Board of School Trustees

Monday, July 14, 2025 6:00 PM
FCMS - Auditorium, 625 Grizzly Cub Drive, Franklin, IN 46131

1.	**WATCH MEETING LIVE**	
2.	**PRAYER**	
3.	**CALL THE MEETING TO ORDER**	
4.	**CONSENT AGENDA**	
4.A.	Public Comments on any Consent Agenda Item	
4.B.	Allowance of Claims and Vouchers	
4.C.	Approve Minutes	
4.D.	Classified Staff Handbook	
4.E.	Commercial Vehicle Lease Agreement	
4.F.	Copier Agreement	
4.G.	Donations	
4.H.	Energy CAP Subscription Agreement Amendment	
4.I.	FCMS Boiler Replacement Contract	
4.J.	FMX Asset Management and Capital Replacement Resource	
4.K.	Hardscape Improvement - Webb Elementary Change Order	
4.L.	Pepsi Beverages Company Agreement	
4.M.	Personnel Report	
4.N.	PowerSchool Special Programs Section 504	
4.O.	Shared Service Agreements	
4.P.	Software Renewals	
4.Q.	Surplus	
4.R.	Consent Agenda Vote	
5.	**ACTION ITEMS**	
5.A.	Public comments on any Action Item	
5.B.	FCHS Bid Recommendation - Athletics & Performing Arts Improvements	**Speaker(s):** Ms. Tina Jobe
5.C.	AstroTurf Field Turf Agreement	**Speaker(s):** Dr. David Clendening

5.D.	Abnormal Email Security	**Speaker(s):** Mr. Matt Sprout
5.E.	Beanstack Agreement	**Speaker(s):** Dr. Brooke Worland
5.F.	FCVS 2025-2026 School Calendar Grades K-5	**Speaker(s):** Dr. Brooke Worland
5.G.	Everdriven Technologies, LLC Transportation Agreement	**Speaker(s):** Mrs. Jenn Scott
5.H.	Mindful Growth	**Speaker(s):** Mrs. Jenn Scott
5.I.	Handbooks 2025-2026	**Speaker(s):** Dr. Brooke Worland
6.	**DISCUSSION**	
6.A.	Donations / Sponsorships	**Speaker(s):** Dr. David Clendening
6.B.	Contracted Services for Speech and Language	**Speaker(s):** Mrs. Jenn Scott
6.C.	Transportation Routes 2025-2026	**Speaker(s):** Mr. Joe Hougland
6.D.	Transportation Handbook	**Speaker(s):** Mr. Joe Hougland
6.E.	Policies - Guidelines - Forms: First Readings	**Speaker(s):** Dr. David Clendening
7.	**BOARD / ADMINISTRATIVE COMMENTS**	
7.A.	Board Comments	
7.B.	Administrative Comments	
8.	**CALENDAR**	
8.A.	Calendar of Events	**Speaker(s):** Dr. David Clendening
9.	**ADJOURNMENT**	
10.	**I.C. 5-14-9-1** **David Yount is an appointed member of the Franklin Community School Corporation Board of School Trustees representing Needham Township. The date of appointment was January 30, 2025, and the term expires December 31, 2026.**	

ALLOWANCE OF VOUCHERS

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND THE INVOICES, OR BILLS ATTACHED THERETO, ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6.

JULY 14, 2025

TINA JOBE
FISCAL OFFICER

WE HAVE EXAMINED THE VOUCHERS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF **$3,229,464.33** . DATED THIS **14th DAY OF JULY, 2025**.

BECKY NELSON
PRESIDENT

DEBBIE GILL
VICE PRESIDENT

JENNIFER MANN
SECRETARY

BRETT JONES
MEMBER

DAVID L. YOUNT
MEMBER

2025
JULY BOARD TOTALS

CLAIM REGISTER SUMMARY							
	CK. NUMBER		WIRE NUMBER AND VOIDS		ACH		
6/12/2025	15807	15815	202500070	202500588	250000378	250000379	$182,045.62
6/19/2025	15816	15827	202500591		250000380		$26,123.72
6/19/2025	15828	15829	202500595	202500600			$492,866.77
6/19/2025	15830	15836	202500560	202500598			$824,735.77
6/19/2025			202500565	202500599			$170,660.93
6/26/2025	15837	15839					$1,469.46
6/26/2025	15840	15845	202500006	202500619			$97,859.13
7/1/2025	15846						$95,269.00
7/3/2025	15847		202500629		250000381		$9,509.38
7/3/2025	15848	15849	202500631	202500636			$462,757.62
7/8/2025			202500006	202500628			$121,393.32
7/10/2025	15850	15855	202500006	202500641	250000382		$15,410.96
7/14/2025	15856	15952			250000383	250000437	$729,362.65
							$3,229,464.33

Check Nbr	Vendor Name	Check Date	Check Amount
250000378	BRIGHTSPEED	06/12/2025	14.99
250000379	CONSTELLATION NEW ENERGY	06/12/2025	10,590.99

2 ACH Check(s) For a Total of 10,605.98

Check Nbr	Vendor Name	Check Date	Check Amount
15807	A T & T	06/12/2025	43.76
15808	BARGERSVILLE UTILITIES	06/12/2025	276.22
15809	CENTERPOINT ENERGY	06/12/2025	1,927.46
15810	Vendor Continued Check	06/12/2025	0.00
15811	CITY OF FRANKLIN INDIANA	06/12/2025	15,727.08
15812	DUKE ENERGY	06/12/2025	27,044.64
15813	FOOD SERVICES	06/12/2025	113,122.30
15814	INDIANA-AMERICAN WATER CO INC.	06/12/2025	2,104.60
15815	METRONET	06/12/2025	7,565.00

9 Computer Check(s) For a Total of 167,811.06

Check Nbr	Vendor Name	Check Date	Check Amount
202500070	BMO ACH PAY	06/12/2025	0.00
202500574	INTERNAL REVENUE SERVICE	06/12/2025	351.14
202500576	ST ROSE OF LIMA SCHOOL	06/12/2025	0.00
202500577	GFS	06/12/2025	3,277.44
202500588	ANCORA PUBLISHING	06/12/2025	0.00
5	Wire Transfer Check(s) For a Total of		3,628.58

0	Manual	Checks For a Total of	0.00
5	Wire Transfer	Checks For a Total of	3,628.58
2	ACH	Checks For a Total of	10,605.98
9	Computer	Checks For a Total of	167,811.06
Total For 16	Manual, Wire Tran, ACH & Computer Checks		182,045.62
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	182,045.62

Check Nbr	Vendor Name	Check Date	Check Amount
250000380	FRONT ROW THEATRICAL RENTAL LL	06/19/2025	2,975.00
1	ACH	Check(s) For a Total of	2,975.00

Check Nbr	Vendor Name	Check Date	Check Amount
15816	BEST WAY DISPOSAL	06/19/2025	1,245.03
15817	CENTERPOINT ENERGY	06/19/2025	2,671.87
15818	Vendor Continued Check	06/19/2025	0.00
15819	CITY OF FRANKLIN INDIANA	06/19/2025	2,763.22
15820	FRANKLIN COMMUNITY SCHOOL CORP	06/19/2025	1,239.40
15821	FRANKLIN COMM SCHOOL	06/19/2025	98.31
15822	FRANKLIN COMM SCHOOL	06/19/2025	241.65
15823	INDIANA-AMERICAN WATER CO INC.	06/19/2025	1,272.98
15824	JOHNSON COUNTY REMC	06/19/2025	4,467.40
15825	RUMPKE	06/19/2025	2,709.21
15826	TOTAL ADMINISTRATIVE SERVICE C	06/19/2025	414.12
15827	WESTERN GOVERNORS UNIVERSITY	06/19/2025	2,825.00

12 Computer Check(s) For a Total of 19,948.19

Check Nbr	Vendor Name	Check Date	Check Amount
202500591	GFS	06/19/2025	3,200.53
1	Wire Transfer Check(s) For a Total of		3,200.53

	0	Manual	Checks For a Total of	0.00
	1	Wire Transfer	Checks For a Total of	3,200.53
	1	ACH	Checks For a Total of	2,975.00
	12	Computer	Checks For a Total of	19,948.19
Total For	14	Manual, Wire Tran, ACH & Computer Checks		26,123.72
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	26,123.72

Check Nbr	Vendor Name	Check Date	Check Amount
15828	FRANKLN COMM SCHL-CHILD SUPRT	06/18/2025	82.00
15829	IN COLLEGE CHOICE ADVISOR 529	06/18/2025	3,067.00

2 Computer Check(s) For a Total of 3,149.00

Check Nbr	Vendor Name	Check Date	Check Amount
202500595	IND ST TCH RET FUND	06/18/2025	86,532.12
202500596	INTERNAL REVENUE SERVICE	06/18/2025	300,078.93
202500597	PUBLIC EMP RET FUND	06/18/2025	38,934.61
202500599	TOTAL ADMINISTRATIVE SERVICE C	06/18/2025	2,506.31
202500600	AMERICAN TRUST CUSTODY	06/18/2025	61,665.80
	5 Wire Transfer Check(s) For a Total of		489,717.77

	0	Manual Checks For a Total of	0.00
	5	Wire Transfer Checks For a Total of	489,717.77
	0	ACH Checks For a Total of	0.00
	2	Computer Checks For a Total of	3,149.00
Total For	7	Manual, Wire Tran, ACH & Computer Checks	492,866.77
Less	0	Voided Checks For a Total of	0.00
		Net Amount	492,866.77

Check Nbr	Vendor Name	Check Date	Check Amount
15830	AMERICAN UNITED LIFE INSURANCE	06/18/2025	6,866.67
15831	CIL - FRANKLIN ED FOUNDATION	06/18/2025	1,323.00
15832	GUARDIAN LIFE INSURANCE	06/18/2025	9,395.01
15833	JOHNSON COUNTY CLERK	06/18/2025	879.85
15834	UNITED WAY OF JOHNSON COUNTY	06/18/2025	816.25
15835	Vendor Continued Check	06/18/2025	0.00
15836	VSP - IN	06/18/2025	7,132.07

7 Computer Check(s) For a Total of 26,412.85

Check Nbr	Vendor Name	Check Date	Check Amount
202500560	IND DEPT OF REVENUE	06/05/2025	69,917.27
202500564	SO CENTRAL IND SCHOOL TRUST	06/05/2025	58,405.16
202500573	IND DEPT OF REVENUE	06/05/2025	100.98
202500594	IND DEPT OF REVENUE	06/18/2025	56,627.90
202500598	SO CENTRAL IND SCHOOL TRUST	06/18/2025	613,271.61
5	Wire Transfer Check(s) For a Total of		798,322.92

	0	Manual Checks For a Total of	0.00
	5	Wire Transfer Checks For a Total of	798,322.92
	0	ACH Checks For a Total of	0.00
	7	Computer Checks For a Total of	26,412.85
Total For	12	Manual, Wire Tran, ACH & Computer Checks	824,735.77
Less	0	Voided Checks For a Total of	0.00
		Net Amount	824,735.77

Check Nbr	Vendor Name	Check Date	Check Amount
202500565	TOTAL ADMINISTRATIVE SERVICE C	06/05/2025	69,610.20
202500599	TOTAL ADMINISTRATIVE SERVICE C	06/18/2025	101,050.73
2	Wire Transfer Check(s) For a Total of		170,660.93

0	Manual	Checks For a Total of	0.00
2	Wire Transfer	Checks For a Total of	170,660.93
0	ACH	Checks For a Total of	0.00
0	Computer	Checks For a Total of	0.00
Total For 2	Manual, Wire Tran, ACH & Computer Checks		170,660.93
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	170,660.93

Check Nbr	Vendor Name	Check Date	Check Amount
15837	Vendor Continued Check	06/26/2025	0.00
15838	Vendor Continued Check	06/26/2025	0.00
15839	LOWE'S	06/26/2025	1,469.46

3 Computer Check(s) For a Total of 1,469.46

	0	Manual Checks For a Total of	0.00
	0	Wire Transfer Checks For a Total of	0.00
	0	ACH Checks For a Total of	0.00
	3	Computer Checks For a Total of	1,469.46
Total For	3	Manual, Wire Tran, ACH & Computer Checks	1,469.46
Less	0	Voided Checks For a Total of	0.00
		Net Amount	1,469.46

Check Nbr	Vendor Name	Check Date	Check Amount
15840	DUKE ENERGY	06/26/2025	79,524.03
15841	INDIANA-AMERICAN WATER CO INC.	06/26/2025	4,337.67
15842	PETRO'S CULLIGAN	06/26/2025	14.95
15843	JOHNSON COUNTY REMC	06/26/2025	34.75
15844	VSP - IN	06/26/2025	201.91
15845	WM CORPORATE SERVICES INC.	06/26/2025	1,157.23

6 Computer Check(s) For a Total of 85,270.54

Check Nbr	Vendor Name	Check Date	Check Amount
202500006	SYNCHRONY BANK/AMAZON	06/26/2025	0.00
202500608	INDIANA UNIVERSITY	06/26/2025	0.00
202500609	FRANKLIN COMMUNITY SCHOOL CORP	06/26/2025	0.00
202500612	SO CENTRAL IND SCHOOL TRUST	06/26/2025	10,091.50
202500619	GFS	06/26/2025	2,497.09
5	Wire Transfer Check(s) For a Total of		12,588.59

	0	Manual Checks For a Total of	0.00
	5	Wire Transfer Checks For a Total of	12,588.59
	0	ACH Checks For a Total of	0.00
	6	Computer Checks For a Total of	85,270.54
Total For	11	Manual, Wire Tran, ACH & Computer Checks	97,859.13
Less	0	Voided Checks For a Total of	0.00
		Net Amount	97,859.13

Check Nbr	Vendor Name	Check Date	Check Amount
15846	CHRYSLER, FLETCHER	07/01/2025	95,269.00
1	Computer Check(s) For a Total of		95,269.00

0	Manual	Checks For a Total of	0.00
0	Wire Transfer	Checks For a Total of	0.00
0	ACH	Checks For a Total of	0.00
1	Computer	Checks For a Total of	95,269.00
Total For 1	Manual, Wire Tran, ACH & Computer Checks		95,269.00
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	95,269.00

Check Nbr	Vendor Name	Check Date	Check Amount
250000381	CONSTELLATION NEW ENERGY	07/03/2025	7,106.60
1	ACH	Check(s) For a Total of	7,106.60

Check Nbr	Vendor Name	Check Date	Check Amount
15847	INDIANA-AMERICAN WATER CO INC.	07/03/2025	24.75
1	Computer Check(s) For a Total of		24.75

Check Nbr	Vendor Name	Check Date	Check Amount
202500629	GFS	07/03/2025	2,378.03
1	Wire Transfer Check(s) For a Total of		2,378.03

0	Manual	Checks For a Total of	0.00
1	Wire Transfer	Checks For a Total of	2,378.03
1	ACH	Checks For a Total of	7,106.60
1	Computer	Checks For a Total of	24.75
Total For 3	Manual, Wire Tran, ACH & Computer Checks		9,509.38
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	9,509.38

Check Nbr	Vendor Name	Check Date	Check Amount
15848	FRANKLN COMM SCHL-CHILD SUPRT	07/03/2025	82.00
15849	IN COLLEGE CHOICE ADVISOR 529	07/03/2025	3,067.00

2 Computer Check(s) For a Total of 3,149.00

Check Nbr	Vendor Name	Check Date	Check Amount
202500631	IND ST TCH RET FUND	07/03/2025	82,835.51
202500632	INTERNAL REVENUE SERVICE	07/03/2025	276,714.14
202500633	PUBLIC EMP RET FUND	07/03/2025	36,251.70
202500635	TOTAL ADMINISTRATIVE SERVICE C	07/03/2025	2,506.31
202500636	AMERICAN TRUST CUSTODY	07/03/2025	61,300.96

5 Wire Transfer Check(s) For a Total of 459,608.62

0	Manual	Checks For a Total of	0.00
5	Wire Transfer	Checks For a Total of	459,608.62
0	ACH	Checks For a Total of	0.00
2	Computer	Checks For a Total of	3,149.00
Total For 7	Manual, Wire Tran, ACH & Computer Checks		462,757.62
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	462,757.62

Check Nbr	Vendor Name	Check Date	Check Amount
202500006	SYNCHRONY BANK/AMAZON	07/08/2025	8,797.37
202500011	NICHOLS PAPER & SUPPLY CO	07/08/2025	7,911.22
202500012	FIKES FRESH BRANDS LLC.	07/08/2025	6,999.28
202500014	IRISH BROTHERS INC	07/08/2025	700.00
202500022	PLUMBERS SUPPLY COMPANY	07/08/2025	457.47
202500070	BMO ACH PAY	07/08/2025	20,724.82
202500163	WAL-MART	07/08/2025	1,793.34
202500292	TRACTOR SUPPLY	07/08/2025	636.83
202500363	KOENIG EQUIPMENT INC	07/08/2025	23.76
202500487	O'REILLY AUTOMOTIVE INC	07/08/2025	13.99
202500495	OFFICE DEPOT	07/08/2025	71.90
202500512	HOBBY LOBBY	07/08/2025	20.61
202500535	CHICAGO'S PIZZA	07/08/2025	805.19
202500538	PREMIER OUTDOOR POWER EQUIPMEN	07/08/2025	100.79
202500558	ZOOBEAN INC	07/08/2025	7,884.00
202500568	VIRCO	07/08/2025	1,727.00
202500569	US POST OFFICE	07/08/2025	146.00
202500570	WALL ENTERPRISES, INC	07/08/2025	144.95
202500571	CINTAS CORP	07/08/2025	1,008.28
202500572	DEPARTMENT OF HOMELAND SEC	07/08/2025	82.64
202500578	ULTRA PRO INTERNATIONAL,LLC	07/08/2025	976.00
202500579	POSITIVE PROMOTIONS	07/08/2025	2,360.12
202500580	TEAM IMAGE	07/08/2025	358.00
202500581	CARQUEST	07/08/2025	346.99
202500582	MARK'S VACUUM INC	07/08/2025	1,622.00
202500583	KENNY GLASS INC	07/08/2025	284.66
202500584	FOLLETT SCHOOL SOLUTIONS LLC.	07/08/2025	185.60
202500585	ACCO BRANDS USA	07/08/2025	102.48
202500586	SAM'S CLUB DIRECT	07/08/2025	475.09
202500587	TEYVAH MINISTRIES LLC.	07/08/2025	1,602.00
202500589	SARPOOLAKI, SAHAR	07/08/2025	250.00
202500590	ARRAY EDUCATION INC	07/08/2025	800.00
202500592	JACKSON CONTROL CO INC	07/08/2025	584.16
202500593	PROJECT LEAD THE WAY INC	07/08/2025	24,255.15
202500601	IASBO	07/08/2025	460.00
202500602	NATIONAL SCHOOL PUBLIC RELATIO	07/08/2025	295.00
202500603	SWEETWATER SOUND INC	07/08/2025	-59.97
202500604	CHEWY INC.	07/08/2025	477.89
202500605	HILLVIEW VETERINARY CLINIC LLC	07/08/2025	75.00
202500606	PARIS COUNSELING LLC	07/08/2025	5,560.00
202500607	ULINE INC.	07/08/2025	533.44
202500610	SHERWIN WILLIAMS	07/08/2025	136.40
202500613	MEIJER STORES LMTD PARTNERSHIP	07/08/2025	10.99
202500614	T-SHIRT EXPRESS	07/08/2025	310.00
202500615	THE WEBSTAURANT STORE INC	07/08/2025	319.99
202500616	AMERICAN SPEECH-LANGUAGE-HEARI	07/08/2025	516.00
202500617	VEX ROBOTICS, INC	07/08/2025	402.29
202500618	WILD GEESE BOOKSHOP	07/08/2025	1,261.30
202500620	HUBSPOT INC	07/08/2025	5,400.00
202500623	KROGER LIMITED PARTNERSHIP	07/08/2025	15.95

Check Nbr	Vendor Name	Check Date	Check Amount
202500624	BRADLEY HUBLER CHEVROLET INC	07/08/2025	122.00
202500625	UNITY SCHOOL BUS PARTS INC	07/08/2025	1,270.65
202500626	RUSH TRUCK CENTERS OF INDIANA	07/08/2025	6,156.73
202500627	STORYBOARD THAT	07/08/2025	32.97
202500628	SOLUTION TREE INC.	07/08/2025	3,845.00

55 Wire Transfer Check(s) For a Total of 121,393.32

	0	Manual	Checks For a Total of	0.00
	55	Wire Transfer	Checks For a Total of	121,393.32
	0	ACH	Checks For a Total of	0.00
	0	Computer	Checks For a Total of	0.00
Total For	55	Manual, Wire Tran, ACH & Computer Checks		121,393.32
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	121,393.32

Check Nbr	Vendor Name	Check Date	Check Amount
250000382	BRIGHTSPEED	07/10/2025	15.26
1	ACH	Check(s) For a Total of	15.26

Check Nbr	Vendor Name	Check Date	Check Amount
15850	BARGERSVILLE UTILITIES	07/10/2025	187.89
15851	CENTERPOINT ENERGY	07/10/2025	1,483.58
15852	DUKE ENERGY	07/10/2025	842.37
15853	INDIANA-AMERICAN WATER CO INC.	07/10/2025	121.12
15854	METRONET	07/10/2025	7,565.00
15855	VERIZON WIRELESS	07/10/2025	3,036.23

6 Computer Check(s) For a Total of 13,236.19

Check Nbr	Vendor Name	Check Date	Check Amount
202500006	SYNCHRONY BANK/AMAZON	07/10/2025	0.00
202500641	GFS	07/10/2025	2,159.51
	2 Wire Transfer Check(s) For a Total of		2,159.51

0	Manual	Checks For a Total of	0.00
2	Wire Transfer	Checks For a Total of	2,159.51
1	ACH	Checks For a Total of	15.26
6	Computer	Checks For a Total of	13,236.19
Total For 9	Manual, Wire Tran, ACH & Computer Checks		15,410.96
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	15,410.96

Check Nbr	Vendor Name	Check Date	Check Amount
250000383	7 MINDSETS ACADEMY LLC	07/14/2025	2,500.00
250000384	BENNETT, PATRICK R	07/14/2025	7.56
250000385	BOTKIN, TAI MARIE	07/14/2025	129.57
250000386	BROWN, RACHEL A	07/14/2025	351.96
250000387	CDW COMPUTER	07/14/2025	3,759.77
250000388	CHURCH CHURCH HITTLE & ANTRIM	07/14/2025	357.50
250000389	CHURCH, MARIA E	07/14/2025	62.23
250000390	CINCY SPEECH AND LANGUAGE SERV	07/14/2025	19,825.00
250000391	CURRY, AMBER L	07/14/2025	14.00
250000392	DISCOVERY EDUCATION	07/14/2025	7,475.00
250000393	DIVERSIFIED ROOFING SERVICES L	07/14/2025	1,145.00
250000394	E3 DIAGNOSTICS INC	07/14/2025	973.20
250000395	EDMENTUM INC.	07/14/2025	56,616.25
250000396	EDUCATION ADVANCED INC.	07/14/2025	10,108.00
250000397	ENVIROFORENSICS LLC	07/14/2025	9,241.57
250000398	FENIMORE, BREANNA E	07/14/2025	78.68
250000399	FORCE TECHNOLOGY SOLUTIONS LLC	07/14/2025	3,786.71
250000400	GRECO, AMBER	07/14/2025	262.15
250000401	HALL, MARIE A	07/14/2025	86.45
250000402	HOFFMAN, CAMILLA R	07/14/2025	432.00
250000403	HUFFINE, ANGELA K	07/14/2025	3.78
250000404	JACKSON, TAMARA E	07/14/2025	98.00
250000405	JOHNSON, KELLY L	07/14/2025	18.90
250000406	JOHNSON CONTROLS	07/14/2025	7,935.02
250000407	KIRBY RISK ELECTRICAL SUPPLY	07/14/2025	595.94
250000408	KLOSTERMAN'S BAKING	07/14/2025	1,108.41
250000409	KOENIG EQUIPMENT INC	07/14/2025	46.88
250000410	KORRECK, ANDREA G	07/14/2025	438.36
250000411	LUNA LANGUAGE SERVICES	07/14/2025	886.00
250000412	MACALLISTER MACHINERY CO INC	07/14/2025	5,422.53
250000413	MARCIA BRENNER ASSOCIATES LLC	07/14/2025	625.00
250000414	MEAL MAGIC CORPORATION	07/14/2025	7,095.00
250000415	MIDWEST MOTOR SUPPLY CO	07/14/2025	779.65
250000416	MIDWEST TRANSIT EQUIPMENT OF I	07/14/2025	1,962.28
250000417	MURRAY, JAMIE M	07/14/2025	324.34
250000418	PARENTSQUARE INC.	07/14/2025	23,594.48
250000419	PARMER, STACY D	07/14/2025	597.92
250000420	PIAZZA PRODUCE	07/14/2025	3,070.57
250000421	PICKLESIMER, RACHEL L	07/14/2025	95.35
250000422	PITNEY BOWES BANK INC RESERVE	07/14/2025	3,000.00
250000423	PRAIRIE FARMS DAIRY	07/14/2025	4,240.73
250000424	RIPPERGER, JAMIE A	07/14/2025	27.72
250000425	ROBOTICS EDUCATION & COMPETITI	07/14/2025	800.00
250000426	SCHOOL HEALTH CORPORATION	07/14/2025	655.10
250000427	SHARP GRAPHICS	07/14/2025	70.00
250000428	SKYWARD INC	07/14/2025	42,422.80
250000429	SMITH, KATHALEEN B	07/14/2025	1,004.43
250000430	SPOTLIGHT STRATEGIES	07/14/2025	40.53
250000431	SPROUT, MATTHEW D	07/14/2025	81.90
250000432	STAPLES BUSINESS ADVANTAGE	07/14/2025	29.01

Check Nbr	Vendor Name	Check Date	Check Amount
250000433	SYNOVIA SOLUTIONS LLC	07/14/2025	2,332.80
250000434	TARR, MORGAN N	07/14/2025	134.40
250000435	THE STEPPING STONES GROUP LLC	07/14/2025	11,730.00
250000436	US SIGNAL COMPANY LLC	07/14/2025	3,813.87
250000437	VAUGHT, ADAM T	07/14/2025	65.31

55 ACH Check(s) For a Total of 242,359.61

Check Nbr	Vendor Name	Check Date	Check Amount
15856	ACCESS JOHNSON COUNTY	07/14/2025	928.00
15857	ALLIED-OTT PETROLEUM EQUIPMENT	07/14/2025	625.00
15858	AMERIGAS	07/14/2025	3,131.35
15859	ANDERSON, JESSICA	07/14/2025	33.75
15860	B & H ELECTRIC AND SUPPLY INC.	07/14/2025	1,186.40
15861	BEST-ONE OF INDY	07/14/2025	3,256.86
15862	BLICK ART MATERIALS	07/14/2025	346.39
15863	ROGERTHAT2 LLC	07/14/2025	1,350.00
15864	BRADEN BUSINESS SYSTEMS INC	07/14/2025	12,889.54
15865	BRIDGING THE BLIND GAP	07/14/2025	1,047.50
15866	BURTON'S FLOOR COVERING	07/14/2025	643.28
15867	CENTER FOR PSYCHOLOGICAL SERVI	07/14/2025	14,029.50
15868	CHARDON LABORATORIES	07/14/2025	1,328.00
15869	CHRYSLER, FLETCHER	07/14/2025	10,500.00
15870	CINTAS CORP	07/14/2025	438.20
15871	CITY OF FRANKLIN	07/14/2025	20,000.00
15872	CREEKSIDE ELEMENTARY SCHOOL	07/14/2025	9,326.42
15873	CUB ACADEMY	07/14/2025	12,255.00
15874	CUSTER BAKER INTERMEDIATE SCH	07/14/2025	12,953.37
15875	DODD TECHNOLOGIES	07/14/2025	3,250.00
15876	ELSNER, TARA	07/14/2025	1,064.00
15877	ENGLE, KRISTY	07/14/2025	8.25
15878	FILTER SERVICES OF INDIANA	07/14/2025	4,461.22
15879	FLEET PRIDE	07/14/2025	1,695.90
15880	FORTUNE ACADEMY	07/14/2025	1,500.00
15881	FRANKLIN COMMUNITY MIDDLE SCHL	07/14/2025	12,305.70
15882	FRANKLIN COMMUNITY HIGH SCHOOL	07/14/2025	3,870.04
15883	FRANKLIN COMMUNITY HIGH SCHOOL	07/14/2025	21,761.66
15884	FRANKLIN TOWNSHIP COMM SCHOOL	07/14/2025	3,670.00
15885	FRANKLIN APPLIED BEHAVIOR SERV	07/14/2025	7,907.25
15886	GIBAULT CHILDREN SERVICES	07/14/2025	1,188.60
15887	GO SOLUTIONS GROUP INC	07/14/2025	1,388.59
15888	HALL, CARRIE	07/14/2025	25.50
15889	HAYES, MELISSA	07/14/2025	12.00
15890	HUDDLESTON, DUSTIN	07/14/2025	5,116.88
15891	INDIANA UNIVERSITY BLOOMINGTON	07/14/2025	1,000.00
15892	INTERIOR SUPPLY	07/14/2025	418.56
15893	JACKSON CONTROL CO INC	07/14/2025	670.57
15894	JEFFREY, ROXANE	07/14/2025	15.60
15895	JOSTENS INC	07/14/2025	24.05
15896	JULBERT, CINDY	07/14/2025	19.20
15897	KISSEE, ALISON	07/14/2025	85.30
15898	LABADIE, AMY	07/14/2025	33.10
15899	LE ROSE DANCE ACADEMY INC.	07/14/2025	16,313.50
15900	LIGHTING RESOURCES LLC.	07/14/2025	366.30
15901	MARK'S VACUUM INC	07/14/2025	215.00
15902	MCKEE, KYLE	07/14/2025	39.65
15903	MEGAN'S GROOM ROOM	07/14/2025	265.00
15904	MOOSHIAN, MAKAYLA	07/14/2025	4.25
15905	MOUNT SAINT JOSEPH UNIVERSITY	07/14/2025	4,600.00

Check Nbr	Vendor Name	Check Date	Check Amount
15906	Vendor Continued Check	07/14/2025	0.00
15907	CORDS COMMERCIAL ENT.	07/14/2025	1,116.56
15908	NEEDHAM ELEMENTARY SCHOOL	07/14/2025	7,642.49
15909	NEEDHAM ELEMENTARY SCHOOL	07/14/2025	28.08
15910	NETWORK SOLUTIONS INC.	07/14/2025	850.00
15911	NORTHWOOD ELEMENTARY SCHOOL	07/14/2025	9,974.09
15912	OFFICE DEPOT	07/14/2025	84.00
15913	PETERSON, ROBERT	07/14/2025	28.00
15914	PHILLIPS, HILLERY	07/14/2025	61.00
15915	PLAYGROUNDS.COM	07/14/2025	1,180.00
15916	PLUMBERS SUPPLY COMPANY	07/14/2025	2,087.32
15917	PREMIER AG CO-OP INC	07/14/2025	22,474.22
15918	PREMIER OUTDOOR POWER EQUIPMEN	07/14/2025	14,995.59
15919	PRIMARY GROUNDS	07/14/2025	550.00
15920	RECEIVABLES MANAGEMENT PARTNER	07/14/2025	471.83
15921	RIFTON EQUIPMENT	07/14/2025	517.75
15922	SAFE HIRING SOLUTIONS LLC	07/14/2025	2,420.15
15923	SCHMIDT ASSOCIATES INC	07/14/2025	31,667.13
15924	SCHMIDT ASSOCIATES INC	07/14/2025	5,346.00
15925	SCHMIDT ASSOCIATES INC	07/14/2025	16,383.86
15926	SCHMIDT ASSOCIATES INC	07/14/2025	16,119.38
15927	SEWER OR SEPTIC SERVICE INC	07/14/2025	222.89
15928	SHARES INC	07/14/2025	535.00
15929	SHERWIN WILLIAMS	07/14/2025	83.34
15930	SIGN SOLUTIONS INC	07/14/2025	15.00
15931	SILLY SAFARI SHOWS INC	07/14/2025	375.00
15932	Vendor Continued Check	07/14/2025	0.00
15933	SOUTHSIDE SPECIAL SERVICES OF	07/14/2025	69,540.00
15934	ST ROSE OF LIMA SCHOOL	07/14/2025	10,000.00
15935	STERICYCLE INC	07/14/2025	142.90
15936	STOUT, CHRISTOPHER	07/14/2025	65.45
15937	STUDIO J2 DANCE	07/14/2025	2,863.00
15938	STYLE DANCE ACADEMY	07/14/2025	11,582.25
15939	SUTTON-GARTEN CO	07/14/2025	91.14
15940	TAYLOR UNIVERSITY INC	07/14/2025	1,000.00
15941	TIPPY TOES SCHOOL OF DANCE	07/14/2025	31,567.50
15942	TORNQUIST, CRAIG	07/14/2025	1,500.00
15943	TORRANCE & SONS LLC	07/14/2025	280.00
15944	TUCKER, BRADY	07/14/2025	13.15
15945	UNION ELEMENTARY	07/14/2025	3,367.88
15946	VANCO COMMERCIAL SERVICE	07/14/2025	887.99
15947	VINCENNES UNIVERSITY	07/14/2025	1,000.00
15948	WEBB ELEMENTARY	07/14/2025	7,124.35
15949	WHEELER, DAWN	07/14/2025	7,000.00
15950	WHITE, DIANN	07/14/2025	33.45
15951	WRIGHT TECH	07/14/2025	1,488.57
15952	YOUNG AND YOUNG	07/14/2025	2,662.50

97 Computer Check(s) For a Total of 487,003.04

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	55	ACH	Checks For a Total of	242,359.61
	97	Computer	Checks For a Total of	487,003.04
Total For	152	Manual, Wire Tran, ACH & Computer Checks		729,362.65
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	729,362.65

ALLOWANCE OF CLAIMS

I hereby certify that each of the listed claims and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

JULY 14, 2025

Tina Jobe, Fiscal Officer

We have examined the claims on the foregoing register of claims, consisting of pages, and except for claims not allowed as shown on the register such claims are hereby allowed in the total amount of $2,240,038.28. Dated this 14TH day of JULY 2025.

Becky Nelson
President

Debbie Gill
Vice President

Jennifer Mann
Secretary

Brett Jones
Member

David Yount
Member

Approved by the state board of accounts November 1996 for: Franklin Community School Corporation.

Check Date 06/18/2025

F U N D / O B J E C T S U M M A R Y

FUND	OBJECT	DESCRIPTION	AMOUNT
0101	1100	CERTIFIED SALARIES	805,198.64
	1200	NONCERTIFIED SALARIES	63,539.56
	1300	TEMPORARY SALARIES	14,830.50
	1420	ADDITIONAL COMPENSATION	66,681.26
	2110	SOCIAL SECURITY	55,629.38
	2115	MEDICARE	13,010.14
	2140	PUBLIC EMPLOYEES RETIREMENT FU	7,441.15
	2150	TEACHERS RETIREMENT	747.77
	2160	TEACHERS RETIREMENT	77,077.05
	2190	DENTAL INSURANCE	12,841.06
	2200	VISION INSURANCE	2,905.65
	2210	LIFE INSURANCE	1,833.31
	2220	MEDICAL INSURANCE	363,451.39
	2410	LOCAL RETIREMENT CONTRIBUTIONS	16,544.34
	2421	VEBA CONTRIBUTIONS	94,733.15
	2430	LONG TERM DISABILITY INSURANCE	5,178.01
		Fund 0101 Total	1,601,642.36
0160	1100	CERTIFIED SALARIES	25,008.04
	1200	NONCERTIFIED SALARIES	104,813.45
	1401	NON-CERT OVERTIME SALARIES	349.37
	1420	ADDITIONAL COMPENSATION	864.96
	2110	SOCIAL SECURITY	7,719.13
	2115	MEDICARE	1,805.31
	2140	PUBLIC EMPLOYEES RETIREMENT FU	11,496.04
	2150	TEACHERS RETIREMENT	69.86
	2160	TEACHERS RETIREMENT	2,154.51
	2190	DENTAL INSURANCE	2,206.50
	2200	VISION INSURANCE	463.03
	2210	LIFE INSURANCE	206.80
	2220	MEDICAL INSURANCE	67,362.50
	2410	LOCAL RETIREMENT CONTRIBUTIONS	530.60
	2421	VEBA CONTRIBUTIONS	3,277.20

Check Date 06/18/2025

FUND	OBJECT	DESCRIPTION	AMOUNT
	2430	LONG TERM DISABILITY INSURANCE	740.04
		Fund 0160 Total	229,067.34
0300	1100	CERTIFIED SALARIES	13,228.97
	1200	NONCERTIFIED SALARIES	133,302.10
	1401	NON-CERT OVERTIME SALARIES	7,169.88
	1420	ADDITIONAL COMPENSATION	3,099.76
	2110	SOCIAL SECURITY	9,193.97
	2115	MEDICARE	2,150.22
	2140	PUBLIC EMPLOYEES RETIREMENT FU	10,226.58
	2150	TEACHERS RETIREMENT	229.02
	2160	TEACHERS RETIREMENT	531.53
	2190	DENTAL INSURANCE	2,608.00
	2200	VISION INSURANCE	519.61
	2210	LIFE INSURANCE	186.84
	2220	MEDICAL INSURANCE	66,489.50
	2410	LOCAL RETIREMENT CONTRIBUTIONS	657.48
	2430	LONG TERM DISABILITY INSURANCE	580.51
		Fund 0300 Total	250,173.97
0800	1200	NONCERTIFIED SALARIES	9,190.17
	2110	SOCIAL SECURITY	568.84
	2115	MEDICARE	133.03
	2140	PUBLIC EMPLOYEES RETIREMENT FU	599.32
	2190	DENTAL INSURANCE	421.00
	2200	VISION INSURANCE	86.62
	2210	LIFE INSURANCE	27.50
	2220	MEDICAL INSURANCE	9,668.00
	2410	LOCAL RETIREMENT CONTRIBUTIONS	73.57
	2430	LONG TERM DISABILITY INSURANCE	28.82
		Fund 0800 Total	20,796.87
1300	1100	CERTIFIED SALARIES	4,015.98

Check Date 06/18/2025

FUND	OBJECT	DESCRIPTION	AMOUNT
	1200	NONCERTIFIED SALARIES	3,118.25
	2110	SOCIAL SECURITY	426.13
	2115	MEDICARE	99.65
	2140	PUBLIC EMPLOYEES RETIREMENT FU	349.24
	2160	TEACHERS RETIREMENT	381.51
	2190	DENTAL INSURANCE	92.50
	2200	VISION INSURANCE	19.54
	2210	LIFE INSURANCE	11.10
	2220	MEDICAL INSURANCE	3,366.61
	2410	LOCAL RETIREMENT CONTRIBUTIONS	51.74
	2421	VEBA CONTRIBUTIONS	338.20
	2430	LONG TERM DISABILITY INSURANCE	46.38
		Fund 1300 Total	12,316.83
1720	1200	NONCERTIFIED SALARIES	3,383.92
	1300	TEMPORARY SALARIES	369.34
	1420	ADDITIONAL COMPENSATION	3,000.00
	2110	SOCIAL SECURITY	415.35
	2115	MEDICARE	97.14
	2140	PUBLIC EMPLOYEES RETIREMENT FU	151.43
	2160	TEACHERS RETIREMENT	285.02
	2190	DENTAL INSURANCE	255.00
	2200	VISION INSURANCE	47.23
	2210	LIFE INSURANCE	13.20
	2220	MEDICAL INSURANCE	5,361.00
	2430	LONG TERM DISABILITY INSURANCE	54.71
		Fund 1720 Total	13,433.34
1730	1420	ADDITIONAL COMPENSATION	720.00
	2110	SOCIAL SECURITY	42.35
	2115	MEDICARE	9.90
	2160	TEACHERS RETIREMENT	68.40
		Fund 1730 Total	840.65

Check Date 06/18/2025

FUND	OBJECT	DESCRIPTION	AMOUNT
1750	1420	ADDITIONAL COMPENSATION	1,925.00
	2110	SOCIAL SECURITY	113.70
	2115	MEDICARE	26.59
	2160	TEACHERS RETIREMENT	182.89
		Fund 1750 Total	2,248.18
1780	1200	NONCERTIFIED SALARIES	201.30
	2110	SOCIAL SECURITY	12.48
	2115	MEDICARE	2.92
	2140	PUBLIC EMPLOYEES RETIREMENT FU	18.14
		Fund 1780 Total	234.84
2500	1200	NONCERTIFIED SALARIES	2,893.31
	1201	NON-CERTIFIED SALARY	4,972.73
	2110	SOCIAL SECURITY	477.18
	2115	MEDICARE	111.58
	2140	PUBLIC EMPLOYEES RETIREMENT FU	324.05
	2190	DENTAL INSURANCE	53.00
	2200	VISION INSURANCE	7.88
	2210	LIFE INSURANCE	3.30
	2220	MEDICAL INSURANCE	2,015.00
	2430	LONG TERM DISABILITY INSURANCE	18.81
		Fund 2500 Total	10,876.84
3141	1100	CERTIFIED SALARIES	4,140.13
	2110	SOCIAL SECURITY	236.23
	2115	MEDICARE	55.25
	2160	TEACHERS RETIREMENT	393.32
		Fund 3141 Total	4,824.93
3250	1420	ADDITIONAL COMPENSATION	2,678.04
	2110	SOCIAL SECURITY	153.78

Check Date 06/18/2025

FUND	OBJECT	DESCRIPTION	AMOUNT
	2115	MEDICARE	35.98
	2140	PUBLIC EMPLOYEES RETIREMENT FU	36.25
	2160	TEACHERS RETIREMENT	223.67
	2190	DENTAL INSURANCE	8.44
	2200	VISION INSURANCE	1.66
	2210	LIFE INSURANCE	1.16
	2421	VEBA CONTRIBUTIONS	77.96
	2430	LONG TERM DISABILITY INSURANCE	3.90
		Fund 3250 Total	3,220.84
3270	1200	NONCERTIFIED SALARIES	2,400.80
	2110	SOCIAL SECURITY	141.80
	2115	MEDICARE	33.17
	2140	PUBLIC EMPLOYEES RETIREMENT FU	268.89
	2190	DENTAL INSURANCE	42.50
	2200	VISION INSURANCE	7.88
	2210	LIFE INSURANCE	2.20
	2220	MEDICAL INSURANCE	989.50
	2430	LONG TERM DISABILITY INSURANCE	15.62
		Fund 3270 Total	3,902.36
4135	1100	CERTIFIED SALARIES	15,981.08
	1420	ADDITIONAL COMPENSATION	6,575.97
	2110	SOCIAL SECURITY	1,292.91
	2115	MEDICARE	302.37
	2140	PUBLIC EMPLOYEES RETIREMENT FU	47.57
	2160	TEACHERS RETIREMENT	1,760.46
		Fund 4135 Total	25,960.36
5112	1200	NONCERTIFIED SALARIES	854.40
	2110	SOCIAL SECURITY	49.93
	2115	MEDICARE	11.67
	2140	PUBLIC EMPLOYEES RETIREMENT FU	95.69

Check Date 06/18/2025

FUND	OBJECT	DESCRIPTION	AMOUNT
		Fund 5112 Total	1,011.69
5200	1100	CERTIFIED SALARIES	19,215.16
	1200	NONCERTIFIED SALARIES	9,151.38
	2110	SOCIAL SECURITY	1,657.34
	2115	MEDICARE	387.60
	2140	PUBLIC EMPLOYEES RETIREMENT FU	1,024.96
	2160	TEACHERS RETIREMENT	1,825.46
	2190	DENTAL INSURANCE	341.00
	2200	VISION INSURANCE	78.68
	2210	LIFE INSURANCE	51.10
	2220	MEDICAL INSURANCE	10,099.00
	2410	LOCAL RETIREMENT CONTRIBUTIONS	242.66
	2421	VEBA CONTRIBUTIONS	2,497.97
	2430	LONG TERM DISABILITY INSURANCE	178.08
		Fund 5200 Total	46,750.39
5400	1100	CERTIFIED SALARIES	971.15
	2110	SOCIAL SECURITY	60.21
	2115	MEDICARE	14.09
	2160	TEACHERS RETIREMENT	92.25
	2210	LIFE INSURANCE	2.75
	2410	LOCAL RETIREMENT CONTRIBUTIONS	9.71
	2421	VEBA CONTRIBUTIONS	126.25
		Fund 5400 Total	1,276.41
5824	1100	CERTIFIED SALARIES	780.26
	2110	SOCIAL SECURITY	46.37
	2115	MEDICARE	10.85
	2160	TEACHERS RETIREMENT	74.13
		Fund 5824 Total	911.61
6460	2190	DENTAL INSURANCE	169.00

Check Date 06/18/2025

FUND	OBJECT	DESCRIPTION	AMOUNT
	2200	VISION INSURANCE	31.50
	2210	LIFE INSURANCE	6.60
	2220	MEDICAL INSURANCE	4,743.00
	2430	LONG TERM DISABILITY INSURANCE	14.09
		Fund 6460 Total	4,964.19
6848	1300	TEMPORARY SALARIES	124.90
	2110	SOCIAL SECURITY	7.74
	2115	MEDICARE	1.81
		Fund 6848 Total	134.45
6849	1100	CERTIFIED SALARIES	3,347.29
	1420	ADDITIONAL COMPENSATION	350.00
	2110	SOCIAL SECURITY	227.44
	2115	MEDICARE	53.20
	2140	PUBLIC EMPLOYEES RETIREMENT FU	8.40
	2160	TEACHERS RETIREMENT	344.11
		Fund 6849 Total	4,330.44
6881	1420	ADDITIONAL COMPENSATION	959.56
	2110	SOCIAL SECURITY	55.66
	2115	MEDICARE	13.01
	2160	TEACHERS RETIREMENT	91.16
		Fund 6881 Total	1,119.39
		Summary total	2,240,038.28

O B J E C T S U M M A R Y

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFIED SALARIES	891,886.70

Check Date 06/18/2025

OBJECT	DESCRIPTION	AMOUNT
1200	NONCERTIFIED SALARIES	332,848.64
1201	NON-CERTIFIED SALARY	4,972.73
1300	TEMPORARY SALARIES	15,324.74
1401	NON-CERT OVERTIME SALARIES	7,519.25
1420	ADDITIONAL COMPENSATION	86,854.55
2110	SOCIAL SECURITY	78,527.92
2115	MEDICARE	18,365.48
2140	PUBLIC EMPLOYEES RETIREMENT FU	32,087.71
2150	TEACHERS RETIREMENT	1,046.65
2160	TEACHERS RETIREMENT	85,485.47
2190	DENTAL INSURANCE	19,038.00
2200	VISION INSURANCE	4,169.28
2210	LIFE INSURANCE	2,345.86
2220	MEDICAL INSURANCE	533,545.50
2410	LOCAL RETIREMENT CONTRIBUTIONS	18,110.10
2421	VEBA CONTRIBUTIONS	101,050.73
2430	LONG TERM DISABILITY INSURANCE	6,858.97
	Summary total	2,240,038.28

********** End of report **********

ALLOWANCE OF CLAIMS

I hereby certify that each of the listed claims and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

JULY 14, 2025

Tina Jobe, Fiscal Officer

We have examined the claims on the foregoing register of claims, consisting of pages, and except for claims not allowed as shown on the register such claims are hereby allowed in the total amount of $ 1,997,089.62. Dated this 14TH day of JULY 2025.

Becky Nelson
President

Debbie Gill
Vice President

Jennifer Mann
Secretary

Brett Jones
Member

David Yount
Member

Approved by the state board of accounts November 1996 for: Franklin Community School Corporation.

Check Date 06/05/2025

F U N D / O B J E C T S U M M A R Y

FUND	OBJECT	DESCRIPTION	AMOUNT
0101	1100	CERTIFIED SALARIES	875,195.69
	1200	NONCERTIFIED SALARIES	189,779.24
	1300	TEMPORARY SALARIES	26,680.85
	1401	NON-CERT OVERTIME SALARIES	118.62
	1420	ADDITIONAL COMPENSATION	3,720.00
	2110	SOCIAL SECURITY	64,246.82
	2115	MEDICARE	15,025.41
	2140	PUBLIC EMPLOYEES RETIREMENT FU	11,480.00
	2150	TEACHERS RETIREMENT	2,069.90
	2160	TEACHERS RETIREMENT	75,838.09
	2190	DENTAL INSURANCE	148.00
	2200	VISION INSURANCE	31.51
	2220	MEDICAL INSURANCE	5,388.00
	2410	LOCAL RETIREMENT CONTRIBUTIONS	18,423.09
	2421	VEBA CONTRIBUTIONS	57,992.36
		Fund 0101 Total	1,346,137.58
0160	1100	CERTIFIED SALARIES	25,008.04
	1200	NONCERTIFIED SALARIES	108,704.72
	1250	TERMINAL LEAVE	616.00
	1401	NON-CERT OVERTIME SALARIES	1,027.23
	2110	SOCIAL SECURITY	7,972.19
	2115	MEDICARE	1,864.48
	2140	PUBLIC EMPLOYEES RETIREMENT FU	11,736.07
	2150	TEACHERS RETIREMENT	69.86
	2160	TEACHERS RETIREMENT	2,154.51
	2410	LOCAL RETIREMENT CONTRIBUTIONS	536.42
		Fund 0160 Total	159,689.52
0300	1100	CERTIFIED SALARIES	13,228.97
	1200	NONCERTIFIED SALARIES	154,910.95
	1300	TEMPORARY SALARIES	602.63

Check Date 06/05/2025

FUND	OBJECT	DESCRIPTION	AMOUNT
	1401	NON-CERT OVERTIME SALARIES	43,788.75
	1420	ADDITIONAL COMPENSATION	905.23
	2110	SOCIAL SECURITY	12,641.45
	2115	MEDICARE	2,956.47
	2140	PUBLIC EMPLOYEES RETIREMENT FU	11,372.15
	2150	TEACHERS RETIREMENT	229.02
	2160	TEACHERS RETIREMENT	531.53
	2410	LOCAL RETIREMENT CONTRIBUTIONS	657.48
		Fund 0300 Total	241,824.63
0800	1200	NONCERTIFIED SALARIES	52,552.62
	1250	TERMINAL LEAVE	3,986.40
	2110	SOCIAL SECURITY	3,431.48
	2115	MEDICARE	802.55
	2140	PUBLIC EMPLOYEES RETIREMENT FU	3,206.84
	2200	VISION INSURANCE	-7.87
	2210	LIFE INSURANCE	-1.10
	2410	LOCAL RETIREMENT CONTRIBUTIONS	73.57
		Fund 0800 Total	64,044.49
1300	1100	CERTIFIED SALARIES	4,015.98
	1200	NONCERTIFIED SALARIES	3,118.25
	2110	SOCIAL SECURITY	423.61
	2115	MEDICARE	99.07
	2140	PUBLIC EMPLOYEES RETIREMENT FU	349.24
	2160	TEACHERS RETIREMENT	381.52
	2410	LOCAL RETIREMENT CONTRIBUTIONS	51.74
		Fund 1300 Total	8,439.41
1720	1200	NONCERTIFIED SALARIES	20,394.91
	1300	TEMPORARY SALARIES	1,062.80
	2110	SOCIAL SECURITY	1,312.83
	2115	MEDICARE	307.03

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FUND	OBJECT	DESCRIPTION	AMOUNT
	2140	PUBLIC EMPLOYEES RETIREMENT FU	1,095.40
		Fund 1720 Total	24,172.97
1745	1420	ADDITIONAL COMPENSATION	2,241.67
	2110	SOCIAL SECURITY	126.09
	2115	MEDICARE	29.48
	2140	PUBLIC EMPLOYEES RETIREMENT FU	273.32
		Fund 1745 Total	2,670.56
2040	1420	ADDITIONAL COMPENSATION	28.50
	2110	SOCIAL SECURITY	1.61
	2115	MEDICARE	0.38
		Fund 2040 Total	30.49
2083	1300	TEMPORARY SALARIES	1,625.06
	2110	SOCIAL SECURITY	100.76
	2115	MEDICARE	23.56
		Fund 2083 Total	1,749.38
2500	1200	NONCERTIFIED SALARIES	2,893.31
	1201	NON-CERTIFIED SALARY	1,227.93
	2110	SOCIAL SECURITY	245.00
	2115	MEDICARE	57.30
	2140	PUBLIC EMPLOYEES RETIREMENT FU	324.05
		Fund 2500 Total	4,747.59
3141	1100	CERTIFIED SALARIES	4,140.13
	2110	SOCIAL SECURITY	237.69
	2115	MEDICARE	55.59
	2160	TEACHERS RETIREMENT	393.32

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FUND	OBJECT	DESCRIPTION	AMOUNT
		Fund 3141 Total	4,826.73
3250	1200	NONCERTIFIED SALARIES	3,648.13
	2110	SOCIAL SECURITY	226.18
	2115	MEDICARE	52.89
		Fund 3250 Total	3,927.20
3270	1200	NONCERTIFIED SALARIES	2,400.80
	2110	SOCIAL SECURITY	142.06
	2115	MEDICARE	33.22
	2140	PUBLIC EMPLOYEES RETIREMENT FU	268.88
		Fund 3270 Total	2,844.96
3769	1420	ADDITIONAL COMPENSATION	1,537.50
	2110	SOCIAL SECURITY	89.57
	2115	MEDICARE	20.95
	2160	TEACHERS RETIREMENT	146.06
		Fund 3769 Total	1,794.08
3780	1420	ADDITIONAL COMPENSATION	625.00
	2110	SOCIAL SECURITY	37.07
	2115	MEDICARE	8.67
	2140	PUBLIC EMPLOYEES RETIREMENT FU	70.00
		Fund 3780 Total	740.74
4135	1100	CERTIFIED SALARIES	15,981.08
	1200	NONCERTIFIED SALARIES	8,488.54
	1420	ADDITIONAL COMPENSATION	8,373.75
	2110	SOCIAL SECURITY	1,934.28
	2115	MEDICARE	452.37
	2140	PUBLIC EMPLOYEES RETIREMENT FU	488.91
	2160	TEACHERS RETIREMENT	2,256.01

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FUND	OBJECT	DESCRIPTION	AMOUNT
		Fund 4135 Total	37,974.94
5112	1200	NONCERTIFIED SALARIES	854.40
	2110	SOCIAL SECURITY	49.93
	2115	MEDICARE	11.67
	2140	PUBLIC EMPLOYEES RETIREMENT FU	95.69
		Fund 5112 Total	1,011.69
5200	1100	CERTIFIED SALARIES	39,679.10
	1200	NONCERTIFIED SALARIES	9,151.38
	2110	SOCIAL SECURITY	2,817.89
	2115	MEDICARE	659.02
	2140	PUBLIC EMPLOYEES RETIREMENT FU	1,024.96
	2160	TEACHERS RETIREMENT	3,769.53
	2190	DENTAL INSURANCE	40.00
	2200	VISION INSURANCE	7.88
	2220	MEDICAL INSURANCE	1,708.00
	2410	LOCAL RETIREMENT CONTRIBUTIONS	447.05
	2421	VEBA CONTRIBUTIONS	11,617.84
		Fund 5200 Total	70,922.65
5400	1100	CERTIFIED SALARIES	971.15
	2110	SOCIAL SECURITY	60.21
	2115	MEDICARE	14.08
	2160	TEACHERS RETIREMENT	92.25
	2410	LOCAL RETIREMENT CONTRIBUTIONS	9.71
		Fund 5400 Total	1,147.40
5824	1100	CERTIFIED SALARIES	780.26
	1200	NONCERTIFIED SALARIES	831.20
	2110	SOCIAL SECURITY	92.81
	2115	MEDICARE	21.70
	2160	TEACHERS RETIREMENT	74.13

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FUND	OBJECT	DESCRIPTION	AMOUNT
		Fund 5824 Total	1,800.10
6460	1200	NONCERTIFIED SALARIES	11,052.33
	2110	SOCIAL SECURITY	667.77
	2115	MEDICARE	156.17
	2140	PUBLIC EMPLOYEES RETIREMENT FU	794.89
		Fund 6460 Total	12,671.16
6849	1100	CERTIFIED SALARIES	3,347.29
	2110	SOCIAL SECURITY	207.53
	2115	MEDICARE	48.54
	2160	TEACHERS RETIREMENT	317.99
		Fund 6849 Total	3,921.35
		Summary total	1,997,089.62

O B J E C T S U M M A R Y

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFIED SALARIES	982,347.69
1200	NONCERTIFIED SALARIES	568,780.78
1201	NON-CERTIFIED SALARY	1,227.93
1250	TERMINAL LEAVE	4,602.40
1300	TEMPORARY SALARIES	29,971.34
1401	NON-CERT OVERTIME SALARIES	44,934.60
1420	ADDITIONAL COMPENSATION	17,431.65
2110	SOCIAL SECURITY	97,064.83
2115	MEDICARE	22,700.60
2140	PUBLIC EMPLOYEES RETIREMENT FU	42,580.40
2150	TEACHERS RETIREMENT	2,368.78
2160	TEACHERS RETIREMENT	85,954.94
2190	DENTAL INSURANCE	188.00
2200	VISION INSURANCE	31.52

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OBJECT	DESCRIPTION	AMOUNT
2210	LIFE INSURANCE	-1.10
2220	MEDICAL INSURANCE	7,096.00
2410	LOCAL RETIREMENT CONTRIBUTIONS	20,199.06
2421	VEBA CONTRIBUTIONS	69,610.20
	Summary total	1,997,089.62

********** End of report **********

ALLOWANCE OF CLAIMS

I hereby certify that each of the listed claims and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

JULY 14, 2025

Tina Jobe, Fiscal Officer

We have examined the claims on the foregoing register of claims, consisting of pages, and except for claims not allowed as shown on the register such claims are hereby allowed in the total amount of $2,470.57. Dated this 14th day of JULY 2025.

Becky Nelson
President

Debbie Gill
Vice President

Jennifer Mann
Secretary

Brett Jones
Member

David Yount
Member

Approved by the state board of accounts November 1996 for: Franklin Community School Corporation.

Check Date 06/05/2025

F U N D / O B J E C T S U M M A R Y

FUND	OBJECT	DESCRIPTION	AMOUNT
0800	1250	TERMINAL LEAVE	2,295.00
	2110	SOCIAL SECURITY	142.29
	2115	MEDICARE	33.28
		Fund 0800 Total	2,470.57
		Summary total	2,470.57

O B J E C T S U M M A R Y

OBJECT	DESCRIPTION	AMOUNT
1250	TERMINAL LEAVE	2,295.00
2110	SOCIAL SECURITY	142.29
2115	MEDICARE	33.28
	Summary total	2,470.57

********** End of report **********

FRANKLIN
COMMUNITY SCHOOLS
Student-Centered • Innovative

Franklin Community Schools
Board of School Trustees Meeting
June 9, 2025

Members present: Becky Nelson, Debbie Gill, Jennifer Mann, Brett Jones, David Yount

1. WATCH MEETING LIVE
A. YouTube Live Stream

2. CALL THE MEETING TO ORDER
Becky Nelson called the meeting to order.

3. RECOGNITION
- Harper Adams - School Lunch Debt
- FCHS Academic Teams - State Champions

4. CONSENT AGENDA
A. Public Comments on any Consent Agenda Item
There were no public comments on the consent agenda items. Dr. Clendening requested that the copier contract be tabled for further review. The "separate" personnel report will be voted on separately, with Becky Nelson abstaining. Under action items, asking to table the Bloomington Meadows Hospital Partnership agreement.
- Allowance of Claims and Vouchers
- Approve Minutes - May 12, 2025
- Cincy Speech and Language Services
- Copier Contract
- Donations
- FCMS Boiler Replacement Project
- FCHS Athletic Handbook & Code of Conduct
- FCS Professional Development Travel
- Front Row Theatrical Rental - Mary Poppins' Costumes
- Grant Summary Sheet
- Ice Miller Arbitrage/Rebate Agreement for PreK Bonds
- Indiana Online Academy Contract
- Johnson County Emergency Management MOU
- Orientation and Mobility Services
- Overnight/Out-of-State Trips
- Personnel Report
- Soliant Health Service Agreement
- Software Renewals
- Stepping Stones

Jennifer Mann motioned to approve the consent agenda, excluding the separate personnel report
Motion by Jennifer Mann, seconded by Debbie Gill
Final Resolution: Motion Carries
Yea: Becky Nelson, Debbie Gill, Jennifer Mann, Brett Jones, David Yount
The motion passes.

David Yount motioned to approve the separate personnel report
Motion by David Yount, seconded by Brett Jones
Final Resolution: Motion Carries
Yea: Debbie Gill, Jennifer Mann, Brett Jones, David Yount
Abstained: Becky Nelson
The motion passes.

5. SUPERINTENDENT REPORTS
A. Adjunct Teaching Positions

By state law, we can grant someone a teaching license and allow them to become an adjunct teacher. The person must have been in the profession for four years and have the required number of hours of service in that profession to become an adjunct teacher. We have two positions that we would like to renew: the physical education/weights/strength position at the HS and the Creekside art teacher.

B. Franklin Community Virtual Schools
The team partners are Indiana Online for grades 5-12 and EdOptions Academy for grades K-4 (in the 25-26 school year, 5th grade will move to EdOptions). By October count day, FCVS had 120 students enrolled, and by the end of the second semester, enrollment increased to 145 students. Achieved an 89.97% attendance rate, 100% IREAD pass rate, and a graduation rate of 60%. Attended the DLAC conference, which was completely dedicated to virtual learning. Learned how to work with homeschool families and how to serve those kids. Met an NCAA contact at the conference and was able to reach back out again to resolve why we were originally denied NCAA eligibility (allows students to go from virtual school to play D1 athletics in college). With this push back to the NCAA, we were able to get NCAA-eligible approval, and they changed the way their policy works for other schools that look like us. Looking forward to next year.

6. ACTION ITEMS
A. Public Comments on any Action Item.
There were no public comments on any action items.

B. Public Hearing for Amended Bus Replacement Plan 2025
The regular meeting was closed at 6:48 pm, and the public hearing opened.
This plan is to purchase 18 buses in total. Two of these buses are electric (grant subsidized). Our current average bus is 9-1/2 years old. We have 37 buses that are 12 plus years old. After this purchase, our average will go down to 5.4 years old and only 14 buses will be 12 years or older. We obtained pricing through CIESC. Tina Jobe requested approval of the resolution for the amended bus replacement plan.
Hearing no public comments, the public hearing was closed and the regular meeting opened back up at 6:52 pm.

Debbie Gill motioned to approve the amended bus replacement plan for 2025.
Motion by Debbie Gill, seconded by Brett Jones
Final Resolution: Motion Carries
Yea: Becky Nelson, Debbie Gill, Jennifer Mann, Brett Jones, David Yount
The motion passes.

C. Critical Response Group
Benji Bett requested approval of the Critical Response Group (CRG) proposal. CRG is proposing a mapping solution that will enable better communication during an emergency. CRG combines accurate floor plans, high resolution imagery, emergency response pre-planning, and a gridded overlay into one map. Micro CRGs come standard with labeling for floor levels, facility nomenclature, doors/access points, main utility shut-offs, roof access points, Fire Alarm Control Panels, security key boxes, IEDs, and trauma kits, and are used to coordinate emergency response inside a structure. Macro CRGs come standard with labeling for buildings, parking lots, athletic fields, roadways, access points, and other key landmarks around the property. MACRO CRGs are used to coordinate events exterior to the structure.

David Yount motioned to approve the Critical Response Group.
Motion by David Yount, seconded by Debbie Gill
Final Resolution: Motion Carries
Yea: Becky Nelson, Debbie Gill, Jennifer Mann, Brett Jones, David Yount
The motion passes.

D. IDOE Behavior Grant
Requesting approval of the IDOE Behavior Grant for 2025-2026. The grant must specifically be used to support students with IEP's. Funds will be released in July and must be expended by the end of June 2026. Scott Carson is a consultant that specializes in all things behavior related and Melissa Dubie is a consultant in the area of autism.

Brett Jones motioned to approve the IDOE Behavior Grant agreements.
Motion by Brett Jones, seconded by David Yount
Final Resolution: Motion Carries
Yea: Becky Nelson, Debbie Gill, Jennifer Mann, Brett Jones, David Yount
The motion passes.

E. FCVS 2025-2026 School Calendar Grades 6-12
Requesting approval of the FCVS 2025-2026 school calendar for grades 6-12.

Jennifer Mann motioned to approve the FCVS 2025-2026 school calendar for grades 6-12.

Motion by Jennifer Mann, seconded by Debbie Gill
Final Resolution: Motion Carries
Yea: Becky Nelson, Debbie Gill, Jennifer Mann, Brett Jones, David Yount
The motion passes.

F. Bloomington Meadows Hospital Partnership
Requested to table this agenda item.

G. Spendbridge
This consulting agreement will initiate some of the savings by using negotiated spending with some of our bigger vendor spends. Spendbridge will retain 30% of our cost savings over the term of the agreement, which gives us 70% in savings.

Brett Jones motioned to approve the Spendbridge agreement.
Motion by Brett Jones, seconded by David Yount
Final Resolution: Motion Carries
Yea: Becky Nelson, Debbie Gill, Jennifer Mann, Brett Jones, David Yount
The motion passes.

7. DISCUSSION
A. FCVS 2025-2026 School Calendar Grades K-5
This calendar is a draft for FCVS grades K-5.

B. EverDriven Technologies, LLC Transportation Agreement
This agreement allows us to coordinate transportation to and from school as needed for those students who need the least restrictive environment. We get charged per service.

C. AstroTurf Field Turf Agreement
AstroTurf would provide us with a Rhino maintenance proposal for services to be performed in 2025 ($4,000). All programs cover preventative maintenance procedures, which will include the reattachment of minor inlays/field markings or seams.

D. Beanstack Agreement
Beanstack is a customizable reading challenge platform with easy-to-use challenge templates, a mobile app, computer-based, and diverse book recommendations. To fund it, we will combine district funds with library funds to purchase.

E. Mindful Growth
Mindful Growth would conduct a maximum of 75 psychoeducational evaluations during the 2025-2026 school year. After the evaluation, they provide a recommendation for eligibility for special education and related services.

F. Abnormal Email Security
Email remains one of the most ubiquitous forms of digital communication. Our current filter looks for terms and technology and are looking for something new. Abnormal looks for trending within the email (who it is from, how they speak, is this a normal context they use, is this a normal way they phrase things). Instead of just looking for email addresses and poor wording, it is uses artificial intelligence. Right now, Abnormal is in line with our current email system but it is not doing anything with what it is checking. The Abnormal price for staff only is $12,600 per year.

G. Handbooks 2025-2026
Changes to the 2025-2026 school year handbooks are in the summary of changes for each building. There have been some changes through legislation in the Indiana Code regarding attendance. We will receive our updated attendance policy from CCHA around June 15th.

H. Public Comments on Discussion Items
There were no public comments on any discussion items.

8. BOARD / ADMINISTRATIVE COMMENTS
A. Board Comments
Brett Jones thanked all who were part of the graduation - it was a great experience. Brett asked Benji Betts to give a brief overview of the active killer training, which took place at Creekside and CBIS.

B. Administrative Comments
Dr. Clendening shared that the first session at the school board retreat on July 31st will be an executive session on safety. Brooke shared a few things regarding attendance. We have reached out to other colleagues in the county on how they are handling attendance, which will be part of our accountability measures. One of the questions is how we will manage parent

phone calls. We plan on talking with parents to discuss their thoughts on student attendance. The state made changes to what is exempt concerning 4-H and the state fair.

9. CALENDAR

A. Calendar of Events

- Central Office will be closed June 30-July 4
- School Board Retreat: July 31st, 8:30 am-3:30 pm, FCMS Media Center
- New Teacher Orientation: July 21-22
- Back-to-School Celebration & First Teacher Day: August 4
- First Student Day: August 6
- Labor Day Holiday - No School: September 1

10. ADJOURNMENT

A. Adjournment

Jennifer Mann motioned to adjourn the meeting at 7:41 pm.

Motion by Jennifer Mann, seconded by Brett Jones

Final Resolution: Motion Carries

Yea: Becky Nelson, Debbie Gill, Jennifer Mann, Brett Jones, David Yount

The motion passes.

Becky Nelson, President

Debbie Gill, Vice President

Jennifer Mann, Secretary

Brett Jones, Member

David Yount, Member

FRANKLIN
COMMUNITY SCHOOLS
Student-Centered • Innovative

Classified Staff Handbook

Franklin Community Schools
998 Grizzly Cub Drive
Franklin, IN 46131

Revised July 2025

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Welcome to Franklin Community Schools!

INTRODUCTION

Our classified staff members are an integral part of Franklin Community Schools. As a member of our team, you will be relied upon to provide a safe and secure learning environment for our children, preserve the community's property, collaborate with other team members, and provide a positive experience to all who visit our buildings. Our classified staff is one of the primary cornerstones in building the culture at FCS.

This handbook contains valuable information that will help you understand the operation of our schools and become familiar with our employment policies and procedures. Thank you for being a part of our team!

Mission Statement

Together, we empower greatness in all learners through collaboration, dynamic partnerships, and rich experiences that develop a world-class learning environment.

Vision

Where education is student-centered and innovative and learners are inspired to become great!

Guiding Principles

Individual Student Growth

Franklin Community Schools will provide learning experiences that maximize individual student potential.

Communication

Franklin Community Schools will share and receive information in a clear, concise, and timely manner.

Systemic Continuous Improvement

Franklin Community Schools will utilize a fluid process that engages stakeholders in defining, analyzing and evaluating possible solutions

Collaboration

Franklin Community Schools will provide opportunities for teachers, students, support staff and administrative leaders to work together to achieve common goals

Trust

Franklin Community Schools will build an atmosphere of confidence through an open and transparent environment.

PERSONNEL GUIDELINES

Employee Responsibility

It is the responsibility of each employee to become familiar with all rules and regulations set forth by Franklin Community Schools. This handbook is not intended to be an all-inclusive list of policies and procedures. The complete list of bylaws, policies and guidelines may be found on our corporation website at www.franklinschools.org. If you have any questions please discuss them with your immediate supervisor.

Work Expectations

1. Promptly report to work as assigned unless unavoidable personal business or personal or family illness make it impossible to report to work.
2. Dress appropriately for an educational environment. Employees are expected to maintain a clean and neat personal appearance and avoid extremes of dress and personal grooming which might be unsafe or that interfere with job performance or the learning environment of FCS.
3. Communicate with staff, students, parents and community members in a considerate and courteous manner.
4. Employees should not use FCS property (including but not limited to buildings, vehicles, equipment, office supplies, and other materials) for personal purposes.
5. Employees should follow the rules and guidelines set forth in the Acceptable Use Policy (AUP). Employees should use FCS e-mail for school purposes and limit personal use. FCS reserves the right to monitor the e-mail system to assure that it is being used for school purposes only.
6. Commit to maintain a clean and safe work environment. Employees should report any unsafe or potentially unsafe situation or conditions to their supervisor immediately. Employees should follow all procedures for securing buildings and ensure designated doors are locked at all times. The issuance of building keys is limited in order to maximize facility security. If you are authorized to have a key, you will be held responsible for any unauthorized use of that key.

Changes in Policy

The Board of School Trustees expressly reserves the right to change any of our policies at any time, including those guidelines addressed in this handbook. We will notify employees of these changes by posting them on the Corporation website (www.franklinschools.org) or by other appropriate means. Changes will be effective on dates determined by the Board of School Trustees. If you are uncertain about any policy or guidelines, please contact your immediate supervisor or Human Resources.

At Will Employment

All classified personnel not covered by the terms of a negotiated agreement are hired as “at will” employees. At will status means either party (FCS or the employee) may terminate employment at any time for any reason. **The Franklin Community Schools Classified Staff Handbook is not an employment contract.**

Equal Opportunity

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, or genetic information which are classes protected by Federal and/or State law (collectively, "Protected Classes") 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. For more information, please refer to policy A100.

~~Franklin Community Schools practices equal opportunity in education and employment. There shall be no discrimination against any employee on the basis of race, color, religion, sex, age, national origin, handicap, or past military service when hiring, placing, promoting, demoting, transferring, laying off, terminating, compensation, or selecting employees for training or other related programs. FCS will fully comply with provisions of the Americans with Disabilities Act of 1991 as amended.~~

Probationary Period

New classified employees serve a 60 calendar day probation period. New employees may ~~will~~ receive a performance review at the completion of the probationary period. No benefits, including leave time, will be available to the probationary employee except membership in the Indiana Public Employees Retirement Fund (eligible employees only). Upon successful completion of the 60

day probationary period, benefit time will be pro-rated based on the employee's hire date and eligibility as outlined in this handbook.

Hiring Procedures

Open positions will be posted on the corporation website (www.franklinschools.org) and sent via email to all staff. Transfer requests should be made in writing to the contact person listed on the vacancy notice. You may be asked to complete or update an online application or resume. Internal candidates will be considered for the position based on qualifications, work performance, attendance, skills, and years of service. FCS reserves the right to transfer an employee from their current position or building at any time based on student enrollment or district needs.

Change in Employment Status

When an employee changes from one job classification to another, the probationary period will be waived with regard to awarded benefit time from FCS. The waiting period as set forth by the South Central Indiana School Trust and FCS for insurance benefits shall remain 60 calendar days from the first date of employment in a benefits eligible position. It is the employee's responsibility to be aware of a change in benefits when moving from one classification to another. If there are any questions concerning benefits, employees should contact Human Resources.

~~Conflict of Interest~~ Nepotism & Conflict of Interest

It's important for all FCS employees to uphold high standards of honesty, integrity, fairness, and professionalism. This helps the school run smoothly and builds trust with the community.

Nepotism: The School Board stresses the importance of thoughtfully considering the hiring of relatives of decision-makers and managers, as it can lead to problems in the workplace. While hiring family members is legal, favoritism should not influence the process. While the Corporation allows the hiring of relatives but requires careful consideration of potential issues, it is not permissible for one relative to supervise the other relative. Please refer to policy A125 for the definition of relative for the purpose of this policy.

Conflict of Interest: A conflict of interest happens when a member or employee of the School Board might gain money or benefits from a contract or purchase made by the School Corporation. Any employee who has reason to believe that he or she may have a conflict of interest is required to disclose the potential conflict. For more information, please refer to policy A125.~~If you, your spouse, or any dependent (including dependents by marriage) receives any financial benefits as a result of doing business with Franklin Community Schools (other than the benefits you are receiving as a result of being an employee of FCS) you must fill out a disclosure form annually, which is available at the Administration Building.~~

Inclement Weather/Emergency Closings and Delays

If school is **delayed** due to inclement weather, please exercise reasonable caution when traveling to work. Your personal safety should always be a priority. If an employee chooses not to come to work, they must contact their supervisor. Employees may use personal or vacation time if they decide not to report. If neither personal nor vacation time is available, they may take unpaid leave. **Please note that unpaid leave will not be approved if personal or vacation time is still available**.

On days when school is **canceled**, employees who work less than 260 days are not required to report to work. However, they will be expected to work on any scheduled make-up days. Employees assigned to work 260 days are expected to report to work as soon as it is safe to do so, using reasonable caution. If an employee chooses not to come to work, they must contact their supervisor. Employees may use personal or vacation time if they decide not to report. If neither personal nor vacation time is available, they may take unpaid leave. **Please note that unpaid leave will not be approved if personal or vacation time is still available**.

~~If school is **delayed** due to inclement weather, reasonable caution should be taken for travel to work. Your personal safety should not be at risk. If you believe it is too dangerous to report to work, you must call your supervisor. You may elect to use a personal day, vacation day or a day without pay. If you arrive late to work, your timesheet will reflect your late arrival. On days when school is **canceled**, employees working less than 260 days are not expected to report to work but will be required to work on any~~

~~make-up days. Any classified employee assigned to work 260 days is expected to report to work as soon as possible. If he/she chooses not to work, he/she must take a vacation day, personal leave day, or a day without pay.~~

Procedures for Absences

Employees are expected to report to work on time every day. Employees who will be absent or late are expected to contact their supervisor as soon as possible. Employees are expected to communicate when they expect to return to work. It is the employee's responsibility to ensure that proper notification is given.

Employees are expected to manage their time off responsibly. "Dock status" or unpaid days means you miss work without available benefit time, and you won't be paid for that time off. Being in dock status is not encouraged and may lead to a warning or other disciplinary action, including up to termination. If you know you'll need time off but don't have any benefit time left, talk to your supervisor ahead of time. Unpaid time off must be approved and may not always be allowed.

If an employee is absent from work for more than three (3) consecutive days, a statement from a licensed physician is required before returning to work as well as the completion of the proper FML (Family Medical Leave) paperwork if eligible.

~~Employees are expected to report to work on time every day. Employees who are going to be absent or late are expected to contact their supervisor as soon as possible. Employees are expected to communicate when they expect to return to work. It is the employee's responsibility to ensure that proper notification is given. Absenteeism or tardiness may result in disciplinary action including and up to termination.~~

Holidays

The Board authorizes the following paid holidays for classified staff members working 260 days per year on the date of said holiday(s): President's Day, New Year's Eve, New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving (2 days), Christmas Eve, and Christmas Day. The holiday will be observed on Friday or Monday for paid holidays that fall on Saturday or Sunday. To receive holiday pay, you must work the day before and the day after (Or use approved vacation, sick, or personal time).

The Superintendent may require a classified staff member to work on a holiday when, in his/her opinion, failure to do so would impair public safety.

Disciplinary Procedures and Progressive Discipline

Classified personnel may be subject to immediate termination or other disciplinary action without previous warning for engaging in any of the following actions:

- Immorality
- Insubordination
- ~~Substance abuse~~ Being under the influence of drugs or alcohol
- Falsification of records
- Breach of employment duties
- Failure to conform to the rules and regulations of the corporation
- Incompetence
- Other just cause

All infractions will be dealt with in one or more of the following procedures according to severity:

1. Coaching and/or Work Improvement Plan
2. Verbal warning (documented with form)
3. Written warning (documented with form)
4. Final written warning (documented with form)
5. Suspension ~~without pay~~
6. Termination

Three (3) consecutive days of "no-call no-show" activity may result in an involuntary termination.

Job Related Issues

Good communication is a critical key to individual and organizational success. If you have any questions about your work, if you are experiencing any job-related problems, or if you have a question or concern about any of our practices or policies, talk to your supervisor about it immediately. It is your supervisor's responsibility to listen to you and help you with job-related matters. If the problem or concern is related to your immediate supervisor, contact Human Resources.

SCHOOL BOARD POLICIES

The complete listing of FCS School Board policies can be found on the FCS website at www.franklinschools.org. It is the employee's responsibility to read these policies and conduct themselves accordingly at all times.

Note: It is the responsibility of every FCS staff member to report crimes and suspected child neglect and abuse.

~~SCHOOL BOARD BYLAWS & POLICIES~~

~~The following by-laws and policies should be used as a reference during your employment with FCS. It is the employee's responsibility to read these policies and conduct themselves in accordance with them at all times. The complete listing of by-laws and policies can be found on the FCS website at www.franklinschools.org.~~

- ~~Employment of Support Staff - 4120~~
- ~~Equal Employment Opportunity - 4122~~
- ~~Drug Free Workplace - 4122.01~~
- ~~Disciplinary Actions - 4150~~
- ~~Substance Use/Abuse - 4170~~
- ~~Tobacco Use - 4215~~
- ~~Staff Dress - 4216~~
- ~~Weapons - 4217~~
- ~~Workplace Anti-Harassment and Complaint Procedure - 4362~~
- ~~Threatening and/or Intimidating Behavior towards Staff Members - 4362.01~~
- ~~Leaves of Absences - 4430~~
- ~~Family and Medical Leaves of Absence (FMLA) - 4430.01~~
- ~~Work Stoppage - 4531~~
- ~~Child Abuse or Neglect - 8462~~
- ~~School Visitors - 9150~~

Note: It is the responsibility of every FCS staff member to report crimes and suspected child neglect and abuse.

EMPLOYEE RECORDS

Personnel Files

All employee records are confidential and protected by Federal law and FCS policies. There is limited access to all records. Employee records shall be available only to the employee and designated school officials. Designated school officials are the Superintendent, central office administrators, and other such individuals as authorized by law or FCS policies and guidelines. An employee may review the contents of his/her file by notifying Human Resources in writing.

Evaluation Procedures

At least once a year, your supervisor will review with you a written evaluation of your performance. If you are a new employee, your supervisor may review your progress more often. You will receive a copy of your written evaluation. The original written evaluation will be forwarded to Human Resources and placed in your personnel file. Employees may be eligible for a wage increase and other incentives based on their performance evaluation.

Employee Service Record (Time Reporting)

All classified employees' hours of work, as determined by job classification, will be reported each pay period (two weeks) to the corporation's business office by the employee's supervisor or department manager. This report will be made on an individual service record for each employee as provided by the business office. The record shall contain the following information:

1. Personal data
2. Job classification
3. Hours worked on indicated days of pay period
4. Vacation days or other leave days
5. Lost time/Leave without pay
6. Overtime hours

Employees should be aware that the timesheet is a legal document and extreme care should be taken to ensure that the time worked is correct and reported only by the employee. The practice of "punching in" another employee's time card is strictly forbidden. Classified personnel are to notify their supervisor or his/her designee at the earliest possible time in the event of not reporting for work. All personnel must have permission from their immediate supervisor to leave the job during the work day. When tardiness or absences are not properly reported to the appropriate supervisor or when tardiness or absences are not for valid reasons, appropriate disciplinary action may follow.

Defined Seven (7) Day Work Week

The defined seven (7) day work week begins at 12:00 am Sunday through 11:59 pm Saturday.

Overtime Compensation

Overtime is defined as **approved** time worked over 40 hours in a workweek. No overtime shall be granted to support personnel without the approval of the Superintendent or designee. Custodial and maintenance personnel are expected to work in the event of an emergency. When overtime is granted, it shall be paid at a rate of one and one-half times (1 ½) the regular pay rate. Note: Only actual work time counts toward the forty (40) hours of work. Time off for vacation, illness, family illness, and personal business does not count toward the forty (40) hours of work.

FlexTime

All employees are expected to be at work during normal business hours unless prior approval is granted for a flexible work schedule. Flextime at FCS is a work schedule with a time of arrival and departure that differs from the standard operating hours due to **approved** extra time worked. Supervisors approve flextime on a case-by-case basis. Employees who have successfully completed their probationary period are eligible for flextime. An employee must discuss possible flextime arrangements with his/her supervisor prior to altering their schedule. A supervisor may approve or deny flextime requests based on factors such as staffing needs, the employee's job duties, and the employee's work record. Flextime must be used within 30 days of earning it and cannot accumulate beyond 24 hours. All flextime hours must be used by the completion of the school year and will not carry over. Flextime should be used prior to taking any benefit time including vacation and personal days.

Work from Home

Occasional working from home must **always** be pre-approved by the supervisor. Many positions are not suitable for work from home arrangements. These include positions that benefit from face to face interactions. Working from home should be as productive, efficient and as customer friendly as working from an FCS building. An employee who works from home must have a proven ability to work independently, and for this reason, employees in their probationary period may not be eligible to work from home.

Flexible Scheduling

Full-time non-certified employees may request to work a flexible schedule if the department is sufficiently staffed and alternative scheduling would not hinder business needs to provide required operations and services. A flexible schedule is when the start and end times of a standard work day differ from the established standard (7:30 am to 4:00 pm) with a 1/2 hour unpaid meal break, yet the same number of hours per day are maintained. At the discretion of the supervisor,

classified employees may have their stated work hours adjusted within the workweek in order to maintain a 40 hour workweek. Hours worked in excess of 40 hours in a workweek qualify as overtime.

Example: Employee is scheduled to work five (5) days per week, 7:00 am – 3:30 pm with a 1/2 hour unpaid meal break each day.

Example: Employee is scheduled to work five (5) days per week, Monday/Wednesday/Friday 7:30 am – 4:30 pm, and Tuesday/Thursday 8:30 am – 5:30 pm with a one hour unpaid meal break each day.

Example: Employee works 8:00 am – 4:30 pm with a 30 minute unpaid meal break.

Requests pertaining to flexible scheduling must be made in writing (using the approved form in Appendix G) and approved by the immediate supervisor and human resources. Employees may be required to be available at specific times and to change their schedules to accommodate variations in work demands. Franklin Community Schools, at its discretion, may revoke the approval of a flexible scheduling arrangement when deemed necessary. Notice will be provided to the employee as far in advance as possible so personal arrangements can be made, as required. The flexible scheduling arrangement does not continue when the employee moves to a different job. A new request will need to be completed.

Paydays/Direct Deposit

Paydays are generally every other Thursday. ~~Please see the payroll schedule for specific dates (Appendix B).~~ Direct deposit into your checking or savings account at the bank of your choice is required of all employees. On pay dates, you will receive an electronic payment stub showing how much was deposited into the account(s) and how much was deducted for taxes, insurance, and other deductions. It is the employee's responsibility to retrieve the payment stub via the Skyward Employee Access portal.

If an employee has questions about his/her pay deductions or check distribution, he/she should first contact his/her immediate supervisor. If the supervisor is unable to answer the employee's question, the employee should contact the Payroll Specialist.

Resignation

If an employee wishes to terminate his/her employment with FCS, a written notice of resignation is expected ten (10) work days prior to the last work day. Employees are expected to return FCS property upon separation of service, including badges, keys, uniforms and any other property belonging to FCS. Employees will be paid for any accrued vacation days, however, they will not be paid for any accrued sick, personal or bonus days unless they meet the requirement for retirement severance pay. ~~Eligible employees who earned the bonus stipend through the Compensation Model package, shall receive the stipend on their final pay.~~

Current enrollees in the FCS group insurance program will have the option to continue participation under the Consolidated Omnibus Budget Reconciliation Act (COBRA), for a period of eighteen (18) months at the enrollee's expense.

Retirement

The retiring employee shall give a two week notice (minimum) of the intent to retire to their supervisor in writing.
Eligible retiring employees and their spouses may elect to continue coverage with the group medical, dental, and life insurance program as per state law and South Central Indiana School Trust guidelines or if eligible for retirement as defined below. The total cost of insurance coverage is paid by the retiree.

Employees of the Franklin Community School Corporation are eligible for FCS retirement benefits when they reach one of the following categories:

1. Age 65 or older with at least 10 years of service credit or,
2. Between age 60 and 65 with at least 15 years of service credit or,
3. Between age 55 and 59 if age and service credit total at least 85 ("Rule of 85")
4. The employee becomes disabled

~~1. At minimum age 55 and 20 years of employment with FCS~~
~~2. Your age at retirement plus your total years of creditable service equals a minimum of 85 or more~~
~~3. The employee becomes disabled~~

Retirement Severance
Eligible retiring employees are entitled to additional compensation based upon the amount of accumulated sick leave days at the time of retirement. The additional compensation shall be an amount equal to his or her daily pay as determined by the final annual salary multiplied by ½ the number of accumulated sick leave days not to exceed seventy (70) days. Also, the corporation will pay $85.00 per year of service with FCS to full-time permanent employees.

Change of Personal Status

You must notify Human Resources if you have any changes in address, marital status, beneficiary, or in the number of dependents you claim. You may need to fill out new tax forms, insurance change forms, and your health insurance coverage may change. ***For insurance purposes***, you must report a change in status within **30 days** of the qualifying event.

Examples of a status change:

- Marital status change
  - Marriage
  - Death of a spouse
  - Divorce
- Change to number of dependents
  - Birth
  - Adoption/placement for adoption
- Dependent status change
  - Dependent reaches age 26
- Loss of coverage
  - Employee loses other coverage (spouse's coverage ends or medicaid/medicare eligibility ends)

WORKERS' SAFETY

Workers Compensation

If you are injured on the job or become ill as a result of working conditions, you may be entitled to workers' compensation benefits. These are different from your regular sick leave and health insurance benefits. Those employees who suffer a job related injury or illness must immediately report the injury or illness in the following manner.

1. Immediately notify your supervisor of injury or illness. If treatment is required, go to JMH Immediate Care / Occupational Health Facility. (U.S. Hwy. 31) **If an employee is injured on the job and seeks treatment and/or long term care at a facility other than the one designated above, the employee may be responsible for the payment of medical claims and treatment.**
2. After notification to the immediate supervisor and obtaining treatment for the injury, the employee must notify the Operations Office either in person or by telephone at 346-8741 to ensure the proper forms are completed and sent to the insurance carrier, i.e. *First Report Of Injury* form. This notification MUST be completed within two working days from the time of the injury or illness. Failure to comply with this timeline may cause the claim not to be paid by the insurance carrier.
3. An employee unable to work because of a disability caused by an injury while carrying out the functions of their job in the Franklin Community School Corporation will be compensated at the employee's daily rate for the first week of such disability. Said days off for the first week shall not be charged against sick leave. Following the first week of the employee's absence due to a school related injury, the employee may elect to use their sick and/or personal leave to make up any loss of income to which they would have normally been entitled. This is considered to be the difference between Worker's Compensation payments and the employee's normal daily rate. Under no circumstance may compensation for any given day of lost wages exceed the employee's normal daily rate.
4. Employee must use sick, personal, or vacation time if they choose to be off and FCS can meet their restrictions.
5. Where necessary, employees are responsible for timely filing of extensions.
6. It is requested that follow up doctor appointments and therapy sessions be made outside of your shift hours. If this is NOT possible, please contact your immediate supervisor.

Pesticide

Pesticide Use at Schools Rule – 357 IAC 1-16

The purpose of Rule *357 IAC 1-16* is to minimize the potential for pesticide exposure to students at schools. This rule is put in place to establish requirements for those who apply pesticides at schools, to establish restrictions on the use and storage of pesticides at schools, to establish a record keeping requirement for pesticides applied at schools, and to establish a parent, guardian, and staff registry and notification requirement for pesticides applied at schools. Typical facility maintenance requires the use of pesticides from time to time. Effective pest management and appropriate landscaping maintenance and turf care involve the use of pesticides. Although we are not able to eliminate the use of pesticides completely, we will make every effort possible to apply these types of products during the summer months and/or during other extended break periods. FCS is committed to the safety of all students and staff. As part of the rule, FCS must provide 48 hours advance notice before applying pesticides. FCS will notify all registered parents, guardians, and staff members of these applications. To request notification you must register in the office at your school building. The registry will ask for your name, phone number, and email address. You may request to be added to the registry at any time during the year. For more information please contact our Director of Operations at 317-738-5800.

AHERA Notification

Under the Asbestos Hazard Emergency Response Act (AHERA), Franklin Community Schools is required to notify, in writing, all parents, guardians, and staff, on an annual basis, each school year, and file a copy of the notice in the management plan. The notice must advise that the management plan is available for inspection, without cost or restriction during normal business hours. FCS will continue diligent efforts to manage and control existing asbestos containing materials. If further information is needed, contact our Director of Operations at 317-738-5800.

Operations & Maintenance:

1. 6-month surveillance inspections for all buildings containing asbestos materials.
    - Union Elementary – Boiler Room
    - Webb Elementary – Boiler Room, Floor Tile
2. Inspections are completed by an independent third party insuring the asbestos contained in the above listed buildings remains in safe condition for the occupants of such buildings.

FRINGE BENEFITS

Leaves and Absences

Employees should refer to the benefit schedule for a complete outline of paid time off. Food Service employees should refer to your department outline.

Sick Leave

Employees may use sick days for the following purposes: personal illness, doctor/dental appointments, illness in the immediate family. (Immediate family will be defined as husband, wife, son, daughter, mother, father, or a relative living in the home) The Corporation renewal date for awarding sick leave is July 1st of each year. New employees to the Corporation will receive a pro-rated amount of sick days based upon their hire date, after completing 60 days of service, on the next scheduled pay date.You may accumulate a maximum of 140 sick days. An amount of $25.00 per day will be paid for each day earned in excess of 140 days.

Sick leave is available on the following basis for eligible employees:

Assigned Days	Sick Leave
Up to 212 days	7 sick days
213 - 222 assigned days	8 sick days

223+ assigned days	9 sick days
260 assigned days	10 sick days

Sick leave is available on the following basis for eligible classroom assistant positions (benefit schedule 20):

Years of service	**Sick Leave**
0-4 years	1 sick days
5+ years	3 sick days

Procedure to be followed for the use of sick leave:
- ➢ Employees shall notify the appropriate supervisor as early as possible if unable to report for duty.
- ➢ All sick days must be used before unpaid leave is granted under a medical leave.

If an employee is absent from work for more than three (3) consecutive days, a statement from a licensed physician is required before returning to work as well as the completion of the proper FML (Family Medical Leave) paperwork if eligible.

Personal Leave

Personal days are to be used for unforeseen obligations and situations not covered by sick leave or bereavement leave. Employees must notify the appropriate supervisor in advance and be granted authorization for the use of personal leave.

Personal leave may not be requested the day before or following a school holiday, without special permission from the supervisor.

The Corporation renewal date for awarding personal leave is July 1st of each year. **New employees** to the Corporation will receive a pro-rated amount of personal days based upon their hire date, after completing 60 days of service, on the next scheduled pay date.

Unused personal leave will accumulate as sick leave on July 1st of each year with the exception of classroom assistants. Personal days awarded to classroom assistants expire on June 30th and do not accumulate.

Personal leave is available on the following basis for eligible employees:

Assigned Days	**Personal Leave**
Up to 235 assigned days	2 personal days
Classroom Assistants	2 personal days
260 assigned days	3 personal days

Vacation Days

Paid vacation days are granted only to 12 month employees. The Corporation renewal date for awarding vacation days is July 1st of each year-based on your years of completed service **at that time**. (Depending upon the hire date of the employee, these days will be pro-rated on July 1, until the full allotment has been earned.) **New employees** to the Corporation will receive a pro-rated amount of vacation days based upon their hire date, after completing 60 days of service, on the next scheduled pay date. Employees must notify the appropriate supervisor in advance and be granted authorization for the use of a vacation day(s). Up to five vacation days remaining on June 30th the following year, may be carried over to the following year. Following the one year rollover period, any unused vacation days will be added to the employee's sick leave balance.

Vacation days are available on the following basis for eligible employees:

Years of Service (as of July 1)	**Vacation Days**
Completion of 60 days	Up to 10 vacation days (prorated based on hire date and July 1 renewal)
Completion of 5 years	15 vacation days
Completion of 10 years	20 vacation days

If employment is voluntarily severed, any accrued vacation days remaining on the last day of employment will be paid out on the final paycheck. If an employee is involuntarily terminated for any reason the employee will NOT be eligible for payment of unused vacation days.

Bereavement Leave

Support staff employees may request to be absent a maximum of five (5) days within seven (7) consecutive calendar days of the day of death for each death in the immediate family. The immediate family is interpreted to mean father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, husband, wife, child, miscarriage, step-child, father-in-law, step-father-in-law, mother-in-law, step-mother-in-law, son-in-law, step-son-in-law, daughter-in-law, step-daughter-in-law, and any relative who at the time of death was living as a member of the household of the employee. Legal guardians and wards shall be counted as parents and children for bereavement leave purposes.

Three (3) days of bereavement leave may be granted for grandparents, sisters -and brothers-in-law, grandparents-in-law, grandchildren, aunts, uncles, nieces and nephews. One (1) additional day may be granted by the superintendent or designee in extenuating circumstances surrounding the need for additional bereavement leave days. The employee affected by the death may request the additional day of bereavement leave, over and above the maximum of five (5), through a written request to the superintendent *or designee*. Should an employee not use a total of five (5) days at the time of bereavement, two (2) days remaining of the five (5) bereavement leave days shall be available during the calendar year for the employee to settle estate matters. One (1) day per calendar year shall be granted for funerals of close friends.

Jury Duty

Employees serving on a court-appointed jury shall be paid his/her normal daily rate for each day of jury service provided the employee repays to the corporation all pay received from the court for such jury duty except the reimbursement for mileage and/or meal expenses. This includes being subpoenaed for a matter related to school business.

Voluntary Sick Leave Bank

A sick leave bank for eligible employees has been established. The bank will be administered by the superintendent or designee, who will establish the necessary procedures. Only those who voluntarily contribute to the bank may seek to derive benefits. If a classified staff member chooses to “opt in” that person remains in the sick leave bank until they terminate service with the corporation. In order to avoid inclusion into the sick leave bank the staff member must “opt out” annually based on the deadline set by HR. An employee who originally “opts out” of the sick leave bank can choose to “opt in” annually based on the deadline set by HR. Unused sick leave days will remain in the bank and carry over from year to year. Should the bank become depleted then participating staff members would be required to contribute at least one more day.

Leave Without Pay

Leave without pay must have prior approval of the Superintendent or his/her designee.

Family and Medical Leave

Employees may find it necessary to take an unpaid leave of absence from work for certain personal or family medical reasons as provided in the Family and Medical Leave Act (FMLA) of 1993 (Appendix A). To the extent an employee’s family or personal medical leave qualifies as a leave offered by the school corporation, such leaves will run concurrently.

1. An employee is eligible for FML if they have worked for the corporation for at least twelve (12) months, **and** for at least 1,250 hours over the twelve (12) months prior to the leave request. The total amount of FML is 12 weeks during any calendar year.
2. An employee requesting a leave of absence under FML shall make written application to the Human Resources Department on the designated form at the administration building. The request should be 30 or more days in advance of the start of the leave unless the leave is based on an emergency. In the event of an emergency, the employee shall provide as much notice as possible. Employees who request leave for planned medical treatment must try to schedule treatment to avoid disrupting the operation of the school corporation.
3. An eligible employee will be granted unpaid FML leave for a serious health condition that makes the employee unable to perform his/her job. FML leave and other available accrued leave will run concurrently. Prior to returning to work, the employee must provide a statement from his/her healthcare provider that he/she is able to resume work.
4. An eligible employee will be granted unpaid FML to care for the spouse, child or parent of the employee if the family member has a serious health condition.
5. An eligible employee will be granted unpaid FML for the birth of a child of the employee and to care for the child or for the placement of a child with the employee for adoption or foster care.
6. An employee's request for FML due to a serious health condition of the employee or family member must be supported by a certificate issued by a health care provider and recertification may be required on a reasonable basis. If such certification or recertification is not provided on a timely basis, the leave may be denied or discontinued until it is provided. The school corporation may elect to obtain a second opinion of the existence of a serious health condition.
7. As part of an eligible FML for a serious health condition of the employee or family member, intermittent or reduced schedule leave may be taken when certified by a health care provider. Leave taken for the birth or placement of a child of the employee cannot be taken intermittently or on a reduced leave schedule. The school corporation may elect to obtain a second opinion of the medical necessity for this type of leave.
8. Employees who have requested intermittent or reduced schedule leave for planned medical treatment may be transferred temporarily to an available alternative position at the discretion of the school corporation. The alternative position will not affect the benefits of the employee.
9. Employees on an unpaid FML must use available sick and/or personal days. An employee returning from a FML will be returned to the same or similar position held prior to the leave or they may be placed in an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Effective January 1, 2017, when an approved FML overlaps fiscal years, the employee shall receive benefit time as of July 1st. Exceptions to such restoration will include but not be limited to changes in the workforce such as layoffs or elimination of positions/departments resulting in no position to which the employee would be entitled if the employee had not taken the leave.
10. During the FML to which eligible employees are entitled, eligible employees will continue to be defined as employees of the school corporation and will be eligible to participate in the various group insurance programs by paying their portions of the premium. Contributions will be due monthly.
11. Employees will not receive holiday pay for holidays occurring during any portion of a FML which is unpaid either because no paid leave is substituted for the unpaid leave or because all paid leave has been exhausted.
12. An employee returning from FML must be able to assume all essential functions of his/her job upon return. An employee must provide certification from a health care provider stating the employee is able to resume work as a condition to restoring the employee whose leave was based on the employee's serious health condition.
13. Unless required otherwise by law, an employee granted FML who fails to return to work upon expiration of the leave will be classified as "voluntarily terminated."

Insurance

Health Insurance

The school corporation will provide a specific amount, per classification of employment, per year, toward the cost of the annual premium for eligible employees. The school corporation's contribution toward the cost of health insurance will cease when the employee terminates employment with the corporation. Thereafter, the former employee exercises his/her options under the Consolidated Omnibus Reconciliation Act (COBRA) of 1985.

Dental Insurance

The school corporation will provide a specific amount per classification of employment, per year, toward the cost of the annual premium for eligible employees.

Vision Insurance
The school corporation will provide a specific amount per classification of employment, per year, toward the cost of the annual premium for eligible employees.

Term Life Insurance
Eligible employees will be provided a term life insurance policy and accidental death and dismemberment benefit. The face value will vary depending upon the employee's job classification. The school corporation will provide a specific amount per classification of employment, per year, toward the cost of the annual premium of the basic life insurance plan for eligible employees.

Employees who are eligible for basic life insurance may also purchase a supplemental life insurance policy. Supplemental life insurance may also be purchased for a spouse and/or dependents. **Subject to guidelines set forth by the South Central Indiana School Trust and FCS.*

Long Term Disability Insurance
Eligible full-time employees will be provided a long term disability insurance policy that includes a minimum benefit of 66 2/3% of base salary, subject to eligibility. The school corporation will provide a specific amount per classification of employment, per year, toward the cost of the annual premium for eligible employees.

Retirement Benefits
~~Eligible retiring employees and their spouses may elect to continue coverage with the group medical, dental, and life insurance program as per state law and South Central Indiana School Trust guidelines or if eligible for retirement as defined above. The total cost of insurance coverage is paid by the retiree.~~

~~Employees of the Franklin Community School Corporation are eligible for FCS retirement benefits when they reach one of the following categories:~~

~~5. At minimum age 55 and 20 years of employment with FCS~~
~~6. Your age at retirement plus your total years of creditable service equals a minimum of 85 or more~~
~~7. The employee becomes disabled~~

403(b) Retirement Annuity
Any employee may elect to have a portion of their gross pay sent directly to the chosen carrier to purchase a 403(b) retirement annuity. FCS does not contribute to this benefit. Please see Human Resources if you are interested.

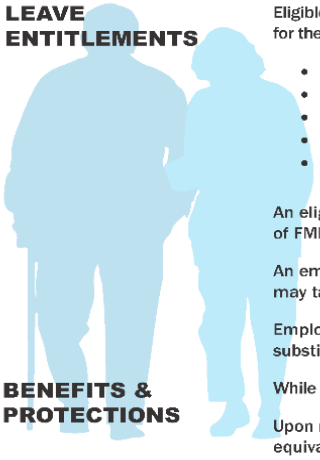
PERF
The Public Employees Retirement Fund (**PERF**) is a state operated retirement system. (Also known as the Indiana Public Retirement System **INPRS**) The school corporation currently pays approximately 11.2% and *eligible employees* pay approximately 3% of their salary income. (FCS contribution is subject to change.)

FCS Retirement Severance
Eligible retiring employees (see Retirement on page 9 for eligibility requirements) are entitled to additional compensation based on the amount of accumulated sick leave days at the time of retirement. The additional compensation shall be an amount equal to his or her daily pay as determined by the final annual salary multiplied by ½ the number of accumulated sick leave days not to exceed seventy (70) days. Also, the corporation will pay $85.00 per year of service with FCS to full-time permanent employees.

APPENDIX A: FAMILY AND MEDICAL LEAVE ACT

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION



LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

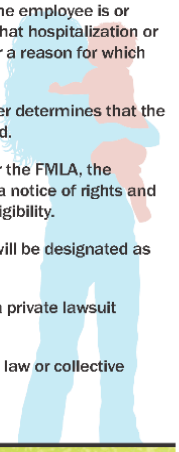
*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.



EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WAGE AND HOUR DIVISION

WH1420 REV 04/16

APPENDIX B: Infectious Material Exposure Plan

Infectious Material Exposure Control Plan (2018)

A universal precaution is an approach to infection control and shall be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

Occupational Exposure means reasonably anticipated skin, eye, mucous membrane, or parenteral (piercing mucous membranes of the skin barrier through such events as needle sticks, human bites, cuts and abrasions) contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

The following are established general provisions of Franklin Community School Corporation with regard to potential contact of school employees with blood and other potentially infectious materials.

I. Exposure Determination

This section of the policy establishes a system for determining those employees who are "reasonably anticipated" to be exposed to blood and other infectious materials during the course of employment. When determining who has potential for exposure, Franklin Community School Corporation will not consider any personal protective equipment which may be used by employees)i.e., rubber gloves, mask).

A. List One

Consists of those job classifications for which all employees have occupational exposure:

Health Services Personnel
Counselor (Special Education)
School Principal and Assistant Principal
Athletic Trainer
Coach (Contact Sport)
Essential Skills Staff (if school employee)
Transportation Bus Driver (Special Education)
Custodial Personnel

B. List Two

Consist of those job classifications in which some of the employees have occupational exposure:
Grounds/Maintenance Personnel
Transportation Bus Driver (Non-Special Education)
Teacher (Non-Special Education)
Instructional Assistant
Coach (Non-Contact Sport)
Food Service Personnel
Building Secretaries
Security Supervisor
Security Director

C. List Three

Consist of those job classifications which employees are unlikely to have occupational exposure:

Central Office Administration

Technology Personnel
Consultant
Courier

D. Tasks and Procedures

Includes tasks and procedures where occupational exposure may occur. Such tasks are performed by employees holding jobs listed in the first or second list.

Giving injections
Cleaning up blood and/or other bodily fluids
Providing First Aid
Cleaning and dressing wounds
Changing catheters
Giving CPR
Applying ointments or analgesics
Cleaning bathroom areas
Transporting developmentally disabled
Tube feedings
Diaper changing
Toileting
Physical restraint of violent students
Being spit upon
Being scratched
Handling soiled towels or garments
Stoma care
Inhalation treatment
Teaching developmentally disabled

II. Compliance

The Franklin Community School Corporation follows the "Universal Precautions" for handling bodily fluids. Franklin Community School Corporation will insure that the following are provided:

1. Employers shall provide hand washing facilities which are readily accessible to employees.
2. Employees will wash hands and any other skin with soap and water or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.
3. When profision of hand washing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic toweletts. When antiseptic hand cleansers or toweletts are used, hands shall be washed with soap and running water as soon as feasible.
4. Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.
5. Procedures involving blood and other potentially infectious materials will be handled in such a manner as to minimize splashing, spraying, splattering or gestation of droplets of these substances.
6. Franklin Community School Corporation will provide, at no cost to the employee, personal protective equipment to employees who have an occupational exposure to potentially infectious materials. Examples of personal protective equipment which is to be provided are gloves, protective eyewear and masks, aprons and pocket masks. Equipment purchased will be designed not to permit blood or other potentially infectious materials to pass through to or reach an employee's clothes and skin when used under normal conditions.

7. Franklin Community School Corporation will provide for cleaning, repairing, and properly disposing of personal protective equipment used by the employees. Gloves are to be used when the employee may have hand contact with blood or other potentially infectious materials.
8. Work sites which are exposed to blood and other potentially infectious fluids are to be cleaned. Franklin Community School Corporation will maintain a schedule for cleaning these work areas and provide for immediate decontamination of all areas which are exposed to or have been in contact with blood and other potentially infectious materials. Broken glass which may be contaminated with infectious fluids should be cleaned up by using mechanical means and not by hand (i.e.; by dustpan and brush, tongs, forceps).
9. Franklin Community School Corporation will provide proper precautionary disposal and cleaning of any materials which may have been contaminated by blood and/or other potentially infectious materials (contaminated needles will be placed in a sharps disposal container located in each school clinic).

III. Hepatitis B Vaccination

Franklin Community School Corporation will make available to all employees, who are occupationally at risk of exposure to the Hepatitis-B virus, the Hepatitis-B vaccination series. In addition, the school will make the series available to an employee after a post exposure incident (exposure incident means a specific eye or mouth, or other mucous membrane, non-intact skin, pierced mucous membrane or skin by a cut, human bite, or abrasion, contact with blood or other potentially infectious materials resulting from performance of an employee's duties). The medical procedures including the vaccine and its' series and any treatment necessary is to be made available to the employee at no cost to them, at a reasonable time and place, and is to be performed under the supervision of a licensed doctor or health care professional at the recommended intervals of the U.S. Public Health Service. All lab tests are to be conducted at an accredited lab and at no expense to the employee.

1. Hepatitis B Vaccine and Vaccination Series
   This vaccine will be made available to all employees who hold the positions listed in the exposure determination after they have received training and within ten days of job assignment which would potentially expose them to blood and other potentially infectious materials. The only exceptions are; (1) if the employee has received the completed hepatitis B vaccination series
   (2) antibody testing has revealed the employee is immune
   (3) medical reasons prevent the employee from receiving the vaccine. The employee may decline to take the vaccine.

   If an employee does decline to receive the vaccine, he/she must sign a statement saying so (see appendix for form). This statement should be kept in the medical records of the employee. An employee who initially declines may decide at a later date to receive it. If so, the same standards and regulations as described above apply. If booster shots are required, they must be made available to the vaccinated employees.

2. Post-Exposure Evaluation and Follow-Up
   Every employee who is involved in an exposure incident will go through a process of post-exposure evaluation and follow-up. Exposure incident does not mean the routine handling of potentially infectious materials in which Universal Precautions are effectively implemented. After an exposure incident, Franklin Community SChool Corporation will make available to employees who are involved, a medical evaluation. This evaluation will be confidential. The following will be required:
   (1) documentation of the exposure incident and the circumstances surrounding the exposure
   (2) identification of the individual who was the source of the infectious material unless such identification is prohibited by law.

Immediately after the exposure incident, an attempt will be made to obtain consent for testing from the person who was the source of potentially infectious material. If consent can be obtained, the test will be for the Hepatitis B virus and the HIV virus. If the individual is already known to have either of these viruses, no testing is required. If the test(s) is/are positive, the results will be made known to the employee who was exposed. Every precaution will be taken to maintain confidentiality for the person who was the source of the infectious material. The employee who has experienced an exposure incident will be told of the applicable laws and regulations concerning the infection. After consent, the potentially exposed employee's blood should be tested at the intervals suggested by the Center for Disease Control. If consent cannot be obtained, no testing will be don on the individual who was the potential source of the infectious material. Franklin Community School Corporation will provide post exposure treatment, if it is medically indicated by the U.S. Public Health Service in addition to counseling and evaluation of reported illnesses relating to the exposure incident. The healthcare professional who evaluates the potentially exposed employee will be provided the following information by Franklin Community School Corporation:

a. copy of the Infectious Material Exposure Control Plan of Franklin Community School Corporation,
b. description of the duties of the employee as they relate to the exposure incident
c. Documentation of the exposure incident and the circumstances surrounding the exposure
d. Results of the individual's blood test who was involved with the exposure incident, and
e. Medical records of the employee which include vaccination status and are relevant to appropriate treatment.

The healthcare professional, within fifteen days after completion of the evaluation, shall write an opinion as to whether the employee should receive a Hepatitis B vaccination and if so, whether the employee has received it. The opinion should also include information that the employee has been informed of the results of the evaluation and of any medical conditions resulting from exposure which require additional evaluation or treatment. Any other findings or diagnosis other than those listed above shall be kept confidential and should not be in the written opinion. The school corporation is required to obtain a copy of this report and give it to the employee within fifteen days after the valuation has been completed.

3. Communication of Hazards to Employees

All employees who have occupational exposure to potentially infectious materials will be trained at no cost to them and during working hours. The training is to be provided at the time of the employee's initial assignment and at least annually thereafter. The annual training for all employees will be provided within one calendar year of their previous training. If an employee's tasks change or are modified in a way which would affect the occupational exposure of that employee, additional training is required and may be limited to addressing the new exposure created by the changes of modifications.

The training program will be presented in such a manner that all employees are able to understand and comprehend it. The program will also contain the following:

a) A copy of the regulations and an explanation,
b) A general explanation of the epidemiology and the symptoms of bloodborne diseases,
c) An explanation of the modes of transmission bloodborne pathogens,
d) An explanation of the school corporation's exposure control plan and a copy of the plan,
e) An explanation of the various ways to recognize blood and other potentially infectious materials,
f) An explanation of the methods which will reduce or eliminate exposure including use of work practices and personal protective equipment,
g) Information on the proper use, handling, selection, and disposal of personal protective equipment,
h) Information on the Hepatitis B vaccine including its safety, method of administration, and benefits, and that it will be offered free of charge,
i) Information on actions to take and the people to contact in an emergency situation involving blood and other potentially infectious materials,

j) An explanation of the procedure to be followed if an exposure incident occurs including reporting requirements and that a medical follow-up will be available,
k) Information about the post-exposure evaluation and follow-up, and
l) An opportunity for questions and answers between the employees and the trainer.

The person who conducts the training will be someone who is knowledgeable about bloodborne pathogens, their transmission and vaccinations, and how it relates to the school setting.

IV. Recordkeeping

Franklin Community School Corporation will keep and maintain an accurate medical record of each employee with occupational exposure. The record should include:

1) Name and social security number of employee,
2) Hepatitis B vaccine status, dates of the vaccinations, and medical records relating to the employee's ability to receive vaccinations,
3) Copies of all exams, medical tests, and follow-up procedures done after an exposure incident the employee reported,
4) A copy of information given the healthcare professional after an exposure incident, and
5) A copy of the healthcare professions written opinion.

The medical records of each employee is to be kept confidential and cannot be released, disclosed, or reported to anyone within or outside of the school corporation without the express written consent of the employee. The only exception is if the disclosure of the medical record is required by law or the regulations. These records are to be maintained for the duration of the employee's employment plus thirty years.

Franklin Community School Corporation will maintain training records. These records are to include the following items:

1) Dates of the training sessions,
2) A summary of the training sessions,
3) Names and qualifications of the persons conducting the training sessions, and
4) Names and job titles of all employees attending the sessions.

The training records are to be maintained for three years from the date the training occurred. All of the records required to be maintained are to be made available to the Assistant Secretary of Labor for Occupational Safety and Health and/or the Director of the National Institute for Occupational Safety and Health or their designated representatives for examination and copying.

V. Procedure for evaluation of Exposure Incident

In the event that an employee is involved in an exposure incident, the building principal, and the Superintendent of Franklin Community School Corporation will appoint a Safety Committee.

The Safety Committee will have the following information available:

a) A copy of the school corporation's Exposure Control Plan,
b) A description of the duties of the employee as they relate to the exposure incident,
c) Documentation of the exposure incident and the circumstances surrounding the exposure,
d) The results, if available, of the individual's blood test who was the source of the exposure incident, and
e) Medical records of the exposed employee (to include vaccination status and other information relevant to treatment).

The committee will determine:

a) Whether the incident was preventable,
b) Whether the employee followed existing Universal Precaution policy,
c) Whether high-risk behavior was taken unnecessarily,
d) Whether the individual knowingly exposed others.

The Safety Committee will make recommendations to prevent similar incidents.

Follow-Up:

1) The employee will receive a copy of the committee's recommendations and demonstrate an understanding how those recommendations are to be implemented by him/her and his/her subordinates.
2) Education will be provided to the employee to prevent similar incidents in the future.
3) Needed equipment is provided to the employee and the employee understands how to use it correctly.
4) All employees involved in similar work circumstances will be able to demonstrate an adequate understanding of how the equipment and procedures are to be used to carry out the recommendations of the committee.
5) The committee will establish a schedule of follow up spot checks and system evaluation to be implemented over an extended period of time.
6) At the end of the evaluation period, the committee will issue a final report to the Superintendent of Franklin Community School Corporation.

APPENDIX C: Flexible Work Schedule Request/Decision Form

FRANKLIN COMMUNITY SCHOOLS
Student-Centered • Innovative

Dr. David Clendening
Superintendent

Mrs. Brooke Worland
Assistant Superintendent

Ms. Tina Jobe-Gross
Chief Financial Officer

Mr. Matt Sprout
Director of Technology

Mr. Jeff Sewell
Director of Operations

Flexible Work Schedule Request/Decision Form

Part I –To be completed by the employee

At least 30 days prior to the anticipated start of a flexible work schedule, complete this form and submit to your supervisor.

Name:_____ Employee ID:_____Building/Department:_____

Position:_____Supervisor's Name:_____ Employee Type: □Non-exempt □Exempt

Current Work Schedule		**Proposed Flexible Work Schedule**	
Day	Start/End Times/Lunch duration	Day	Start/End Times/Lunch duration
Sunday		Sunday	
Monday		Monday	
Tuesday		Tuesday	
Wednesday		Wednesday	
Thursday		Thursday	
Friday		Friday	
Saturday		Saturday	
Total Hours*:		Total Hours*:	

**Non-exempt employees not to exceed 40 hours per week*

I have received and read the Flexible Work Schedule policy. I certify that my work can be completed within the schedule set forth above with no loss of customer service or disruption to others in my department or in the department's operations. I understand that my supervisor or department head may require me at any time for any reason to return to the regular work schedule. I agree to do so upon request. I also understand that I must submit a new Flexible Work Schedule Request to make a change in my schedule, including returning back to regular work hours.

Employee Printed Name:_____ Employee Signature: _____ Date:_____

Part II –To be completed by the supervisor/department head.

□Approved (in effect from _____ to _____) □Approved with modifications* □Denied/Terminated*

*If agreement was modified or denied please explain why:_____
_____
_____.

Supervisor Printed Name:_____ Supervisor Signature: _____ Date:_____

Department Head Printed Name:_____Department Head Signature: _____Date:_____

HR Printed Name:_____ HR Signature: _____ Date:_____

CC: Payroll coordinator, employee personnel file

998 Grizzly Cub Drive • Franklin, Indiana 46131
Phone: (317) 346-8700 Fax: (317) 738-5812 www.franklinschools.org

FRANKLIN
COMMUNITY SCHOOLS
Student-Centered • Innovative

Classified Staff Handbook

Franklin Community Schools
998 Grizzly Cub Drive
Franklin, IN 46131

Revised July 2025

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Welcome to Franklin Community Schools!

INTRODUCTION

Our classified staff members are an integral part of Franklin Community Schools. As a member of our team, you will be relied upon to provide a safe and secure learning environment for our children, preserve the community's property, collaborate with other team members, and provide a positive experience to all who visit our buildings. Our classified staff is one of the primary cornerstones in building the culture at FCS.

This handbook contains valuable information that will help you understand the operation of our schools and become familiar with our employment policies and procedures. Thank you for being a part of our team!

Mission Statement

Together, we empower greatness in all learners through collaboration, dynamic partnerships, and rich experiences that develop a world-class learning environment.

Vision

Where education is student-centered and innovative and learners are inspired to become great!

Guiding Principles

Individual Student Growth

Franklin Community Schools will provide learning experiences that maximize individual student potential.

Communication

Franklin Community Schools will share and receive information in a clear, concise, and timely manner.

Systemic Continuous Improvement

Franklin Community Schools will utilize a fluid process that engages stakeholders in defining, analyzing and evaluating possible solutions

Collaboration

Franklin Community Schools will provide opportunities for teachers, students, support staff and administrative leaders to work together to achieve common goals

Trust

Franklin Community Schools will build an atmosphere of confidence through an open and transparent environment.

PERSONNEL GUIDELINES

Employee Responsibility

It is the responsibility of each employee to become familiar with all rules and regulations set forth by Franklin Community Schools. This handbook is not intended to be an all-inclusive list of policies and procedures. The complete list of bylaws, policies and guidelines may be found on our corporation website at www.franklinschools.org. If you have any questions please discuss them with your immediate supervisor.

Work Expectations

1. Promptly report to work as assigned unless unavoidable personal business or personal or family illness make it impossible to report to work.
2. Dress appropriately for an educational environment. Employees are expected to maintain a clean and neat personal appearance and avoid extremes of dress and personal grooming which might be unsafe or that interfere with job performance or the learning environment of FCS.
3. Communicate with staff, students, parents and community members in a considerate and courteous manner.
4. Employees should not use FCS property (including but not limited to buildings, vehicles, equipment, office supplies, and other materials) for personal purposes.
5. Employees should follow the rules and guidelines set forth in the Acceptable Use Policy (AUP). Employees should use FCS e-mail for school purposes and limit personal use. FCS reserves the right to monitor the e-mail system to assure that it is being used for school purposes only.
6. Commit to maintain a clean and safe work environment. Employees should report any unsafe or potentially unsafe situation or conditions to their supervisor immediately. Employees should follow all procedures for securing buildings and ensure designated doors are locked at all times. The issuance of building keys is limited in order to maximize facility security. If you are authorized to have a key, you will be held responsible for any unauthorized use of that key.

Changes in Policy

The Board of School Trustees expressly reserves the right to change any of our policies at any time, including those guidelines addressed in this handbook. We will notify employees of these changes by posting them on the Corporation website (www.franklinschools.org) or by other appropriate means. Changes will be effective on dates determined by the Board of School Trustees. If you are uncertain about any policy or guidelines, please contact your immediate supervisor or Human Resources.

At Will Employment

All classified personnel not covered by the terms of a negotiated agreement are hired as “at will” employees. At will status means either party (FCS or the employee) may terminate employment at any time for any reason. **The Franklin Community Schools Classified Staff Handbook is not an employment contract.**

Equal Opportunity

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, or genetic information which are classes protected by Federal and/or State law (collectively, "Protected Classes") 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. For more information, please refer to policy A100.

Probationary Period

New classified employees serve a 60 calendar day probation period. New employees may receive a performance review at the completion of the probationary period. No benefits, including leave time, will be available to the probationary employee except membership in the Indiana Public Employees Retirement Fund (eligible employees only). Upon successful completion of the 60 day probationary period, benefit time will be pro-rated based on the employee’s hire date and eligibility as outlined in this handbook.

Hiring Procedures

Open positions will be posted on the corporation website (www.franklinschools.org) and sent via email to all staff. Transfer requests should be made in writing to the contact person listed on the vacancy notice. You may be asked to complete or update an online application or resume. Internal candidates will be considered for the position based on qualifications, work performance, attendance, skills, and years of service. FCS reserves the right to transfer an employee from their current position or building at any time based on student enrollment or district needs.

Change in Employment Status

When an employee changes from one job classification to another, the probationary period will be waived with regard to awarded benefit time from FCS. The waiting period as set forth by the South Central Indiana School Trust and FCS for insurance benefits shall remain 60 calendar days from the first date of employment in a benefits eligible position. It is the employee's responsibility to be aware of a change in benefits when moving from one classification to another. If there are any questions concerning benefits, employees should contact Human Resources.

Nepotism & Conflict of Interest

It's important for all FCS employees to uphold high standards of honesty, integrity, fairness, and professionalism. This helps the school run smoothly and builds trust with the community.

Nepotism: The School Board stresses the importance of thoughtfully considering the hiring of relatives of decision-makers and managers, as it can lead to problems in the workplace. While hiring family members is legal, favoritism should not influence the process. While the Corporation allows the hiring of relatives but requires careful consideration of potential issues, it is not permissible for one relative to supervise the other relative. Please refer to policy A125 for the definition of relative for the purpose of this policy.

Conflict of Interest: A conflict of interest happens when a member or employee of the School Board might gain money or benefits from a contract or purchase made by the School Corporation. Any employee who has reason to believe that he or she may have a conflict of interest is required to disclose the potential conflict. For more information, please refer to policy A125.

Inclement Weather/Emergency Closings and Delays

If school is **delayed** due to inclement weather, please exercise reasonable caution when traveling to work. Your personal safety should always be a priority. If an employee chooses not to come to work, they must contact their supervisor. Employees may use personal or vacation time if they decide not to report. If neither personal nor vacation time is available, they may take unpaid leave. **Please note that unpaid leave will not be approved if personal or vacation time is still available**.

On days when school is **canceled**, employees who work less than 260 days are not required to report to work. However, they will be expected to work on any scheduled make-up days. Employees assigned to work 260 days are expected to report to work as soon as it is safe to do so, using reasonable caution. If an employee chooses not to come to work, they must contact their supervisor. Employees may use personal or vacation time if they decide not to report. If neither personal nor vacation time is available, they may take unpaid leave. **Please note that unpaid leave will not be approved if personal or vacation time is still available**.

Procedures for Absences

Employees are expected to report to work on time every day. Employees who will be absent or late are expected to contact their supervisor as soon as possible. Employees are expected to communicate when they expect to return to work. It is the employee's responsibility to ensure that proper notification is given.

Employees are expected to manage their time off responsibly. "Dock status" or unpaid days means you miss work without available benefit time, and you won't be paid for that time off. Being in dock status is not encouraged and may lead to a warning or other disciplinary action, including up to termination. If you know you'll need time off but don't have any benefit time left, talk to your supervisor ahead of time. Unpaid time off must be approved and may not always be allowed.

If an employee is absent from work for more than three (3) consecutive days, a statement from a licensed physician is required before returning to work as well as the completion of the proper FML (Family Medical Leave) paperwork if eligible.

Holidays

The Board authorizes the following paid holidays for classified staff members working 260 days per year on the date of said holiday(s): President's Day, New Year's Eve, New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving (2 days), Christmas Eve, and Christmas Day. The holiday will be observed on Friday or Monday for paid holidays that fall on Saturday or Sunday. To receive holiday pay, you must work the day before and the day after (Or use approved vacation, sick, or personal time).

The Superintendent may require a classified staff member to work on a holiday when, in his/her opinion, failure to do so would impair public safety.

Disciplinary Procedures and Progressive Discipline

Classified personnel may be subject to immediate termination or other disciplinary action without previous warning for engaging in any of the following actions:

- Immorality
- Insubordination
- Being under the influence of drugs or alcohol
- Falsification of records
- Breach of employment duties
- Failure to conform to the rules and regulations of the corporation
- Incompetence
- Other just cause

All infractions will be dealt with in one or more of the following procedures according to severity:

1. Coaching and/or Work Improvement Plan
2. Verbal warning (documented with form)
3. Written warning (documented with form)
4. Final written warning (documented with form)
5. Suspension ~~without pay~~
6. Termination

Three (3) consecutive days of "no-call no-show" activity may result in an involuntary termination.

Job Related Issues

Good communication is a critical key to individual and organizational success. If you have any questions about your work, if you are experiencing any job-related problems, or if you have a question or concern about any of our practices or policies, talk to your supervisor about it immediately. It is your supervisor's responsibility to listen to you and help you with job-related matters. If the problem or concern is related to your immediate supervisor, contact Human Resources.

SCHOOL BOARD POLICIES

The complete listing of FCS School Board policies can be found on the FCS website at www.franklinschools.org. It is the employee's responsibility to read these policies and conduct themselves accordingly at all times.

Note: It is the responsibility of every FCS staff member to report crimes and suspected child neglect and abuse.

EMPLOYEE RECORDS

Personnel Files

All employee records are confidential and protected by Federal law and FCS policies. There is limited access to all records. Employee records shall be available only to the employee and designated school officials. Designated school officials are the

Superintendent, central office administrators, and other such individuals as authorized by law or FCS policies and guidelines. An employee may review the contents of his/her file by notifying Human Resources in writing.

Evaluation Procedures

At least once a year, your supervisor will review with you a written evaluation of your performance. If you are a new employee, your supervisor may review your progress more often. You will receive a copy of your written evaluation. The original written evaluation will be forwarded to Human Resources and placed in your personnel file. Employees may be eligible for a wage increase and other incentives based on their performance evaluation.

Employee Service Record (Time Reporting)

All classified employees' hours of work, as determined by job classification, will be reported each pay period (two weeks) to the corporation's business office by the employee's supervisor or department manager. This report will be made on an individual service record for each employee as provided by the business office. The record shall contain the following information:

1. Personal data
2. Job classification
3. Hours worked on indicated days of pay period
4. Vacation days or other leave days
5. Lost time/Leave without pay
6. Overtime hours

Employees should be aware that the timesheet is a legal document and extreme care should be taken to ensure that the time worked is correct and reported only by the employee. The practice of "punching in" another employee's time card is strictly forbidden. Classified personnel are to notify their supervisor or his/her designee at the earliest possible time in the event of not reporting for work. All personnel must have permission from their immediate supervisor to leave the job during the work day. When tardiness or absences are not properly reported to the appropriate supervisor or when tardiness or absences are not for valid reasons, appropriate disciplinary action may follow.

Defined Seven (7) Day Work Week

The defined seven (7) day work week begins at 12:00 am Sunday through 11:59 pm Saturday.

Overtime Compensation

Overtime is defined as **approved** time worked over 40 hours in a workweek. No overtime shall be granted to support personnel without the approval of the Superintendent or designee. Custodial and maintenance personnel are expected to work in the event of an emergency. When overtime is granted, it shall be paid at a rate of one and one-half times (1 ½) the regular pay rate. Note: Only actual work time counts toward the forty (40) hours of work. Time off for vacation, illness, family illness, and personal business does not count toward the forty (40) hours of work.

FlexTime

All employees are expected to be at work during normal business hours unless prior approval is granted for a flexible work schedule. Flextime at FCS is a work schedule with a time of arrival and departure that differs from the standard operating hours due to **approved** extra time worked. Supervisors approve flextime on a case-by-case basis. Employees who have successfully completed their probationary period are eligible for flextime. An employee must discuss possible flextime arrangements with his/her supervisor prior to altering their schedule. A supervisor may approve or deny flextime requests based on factors such as staffing needs, the employee's job duties, and the employee's work record. Flextime must be used within 30 days of earning it and cannot accumulate beyond 24 hours. All flextime hours must be used by the completion of the school year and will not carry over. Flextime should be used prior to taking any benefit time including vacation and personal days.

Work from Home

Occasional working from home must **always** be pre-approved by the supervisor. Many positions are not suitable for work from home arrangements. These include positions that benefit from face to face interactions. Working from home should be as productive, efficient and as customer friendly as working from an FCS building. An employee who works from

home must have a proven ability to work independently, and for this reason, employees in their probationary period may not be eligible to work from home.

Flexible Scheduling

Full-time non-certified employees may request to work a flexible schedule if the department is sufficiently staffed and alternative scheduling would not hinder business needs to provide required operations and services. A flexible schedule is when the start and end times of a standard work day differ from the established standard (7:30 am to 4:00 pm) with a 1/2 hour unpaid meal break, yet the same number of hours per day are maintained. At the discretion of the supervisor, classified employees may have their stated work hours adjusted within the workweek in order to maintain a 40 hour workweek. Hours worked in excess of 40 hours in a workweek qualify as overtime.

Example: Employee is scheduled to work five (5) days per week, 7:00 am – 3:30 pm with a 1/2 hour unpaid meal break each day.

Example: Employee is scheduled to work five (5) days per week, Monday/Wednesday/Friday 7:30 am – 4:30 pm, and Tuesday/Thursday 8:30 am – 5:30 pm with a one hour unpaid meal break each day.

Example: Employee works 8:00 am – 4:30 pm with a 30 minute unpaid meal break.

Requests pertaining to flexible scheduling must be made in writing (using the approved form in Appendix G) and approved by the immediate supervisor and human resources. Employees may be required to be available at specific times and to change their schedules to accommodate variations in work demands. Franklin Community Schools, at its discretion, may revoke the approval of a flexible scheduling arrangement when deemed necessary. Notice will be provided to the employee as far in advance as possible so personal arrangements can be made, as required. The flexible scheduling arrangement does not continue when the employee moves to a different job. A new request will need to be completed.

Paydays/Direct Deposit

Paydays are generally every other Thursday. Direct deposit into your checking or savings account at the bank of your choice is required of all employees. On pay dates, you will receive an electronic payment stub showing how much was deposited into the account(s) and how much was deducted for taxes, insurance, and other deductions. It is the employee's responsibility to retrieve the payment stub via the Skyward Employee Access portal.

If an employee has questions about his/her pay deductions or check distribution, he/she should first contact his/her immediate supervisor. If the supervisor is unable to answer the employee's question, the employee should contact the Payroll Specialist.

Resignation

If an employee wishes to terminate his/her employment with FCS, a written notice of resignation is expected ten (10) work days prior to the last work day. Employees are expected to return FCS property upon separation of service, including badges, keys, uniforms and any other property belonging to FCS. Employees will be paid for any accrued vacation days, however, they will not be paid for any accrued sick, personal or bonus days unless they meet the requirement for retirement severance pay.

Current enrollees in the FCS group insurance program will have the option to continue participation under the Consolidated Omnibus Budget Reconciliation Act (COBRA), for a period of eighteen (18) months at the enrollee's expense.

Retirement

The retiring employee shall give a two week notice (minimum) of the intent to retire to their supervisor in writing.
Eligible retiring employees and their spouses may elect to continue coverage with the group medical, dental, and life insurance program as per state law and South Central Indiana School Trust guidelines or if eligible for retirement as defined below. The total cost of insurance coverage is paid by the retiree.

Employees of the Franklin Community School Corporation are eligible for FCS retirement benefits when they reach one of the following categories:

1. Age 65 or older with at least 10 years of service credit or,
2. Between age 60 and 65 with at least 15 years of service credit or,
3. Between age 55 and 59 if age and service credit total at least 85 ("Rule of 85")
4. The employee becomes disabled

Retirement Severance
Eligible retiring employees are entitled to additional compensation based upon the amount of accumulated sick leave days at the time of retirement. The additional compensation shall be an amount equal to his or her daily pay as determined by the final annual salary multiplied by ½ the number of accumulated sick leave days not to exceed seventy (70) days. Also, the corporation will pay $85.00 per year of service with FCS to full-time permanent employees.

Change of Personal Status

You must notify Human Resources if you have any changes in address, marital status, beneficiary, or in the number of dependents you claim. You may need to fill out new tax forms, insurance change forms, and your health insurance coverage may change. ***For insurance purposes***, you must report a change in status within **30 days** of the qualifying event.

Examples of a status change:

- Marital status change
  - Marriage
  - Death of a spouse
  - Divorce
- Change to number of dependents
  - Birth
  - Adoption/placement for adoption
- Dependent status change
  - Dependent reaches age 26
- Loss of coverage
  - Employee loses other coverage (spouse's coverage ends or medicaid/medicare eligibility ends)

WORKERS' SAFETY

Workers Compensation

If you are injured on the job or become ill as a result of working conditions, you may be entitled to workers' compensation benefits. These are different from your regular sick leave and health insurance benefits. Those employees who suffer a job related injury or illness must immediately report the injury or illness in the following manner.

1. Immediately notify your supervisor of injury or illness. If treatment is required, go to JMH Immediate Care / Occupational Health Facility. (U.S. Hwy. 31) **If an employee is injured on the job and seeks treatment and/or long term care at a facility other than the one designated above, the employee may be responsible for the payment of medical claims and treatment.**
2. After notification to the immediate supervisor and obtaining treatment for the injury, the employee must notify the Operations Office either in person or by telephone at 346-8741 to ensure the proper forms are completed and sent to the insurance carrier, i.e. *First Report Of Injury* form. This notification MUST be completed within two working days from the time of the injury or illness. Failure to comply with this timeline may cause the claim not to be paid by the insurance carrier.
3. An employee unable to work because of a disability caused by an injury while carrying out the functions of their job in the Franklin Community School Corporation will be compensated at the employee's daily rate for the first week of such disability. Said days off for the first week shall not be charged against sick leave. Following the first week of the employee's absence due to a school related injury, the employee may elect to use their sick and/or personal leave to make up any loss of income to which they would have normally been entitled. This is considered to be the difference between Worker's Compensation payments and the employee's normal daily rate. Under no circumstance may compensation for any given day of lost wages exceed the employee's normal daily rate.
4. Employee must use sick, personal, or vacation time if they choose to be off and FCS can meet their restrictions.
5. Where necessary, employees are responsible for timely filing of extensions.
6. It is requested that follow up doctor appointments and therapy sessions be made outside of your shift hours. If this is NOT possible, please contact your immediate supervisor.

Pesticide

Pesticide Use at Schools Rule – 357 IAC 1-16

The purpose of Rule *357 IAC 1-16* is to minimize the potential for pesticide exposure to students at schools. This rule is put in place to establish requirements for those who apply pesticides at schools, to establish restrictions on the use and storage of pesticides at schools, to establish a record keeping requirement for pesticides applied at schools, and to establish a parent, guardian, and staff registry and notification requirement for pesticides applied at schools. Typical facility maintenance requires the use of pesticides from time to time. Effective pest management and appropriate landscaping maintenance and turf care involve the use of pesticides. Although we are not able to eliminate the use of pesticides completely, we will make every effort possible to apply these types of products during the summer months and/or during other extended break periods. FCS is committed to the safety of all students and staff. As part of the rule, FCS must provide 48 hours advance notice before applying pesticides. FCS will notify all registered parents, guardians, and staff members of these applications. To request notification you must register in the office at your school building. The registry will ask for your name, phone number, and email address. You may request to be added to the registry at any time during the year. For more information please contact our Director of Operations at 317-738-5800.

AHERA Notification

Under the Asbestos Hazard Emergency Response Act (AHERA), Franklin Community Schools is required to notify, in writing, all parents, guardians, and staff, on an annual basis, each school year, and file a copy of the notice in the management plan. The notice must advise that the management plan is available for inspection, without cost or restriction during normal business hours. FCS will continue diligent efforts to manage and control existing asbestos containing materials. If further information is needed, contact our Director of Operations at 317-738-5800.

Operations & Maintenance:

1. 6-month surveillance inspections for all buildings containing asbestos materials.
    - Union Elementary – Boiler Room
    - Webb Elementary – Boiler Room, Floor Tile
2. Inspections are completed by an independent third party insuring the asbestos contained in the above listed buildings remains in safe condition for the occupants of such buildings.

FRINGE BENEFITS

Leaves and Absences

Employees should refer to the benefit schedule for a complete outline of paid time off. Food Service employees should refer to your department outline.

Sick Leave

Employees may use sick days for the following purposes: personal illness, doctor/dental appointments, illness in the immediate family. (Immediate family will be defined as husband, wife, son, daughter, mother, father, or a relative living in the home) The Corporation renewal date for awarding sick leave is July 1st of each year. New employees to the Corporation will receive a pro-rated amount of sick days based upon their hire date, after completing 60 days of service, on the next scheduled pay date.You may accumulate a maximum of 140 sick days. An amount of $25.00 per day will be paid for each day earned in excess of 140 days.

Sick leave is available on the following basis for eligible employees:

Assigned Days	Sick Leave
Up to 212 days	7 sick days
213 - 222 assigned days	8 sick days
223+ assigned days	9 sick days
260 assigned days	10 sick days

Sick leave is available on the following basis for eligible classroom assistant positions (benefit schedule 20):

Years of service	Sick Leave
0-4 years	1 sick days
5+ years	3 sick days

Procedure to be followed for the use of sick leave:

- Employees shall notify the appropriate supervisor as early as possible if unable to report for duty.
- All sick days must be used before unpaid leave is granted under a medical leave.

If an employee is absent from work for more than three (3) consecutive days, a statement from a licensed physician is required before returning to work as well as the completion of the proper FML (Family Medical Leave) paperwork if eligible.

Personal Leave

Personal days are to be used for unforeseen obligations and situations not covered by sick leave or bereavement leave. Employees must notify the appropriate supervisor in advance and be granted authorization for the use of personal leave.

Personal leave may not be requested the day before or following a school holiday, without special permission from the supervisor.

The Corporation renewal date for awarding personal leave is July 1st of each year. **New employees** to the Corporation will receive a pro-rated amount of personal days based upon their hire date, after completing 60 days of service, on the next scheduled pay date.

Unused personal leave will accumulate as sick leave on July 1st of each year with the exception of classroom assistants. Personal days awarded to classroom assistants expire on June 30th and do not accumulate.

Personal leave is available on the following basis for eligible employees:

Assigned Days	Personal Leave
Up to 235 assigned days	2 personal days
Classroom Assistants	2 personal days
260 assigned days	3 personal days

Vacation Days

Paid vacation days are granted only to 12 month employees. The Corporation renewal date for awarding vacation days is July 1st of each year-based on your years of completed service **at that time**. (Depending upon the hire date of the employee, these days will be pro-rated on July 1, until the full allotment has been earned.) **New employees** to the Corporation will receive a pro-rated amount of vacation days based upon their hire date, after completing 60 days of service, on the next scheduled pay date. Employees must notify the appropriate supervisor in advance and be granted authorization for the use of a vacation day(s). Up to five vacation days remaining on June 30th the following year, may be carried over to the following year. Following the one year rollover period, any unused vacation days will be added to the employee's sick leave balance.

Vacation days are available on the following basis for eligible employees:

Years of Service (as of July 1)	Vacation Days
Completion of 60 days	Up to 10 vacation days (prorated based on hire date and July 1 renewal)

Completion of 5 years	15 vacation days
Completion of 10 years	20 vacation days

If employment is voluntarily severed, any accrued vacation days remaining on the last day of employment will be paid out on the final paycheck. If an employee is involuntarily terminated for any reason the employee will NOT be eligible for payment of unused vacation days.

Bereavement Leave

Support staff employees may request to be absent a maximum of five (5) days within seven (7) consecutive calendar days of the day of death for each death in the immediate family. The immediate family is interpreted to mean father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, husband, wife, child, miscarriage, step-child, father-in-law, step-father-in-law, mother-in-law, step-mother-in-law, son-in-law, step-son-in-law, daughter-in-law, step-daughter-in-law, and any relative who at the time of death was living as a member of the household of the employee. Legal guardians and wards shall be counted as parents and children for bereavement leave purposes.

Three (3) days of bereavement leave may be granted for grandparents, sisters -and brothers-in-law, grandparents-in-law, grandchildren, aunts, uncles, nieces and nephews. One (1) additional day may be granted by the superintendent or designee in extenuating circumstances surrounding the need for additional bereavement leave days. The employee affected by the death may request the additional day of bereavement leave, over and above the maximum of five (5), through a written request to the superintendent *or designee*. Should an employee not use a total of five (5) days at the time of bereavement, two (2) days remaining of the five (5) bereavement leave days shall be available during the calendar year for the employee to settle estate matters. One (1) day per calendar year shall be granted for funerals of close friends.

Jury Duty

Employees serving on a court-appointed jury shall be paid his/her normal daily rate for each day of jury service provided the employee repays to the corporation all pay received from the court for such jury duty except the reimbursement for mileage and/or meal expenses. This includes being subpoenaed for a matter related to school business.

Voluntary Sick Leave Bank

A sick leave bank for eligible employees has been established. The bank will be administered by the superintendent or designee, who will establish the necessary procedures. Only those who voluntarily contribute to the bank may seek to derive benefits. If a classified staff member chooses to “opt in” that person remains in the sick leave bank until they terminate service with the corporation. In order to avoid inclusion into the sick leave bank the staff member must “opt out” annually based on the deadline set by HR. An employee who originally “opts out” of the sick leave bank can choose to “opt in” annually based on the deadline set by HR. Unused sick leave days will remain in the bank and carry over from year to year. Should the bank become depleted then participating staff members would be required to contribute at least one more day.

Leave Without Pay

Leave without pay must have prior approval of the Superintendent or his/her designee.

Family and Medical Leave

Employees may find it necessary to take an unpaid leave of absence from work for certain personal or family medical reasons as provided in the Family and Medical Leave Act (FMLA) of 1993 (Appendix A). To the extent an employee’s family or personal medical leave qualifies as a leave offered by the school corporation, such leaves will run concurrently.

1. An employee is eligible for FML if they have worked for the corporation for at least twelve (12) months, **and** for at least 1,250 hours over the twelve (12) months prior to the leave request. The total amount of FML is 12 weeks during any calendar year.
2. An employee requesting a leave of absence under FML shall make written application to the Human Resources Department on the designated form at the administration building. The request should be 30 or more days in advance of the start of the leave unless the leave is based on an emergency. In the event of an emergency, the employee shall

provide as much notice as possible. Employees who request leave for planned medical treatment must try to schedule treatment to avoid disrupting the operation of the school corporation.

3. An eligible employee will be granted unpaid FML leave for a serious health condition that makes the employee unable to perform his/her job. FML leave and other available accrued leave will run concurrently. Prior to returning to work, the employee must provide a statement from his/her healthcare provider that he/she is able to resume work.
4. An eligible employee will be granted unpaid FML to care for the spouse, child or parent of the employee if the family member has a serious health condition.
5. An eligible employee will be granted unpaid FML for the birth of a child of the employee and to care for the child or for the placement of a child with the employee for adoption or foster care.
6. An employee's request for FML due to a serious health condition of the employee or family member must be supported by a certificate issued by a health care provider and recertification may be required on a reasonable basis. If such certification or recertification is not provided on a timely basis, the leave may be denied or discontinued until it is provided. The school corporation may elect to obtain a second opinion of the existence of a serious health condition.
7. As part of an eligible FML for a serious health condition of the employee or family member, intermittent or reduced schedule leave may be taken when certified by a health care provider. Leave taken for the birth or placement of a child of the employee cannot be taken intermittently or on a reduced leave schedule. The school corporation may elect to obtain a second opinion of the medical necessity for this type of leave.
8. Employees who have requested intermittent or reduced schedule leave for planned medical treatment may be transferred temporarily to an available alternative position at the discretion of the school corporation. The alternative position will not affect the benefits of the employee.
9. Employees on an unpaid FML must use available sick and/or personal days. An employee returning from a FML will be returned to the same or similar position held prior to the leave or they may be placed in an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Effective January 1, 2017, when an approved FML overlaps fiscal years, the employee shall receive benefit time as of July 1st. Exceptions to such restoration will include but not be limited to changes in the workforce such as layoffs or elimination of positions/departments resulting in no position to which the employee would be entitled if the employee had not taken the leave.
10. During the FML to which eligible employees are entitled, eligible employees will continue to be defined as employees of the school corporation and will be eligible to participate in the various group insurance programs by paying their portions of the premium. Contributions will be due monthly.
11. Employees will not receive holiday pay for holidays occurring during any portion of a FML which is unpaid either because no paid leave is substituted for the unpaid leave or because all paid leave has been exhausted.
12. An employee returning from FML must be able to assume all essential functions of his/her job upon return. An employee must provide certification from a health care provider stating the employee is able to resume work as a condition to restoring the employee whose leave was based on the employee's serious health condition.
13. Unless required otherwise by law, an employee granted FML who fails to return to work upon expiration of the leave will be classified as "voluntarily terminated."

Insurance

Health Insurance

The school corporation will provide a specific amount, per classification of employment, per year, toward the cost of the annual premium for eligible employees. The school corporation's contribution toward the cost of health insurance will cease when the employee terminates employment with the corporation. Thereafter, the former employee exercises his/her options under the Consolidated Omnibus Reconciliation Act (COBRA) of 1985.

Dental Insurance

The school corporation will provide a specific amount per classification of employment, per year, toward the cost of the annual premium for eligible employees.

Vision Insurance

The school corporation will provide a specific amount per classification of employment, per year, toward the cost of the annual premium for eligible employees.

Term Life Insurance

Eligible employees will be provided a term life insurance policy and accidental death and dismemberment benefit. The face value will vary depending upon the employee's job classification. The school corporation will provide a specific amount per classification of employment, per year, toward the cost of the annual premium of the basic life insurance plan for eligible employees.

Employees who are eligible for basic life insurance may also purchase a supplemental life insurance policy. Supplemental life insurance may also be purchased for a spouse and/or dependents. *****_Subject to guidelines set forth by the South Central Indiana School Trust and FCS._

Long Term Disability Insurance

Eligible full-time employees will be provided a long term disability insurance policy that includes a minimum benefit of 66 2/3% of base salary, subject to eligibility. The school corporation will provide a specific amount per classification of employment, per year, toward the cost of the annual premium for eligible employees.

Retirement Benefits

403(b) Retirement Annuity

Any employee may elect to have a portion of their gross pay sent directly to the chosen carrier to purchase a 403(b) retirement annuity. FCS does not contribute to this benefit. Please see Human Resources if you are interested.

PERF

The Public Employees Retirement Fund (**PERF**) is a state operated retirement system. (Also known as the Indiana Public Retirement System **INPRS**) The school corporation currently pays approximately 11.2% and *eligible employees* pay approximately 3% of their salary income. (FCS contribution is subject to change.)

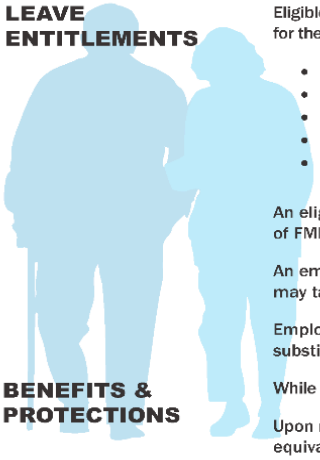
FCS Retirement Severance

Eligible retiring employees (see Retirement on page 9 for eligibility requirements) are entitled to additional compensation based on the amount of accumulated sick leave days at the time of retirement. The additional compensation shall be an amount equal to his or her daily pay as determined by the final annual salary multiplied by ½ the number of accumulated sick leave days not to exceed seventy (70) days. Also, the corporation will pay $85.00 per year of service with FCS to full-time permanent employees.

APPENDIX A: FAMILY AND MEDICAL LEAVE ACT

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION



LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

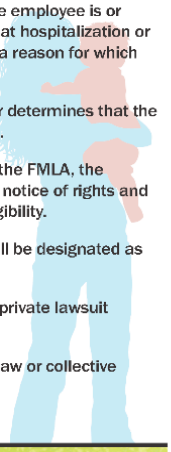
*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.



EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WAGE AND HOUR DIVISION

WH1420 REV 04/16

APPENDIX B: Infectious Material Exposure Plan

Infectious Material Exposure Control Plan (2018)

A universal precaution is an approach to infection control and shall be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

Occupational Exposure means reasonably anticipated skin, eye, mucous membrane, or parenteral (piercing mucous membranes of the skin barrier through such events as needle sticks, human bites, cuts and abrasions) contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

The following are established general provisions of Franklin Community School Corporation with regard to potential contact of school employees with blood and other potentially infectious materials.

I. Exposure Determination

This section of the policy establishes a system for determining those employees who are "reasonably anticipated" to be exposed to blood and other infectious materials during the course of employment. When determining who has potential for exposure, Franklin Community School Corporation will not consider any personal protective equipment which may be used by employees)i.e., rubber gloves, mask).

A. List One

Consists of those job classifications for which all employees have occupational exposure:

Health Services Personnel
Counselor (Special Education)
School Principal and Assistant Principal
Athletic Trainer
Coach (Contact Sport)
Essential Skills Staff (if school employee)
Transportation Bus Driver (Special Education)
Custodial Personnel

B. List Two

Consist of those job classifications in which some of the employees have occupational exposure:
Grounds/Maintenance Personnel
Transportation Bus Driver (Non-Special Education)
Teacher (Non-Special Education)
Instructional Assistant
Coach (Non-Contact Sport)
Food Service Personnel
Building Secretaries
Security Supervisor
Security Director

C. List Three

Consist of those job classifications which employees are unlikely to have occupational exposure:

Central Office Administration

Technology Personnel
Consultant
Courier

D. Tasks and Procedures

Includes tasks and procedures where occupational exposure may occur. Such tasks are performed by employees holding jobs listed in the first or second list.

Giving injections
Cleaning up blood and/or other bodily fluids
Providing First Aid
Cleaning and dressing wounds
Changing catheters
Giving CPR
Applying ointments or analgesics
Cleaning bathroom areas
Transporting developmentally disabled
Tube feedings
Diaper changing
Toileting
Physical restraint of violent students
Being spit upon
Being scratched
Handling soiled towels or garments
Stoma care
Inhalation treatment
Teaching developmentally disabled

II. Compliance

The Franklin Community School Corporation follows the "Universal Precautions" for handling bodily fluids. Franklin Community School Corporation will insure that the following are provided:

1. Employers shall provide hand washing facilities which are readily accessible to employees.
2. Employees will wash hands and any other skin with soap and water or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.
3. When profision of hand washing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic toweletts. When antiseptic hand cleansers or toweletts are used, hands shall be washed with soap and running water as soon as feasible.
4. Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.
5. Procedures involving blood and other potentially infectious materials will be handled in such a manner as to minimize splashing, spraying, splattering or gestation of droplets of these substances.
6. Franklin Community School Corporation will provide, at no cost to the employee, personal protective equipment to employees who have an occupational exposure to potentially infectious materials. Examples of personal protective equipment which is to be provided are gloves, protective eyewear and masks, aprons and pocket masks. Equipment purchased will be designed not to permit blood or other potentially infectious materials to pass through to or reach an employee's clothes and skin when used under normal conditions.

7. Franklin Community School Corporation will provide for cleaning, repairing, and properly disposing of personal protective equipment used by the employees. Gloves are to be used when the employee may have hand contact with blood or other potentially infectious materials.
8. Work sites which are exposed to blood and other potentially infectious fluids are to be cleaned. Franklin Community School Corporation will maintain a schedule for cleaning these work areas and provide for immediate decontamination of all areas which are exposed to or have been in contact with blood and other potentially infectious materials. Broken glass which may be contaminated with infectious fluids should be cleaned up by using mechanical means and not by hand (i.e.; by dustpan and brush, tongs, forceps).
9. Franklin Community School Corporation will provide proper precautionary disposal and cleaning of any materials which may have been contaminated by blood and/or other potentially infectious materials (contaminated needles will be placed in a sharps disposal container located in each school clinic).

III. Hepatitis B Vaccination

Franklin Community School Corporation will make available to all employees, who are occupationally at risk of exposure to the Hepatitis-B virus, the Hepatitis-B vaccination series. In addition, the school will make the series available to an employee after a post exposure incident (exposure incident means a specific eye or mouth, or other mucous membrane, non-intact skin, pierced mucous membrane or skin by a cut, human bite, or abrasion, contact with blood or other potentially infectious materials resulting from performance of an employee's duties). The medical procedures including the vaccine and its' series and any treatment necessary is to be made available to the employee at no cost to them, at a reasonable time and place, and is to be performed under the supervision of a licensed doctor or health care professional at the recommended intervals of the U.S. Public Health Service. All lab tests are to be conducted at an accredited lab and at no expense to the employee.

1. Hepatitis B Vaccine and Vaccination Series
   This vaccine will be made available to all employees who hold the positions listed in the exposure determination after they have received training and within ten days of job assignment which would potentially expose them to blood and other potentially infectious materials. The only exceptions are; (1) if the employee has received the completed hepatitis B vaccination series
   (2) antibody testing has revealed the employee is immune
   (3) medical reasons prevent the employee from receiving the vaccine. The employee may decline to take the vaccine.

   If an employee does decline to receive the vaccine, he/she must sign a statement saying so (see appendix for form). This statement should be kept in the medical records of the employee. An employee who initially declines may decide at a later date to receive it. If so, the same standards and regulations as described above apply. If booster shots are required, they must be made available to the vaccinated employees.

2. Post-Exposure Evaluation and Follow-Up
   Every employee who is involved in an exposure incident will go through a process of post-exposure evaluation and follow-up. Exposure incident does not mean the routine handling of potentially infectious materials in which Universal Precautions are effectively implemented. After an exposure incident, Franklin Community SChool Corporation will make available to employees who are involved, a medical evaluation. This evaluation will be confidential. The following will be required:
   (1) documentation of the exposure incident and the circumstances surrounding the exposure
   (2) identification of the individual who was the source of the infectious material unless such identification is prohibited by law.

Immediately after the exposure incident, an attempt will be made to obtain consent for testing from the person who was the source of potentially infectious material. If consent can be obtained, the test will be for the Hepatitis B virus and the HIV virus. If the individual is already known to have either of these viruses, no testing is required. If the test(s) is/are positive, the results will be made known to the employee who was exposed. Every precaution will be taken to maintain confidentiality for the person who was the source of the infectious material. The employee who has experienced an exposure incident will be told of the applicable laws and regulations concerning the infection. After consent, the potentially exposed employee's blood should be tested at the intervals suggested by the Center for Disease Control. If consent cannot be obtained, no testing will be don on the individual who was the potential source of the infectious material. Franklin Community School Corporation will provide post exposure treatment, if it is medically indicated by the U.S. Public Health Service in addition to counseling and evaluation of reported illnesses relating to the exposure incident. The healthcare professional who evaluates the potentially exposed employee will be provided the following information by Franklin Community School Corporation:

a. copy of the Infectious Material Exposure Control Plan of Franklin Community School Corporation,
b. description of the duties of the employee as they relate to the exposure incident
c. Documentation of the exposure incident and the circumstances surrounding the exposure
d. Results of the individual's blood test who was involved with the exposure incident, and
e. Medical records of the employee which include vaccination status and are relevant to appropriate treatment.

The healthcare professional, within fifteen days after completion of the evaluation, shall write an opinion as to whether the employee should receive a Hepatitis B vaccination and if so, whether the employee has received it. The opinion should also include information that the employee has been informed of the results of the evaluation and of any medical conditions resulting from exposure which require additional evaluation or treatment. Any other findings or diagnosis other than those listed above shall be kept confidential and should not be in the written opinion. The school corporation is required to obtain a copy of this report and give it to the employee within fifteen days after the valuation has been completed.

3. Communication of Hazards to Employees

All employees who have occupational exposure to potentially infectious materials will be trained at no cost to them and during working hours. The training is to be provided at the time of the employee's initial assignment and at least annually thereafter. The annual training for all employees will be provided within one calendar year of their previous training. If an employee's tasks change or are modified in a way which would affect the occupational exposure of that employee, additional training is required and may be limited to addressing the new exposure created by the changes of modifications.

The training program will be presented in such a manner that all employees are able to understand and comprehend it. The program will also contain the following:

a) A copy of the regulations and an explanation,
b) A general explanation of the epidemiology and the symptoms of bloodborne diseases,
c) An explanation of the modes of transmission bloodborne pathogens,
d) An explanation of the school corporation's exposure control plan and a copy of the plan,
e) An explanation of the various ways to recognize blood and other potentially infectious materials,
f) An explanation of the methods which will reduce or eliminate exposure including use of work practices and personal protective equipment,
g) Information on the proper use, handling, selection, and disposal of personal protective equipment,
h) Information on the Hepatitis B vaccine including its safety, method of administration, and benefits, and that it will be offered free of charge,
i) Information on actions to take and the people to contact in an emergency situation involving blood and other potentially infectious materials,

j) An explanation of the procedure to be followed if an exposure incident occurs including reporting requirements and that a medical follow-up will be available,
k) Information about the post-exposure evaluation and follow-up, and
l) An opportunity for questions and answers between the employees and the trainer.

The person who conducts the training will be someone who is knowledgeable about bloodborne pathogens, their transmission and vaccinations, and how it relates to the school setting.

IV. Recordkeeping

Franklin Community School Corporation will keep and maintain an accurate medical record of each employee with occupational exposure. The record should include:

1) Name and social security number of employee,
2) Hepatitis B vaccine status, dates of the vaccinations, and medical records relating to the employee's ability to receive vaccinations,
3) Copies of all exams, medical tests, and follow-up procedures done after an exposure incident the employee reported,
4) A copy of information given the healthcare professional after an exposure incident, and
5) A copy of the healthcare professions written opinion.

The medical records of each employee is to be kept confidential and cannot be released, disclosed, or reported to anyone within or outside of the school corporation without the express written consent of the employee. The only exception is if the disclosure of the medical record is required by law or the regulations. These records are to be maintained for the duration of the employee's employment plus thirty years.

Franklin Community School Corporation will maintain training records. These records are to include the following items:

1) Dates of the training sessions,
2) A summary of the training sessions,
3) Names and qualifications of the persons conducting the training sessions, and
4) Names and job titles of all employees attending the sessions.

The training records are to be maintained for three years from the date the training occurred. All of the records required to be maintained are to be made available to the Assistant Secretary of Labor for Occupational Safety and Health and/or the Director of the National Institute for Occupational Safety and Health or their designated representatives for examination and copying.

V. Procedure for evaluation of Exposure Incident

In the event that an employee is involved in an exposure incident, the building principal, and the Superintendent of Franklin Community School Corporation will appoint a Safety Committee.

The Safety Committee will have the following information available:

a) A copy of the school corporation's Exposure Control Plan,
b) A description of the duties of the employee as they relate to the exposure incident,
c) Documentation of the exposure incident and the circumstances surrounding the exposure,
d) The results, if available, of the individual's blood test who was the source of the exposure incident, and
e) Medical records of the exposed employee (to include vaccination status and other information relevant to treatment).

The committee will determine:

a) Whether the incident was preventable,
b) Whether the employee followed existing Universal Precaution policy,
c) Whether high-risk behavior was taken unnecessarily,
d) Whether the individual knowingly exposed others.

The Safety Committee will make recommendations to prevent similar incidents.

Follow-Up:

1) The employee will receive a copy of the committee's recommendations and demonstrate an understanding how those recommendations are to be implemented by him/her and his/her subordinates.
2) Education will be provided to the employee to prevent similar incidents in the future.
3) Needed equipment is provided to the employee and the employee understands how to use it correctly.
4) All employees involved in similar work circumstances will be able to demonstrate an adequate understanding of how the equipment and procedures are to be used to carry out the recommendations of the committee.
5) The committee will establish a schedule of follow up spot checks and system evaluation to be implemented over an extended period of time.
6) At the end of the evaluation period, the committee will issue a final report to the Superintendent of Franklin Community School Corporation.

APPENDIX C: Flexible Work Schedule Request/Decision Form

FRANKLIN COMMUNITY SCHOOLS
Student-Centered • Innovative

Dr. David Clendening
Superintendent

Mrs. Brooke Worland
Assistant Superintendent

Ms. Tina Jobe-Gross
Chief Financial Officer

Mr. Matt Sprout
Director of Technology

Mr. Jeff Sewell
Director of Operations

Flexible Work Schedule Request/Decision Form

Part I –To be completed by the employee

At least 30 days prior to the anticipated start of a flexible work schedule, complete this form and submit to your supervisor.

Name:_____ Employee ID:_____Building/Department:_____

Position:_____Supervisor's Name:_____ Employee Type: □Non-exempt □Exempt

Current Work Schedule		**Proposed Flexible Work Schedule**	
Day	Start/End Times/Lunch duration	Day	Start/End Times/Lunch duration
Sunday		Sunday	
Monday		Monday	
Tuesday		Tuesday	
Wednesday		Wednesday	
Thursday		Thursday	
Friday		Friday	
Saturday		Saturday	
Total Hours*:		Total Hours*:	

**Non-exempt employees not to exceed 40 hours per week*

I have received and read the Flexible Work Schedule policy. I certify that my work can be completed within the schedule set forth above with no loss of customer service or disruption to others in my department or in the department's operations. I understand that my supervisor or department head may require me at any time for any reason to return to the regular work schedule. I agree to do so upon request. I also understand that I must submit a new Flexible Work Schedule Request to make a change in my schedule, including returning back to regular work hours.

Employee Printed Name:_____ Employee Signature: _____ Date:_____

Part II –To be completed by the supervisor/department head.

□Approved (in effect from _____ to _____) □Approved with modifications* □Denied/Terminated*

*If agreement was modified or denied please explain why:_____
_____
_____.

Supervisor Printed Name:_____ Supervisor Signature: _____ Date:_____

Department Head Printed Name:_____Department Head Signature: _____Date:_____

HR Printed Name:_____ HR Signature: _____ Date:_____

CC: Payroll coordinator, employee personnel file

998 Grizzly Cub Drive • Franklin, Indiana 46131
Phone: (317) 346-8700 Fax: (317) 738-5812 www.franklinschools.org

Commercial Vehicle Lease Agreement

LOCKE TRUCKING INC (Lessor) located at **650 Industrial Dr., Bargersville, IN 46106** leases to **FRANKLIN COMMUNITY SCHOOL CORPORATION** (Lessee) located at **998 Grizzly Cub Drive, Franklin, IN 46131**.

2017 Kenworth T680 for the dates listed on attached form

1. This agreement becomes effective to said vehicle for the time period listed on the attached sheet.
2. Lessee shall be responsible to Lessor for any and all losses or damage to the vehicle, excluding normal wear, tear and depreciation. Without limitation, Lessee shall furnish Lessor with a copy of an insurance certificate/policy reflecting the liability limits.
3. Lessor shall not remove the vehicle from the lower 48 state.
4. Title to the vehicle under this agreement shall not pass to Lessee. This is not a sale. Lessee shall keep the vehicle free and clear of all levies, liens, and incumbrances arising from Lessee's debts.
5. Lessee promises to operate the vehicle only in normal and ordinary course of Lessee's business, and not in Violation of any law, rule, regulation, statute, or ordinance. Lessee shall indemnify, defend and hold Lessor harmless from and against all fines, forfeitures, seizures, confiscations, and penalties arising out of any violations.
6. Lessor shall not be responsible for any contents being transported.
7. Lessor agrees to have vehicle full of fuel upon Lessee picking up vehicle. Lessee agrees to return vehicle full of fuel to the Lessor's location.

Locke Trucking, Inc.

Signature - 

Title – Vice President

Franklin Community School Corporation

Signature - 

Title: Board of School Trustee, President

Franklin Community High School
2025 Marching Band Season

Lease for 2017 Kenworth T680 / VIN #1XKYD49XBHJ169093
Charge for Use $0

Dates requested for use:

Saturday, September 6 – Brownsburg High School (invitational)
Saturday, September 20 – Greenwood High School (invitational)
Saturday, September 27 – Noblesville High School (invitational)
Saturday, October 11 – Whiteland High School (ISSMA Scholastic Prelims)
Friday, October 24 – Lucas Oil Stadium; Indianapolis (BOA Super Regional Contest)
Saturday, October 25 – Franklin Central High School (ISSMA Scholastic Finals)
Saturday, November 8* – Lucas Oil Stadium; Indianapolis (ISSMA State exhibition)

*The Saturday, November 8 performance will occur **only** if the band wins the ISSMA Scholastic Finals contest on Saturday, October 25

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8700 North Street, Suite 400
Fishers, IN 46038
(317) 580-0100
www.bradenonline.com

Maintenance Contract

Order #:	17714	Order Date:	06/11/2025	Sales Representative:	Carole Palazzo	Contract #:	

Billing To	
Customer #: FC07	
Franklin Comm School Corp Administration Office	
998 Grizzly Cub Dr	
Franklin, IN 46131	
AP Contact:	
Phone:	
Email:	

Ship To	
Customer #: FC07	
Franklin Comm School Corp Administration Office	
998 Grizzly Cub Dr	
Franklin, IN 46131	
Meter Contact:	
Phone:	
Email:	

Term	Total Base Rate	Start Date	Base Billing Cycle	Overage Billing Cycle
	$0.00		Monthly	Monthly

[X] Complete Care Guarantee (Excludes Paper & Staples) [ ] Conditional Care Guarantee (Excludes All Consumables)

Make, Model	Serial #	EQID #	Base Payment	Start Meter B&W	Start Meter Color	Copies Included B&W	Copies Included Color	Overages Billed B&W	Overages Billed Color	Location/Dept
See Schedule A										

Accepted by Braden Business Systems		Accepted by Customer	
Carole Palazzo	06/09/2025	Becky Nelson	7-14-25
Authorized Signature	Date	Authorized Signature	Date
Carole Palazzo / Senior Account Manager		Becky Nelson, Board of School Trustee	
Printed Name / Title		Printed Name / Title	

See page 2 for detailed terms and conditions

Terms and Conditions

1. Braden Business Systems, Inc. agrees to provide quality assurance service and interim calls as required at the installation address specified above on the equipment listed. This agreement is limited to equipment regularly operated during a single eight-hour day and all calls hereunder are restricted to Braden Business Systems, Inc. normal working hours 8:00 a.m. to 5:00 p.m. Monday – Friday excluding holidays. All service commenced outside of Braden Business Systems, Inc. normal working hours will be charged at published labor rates for service and expenses only.

2. The following services are included: All quality assurance service calls, all parts through normal wear, (except Cosmetic Covers & Trays), all CONSUMABLES, (except Paper & Staples). Parts and assemblies made unserviceable due to accident, neglect, misuse, power surges, altering of equipment, electrical current fluctuations, work performed other than by Braden Business Systems, Inc. personnel, Acts of God or force of nature, or unauthorized equipment movement, and any other cause out of Braden Business Systems, Inc. control are excluded.

3. "Click" is the output of any media = to 8.5" x 11". "Scan" is an electronic copy with no associated click output on the scanning device.

4. This Complete Care Guarantee is good for five (5) years from the guarantee begin date. This Complete Care Guarantee will automatically renew until cancelled in writing, by either party at least 30 days prior to the contract end. It is understood that the renewal of this agreement is subject to price and provision changes without notice. This agreement shall be invoiced and commence upon the effective date shown. In the event that the machine volume drops below minimum billing or remains idle for 30 days, Braden Business Systems reserves the right to charge a minimum monthly fee for continuance of maintenance. Equipment covered under this agreement must be in good condition before it can be accepted. Customer agrees to pay for a preventative maintenance check and all parts and labor required in bringing the equipment up to Braden Business Systems, Inc. specifications. This agreement is separate from lease agreement unless leased agreement and maintenance are leased together and stated accordingly.

5. Optimum performance of the equipment covered by this Complete Care Guarantee can be expected only if supplies provided by, or meeting the specifications of Braden Business Systems, Inc. are used. Frequent service calls or problems caused by inadequate supplies being used may result in termination of agreement at the sole discretion of Braden Business Systems, Inc. Braden Business Systems, Inc will provide service on a "Per Call" basis at published rates in the event of termination.

6. Braden Business Systems, Inc. shall have full and free access to the equipment to provide service thereon. If persons other than Braden Business Systems, Inc. representatives perform maintenance repairs, or unauthorized equipment movement and as a result, further work is required by Braden Business Systems, Inc. to restore equipment to operation condition, such repairs will be billed at Braden Business Systems, Inc.'s published time and material rates then in effect. Customer also agrees to make available and designate a suitable person for key-operator training on equipment and provide a reasonable working atmosphere for servicing the equipment. Customer agrees to provide suitable electrical service in accordance with U/L code and is recommended to provide an approved surge suppressor.

7. If equipment is moved to a new service zone, customer agrees to pay the difference in charges, if moved beyond Braden Business Systems, Inc. service territory this agreement may be terminated at the sole discretion of Braden Business Systems, Inc..

8. Braden Business Systems, Inc. reserves the right to suspend service and supplies in the event the customer account balance is delinquent based on Braden Business Systems, Inc. payment terms printed on each invoice at the time of billing.

9. Toner consumption and yields are based upon the manufacturer's specifications of 6% coverage black & white and 20% coverage full color. The amount of consumption is dependent upon the following: (1) originals type, (2) amount of solid fill, (3) customer care of equipment and copying with platen open, (4) environment and (5) monthly copy volume. Toner spills due to negligent customer operation are not covered under this agreement. Braden Business Systems, Inc. reserves the right to remedy this variance by either limiting the amount of toner provided or adjusting the rate(s) of this agreement or invoicing the customer for excess toner usage and cost of shipping freight for additional supplies provided.

10. This agreement is not transferable to a third party. No portion of this contract is refundable, except as stated in the foregoing statements.

11. If our meter collection tool is not installed, or if machines are inaccessible via this collection tool, meter requests are to be completed and emailed to Braden Business Systems, Inc (contracts@bradenonline.com) or submitted online at www.bradenonline.com on specified dates. Customer is required to submit monthly meter readings to Braden Business Systems, Inc. If customer fails to provide meter reading in a timely fashion, Braden Business Systems, Inc. at its discretion will estimate all necessary meter readings.

12. The customer acknowledges that it is their responsibility to maintain a current backup of their program and data files to restore any lost data. Under NO circumstances shall Braden Business Systems, Inc. be held responsible for any loss of data.

13. Changes in the operating environment, (including but not limited to changes to operating systems, network software, software applications changes, and hardware or software upgrades or incompatibilities, etc.) may result in the need for configuration adjustments or other network services to restore functionality. Such services shall be invoiced at Braden Business Systems, Inc. published network service rate.

14. In the event Braden Business Systems, Inc. is unable to obtain parts due to the discontinuation of such parts by the manufacturer and is unable to effect repairs to the equipment Braden Business Systems, Inc. will credit the unused portion of the charges to the customer account. Any such credit balance must be used toward future purchases from Braden Business Systems, Inc and retains no cash value.

15. For Color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at Braden Business Systems, Inc. network rates.

16. Other than the obligations set forth herein, Braden Business Systems, Inc. DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, and OR FITNESS FOR A PARTICULAR PURPOSE. BRADEN BUSINESS SYSTEMS, INC. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.

17. CONSUMABLES: Drums, Developers, PM Kits, Maintenance Kits, Print Cartridges, Fuser Units, Staples, Cassettes, Trays, Paper, Transparencies, Cleaning Webs, Fuser Oil, Oil Rollers, Oil Pads, Drum Cartridges, Imaging Kits, Ink Cartridges, Filters, & Toner.

18. ON OR AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO PAY ALL EXPENSES OF COLLECTION, ENFORCEMENT OR PROTECTION OF BRADEN'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT. EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, REASONABLE ATTORNEYS OR COLLECTION AGENCY FEES OR A LARGER AMOUNT AS THE COURT JUDGES AS REASONABLE AND JUST, COURT COSTS AND OTHER LEGAL EXPENSES. THESE EXPENSES ARE DUE AND PAYABLE IMMEDIATELY. IF NOT PAID IMMEDIATELY, THESE EXPENSES WILL BEAR INTEREST FROM THE DATE OF PAYMENT UNTIL PAID IN FULL AT THE DEFAULT RATE.

Customer Initials 

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Franklin Comm School Corp

Maintenance Schedule A

6/11/2025

	Customer	Current Model Info		Replacement Model	Location	new b-w MC rate	New color MC rate
CE06	Creekside Elementary Fcsc	K8878	KB554e	551i	Workroom	0.0041	
		G6413	KB550I	751i	Intermediate hall	0.0041	
		G6412	KB550I	551i	Primary	0.0041	
		G6402	KC550i	C651i	Office Workroom	0.0041	0.0365
CB30	Custer Baker Intermediate School Fcsc	K8864	KC224e	C251i	Resources office	0.0041	0.0365
		G6414	KB550I	551i	Faculty workroom	0.0041	
		G6415	KB550I	551i	Room G-01	0.0041	
		G6416	KB450I	451i	Counseling	0.0041	
		G6404	KB650I	751i	Room R-08	0.0041	
		G6403	KB650I	751i	Room B-19	0.0041	
		G6408	KC450i	C551i	Main Office	0.0041	0.0365
FC07	Franklin Comm School Corp Administration Office	K8771	KB454e	C301i	Maintenance Building	0.0041	0.0365
		G6314	KC300I	C301i	Food Service	0.0041	0.0365
		G6419	KC450i	C451i	West Workroom	0.0041	0.0365
		G6407	KC450i	C451i	East Workroom	0.0041	0.0365
FC08	Franklin Community H S Fcsc	K8866	KB224e	C300 (via Food Service)	Football Office	0.0041	0.0365
		G6393	KC450i	C451i	Office Workroom D148	0.0041	0.0365
		G6405	KC450i	C451i	Athletics Depts	0.0041	0.0365
		G6390	KB808	850i	7-3 C217	0.0041	
		G6394	KB450I	451i	Guidance Office	0.0041	
		G6398	KB450I	451i	E129	0.0041	
		G6400	KB450I	451i	FC08 Library	0.0041	
		G6388	KB808	850i	E214	0.0041	
		G6391	KB808	850i	F223	0.0041	
		G6401	KB450I	651i	B219	0.0041	
		G6396	KB450I	451i	1st floor. Special Ed.	0.0041	
		G6395	KB450I	451i	Band Room	0.0041	
FC18	Franklin Community M S	K8851	KB454e	4051i (A4)	Athletic Dept	0.0041	
		G6423	KB650I	751i	2nd Floor Workroom/Room K213	0.0041	
		G6410	KB650I	751i	Main Teacher Workroom	0.0041	
		G6418	KB650I	751i	L113 Workroom	0.0041	
		G6420	KB450I	751i	L213	0.0041	
		G6409	KC450i	C551i	Main Office	0.0041	0.0365
FS09	Franklin Schools Transportation Office	G6406	KC450i	C451i	Office (FS09)	0.0041	0.0365
NE01	Needham Elementary FCSC	K8881	KB554e	551i	Room 27	0.0041	
		G6417	KB550I	551i	Office Workroom	0.0041	
		G6411	KC650i	C751i	Office Workroom	0.0041	0.0365
NE00	Northwood Elementary Fcsc	K8888	KB454e	451i	Tutor RoomAcross from B203	0.0041	
		G6397	KC650i	C751i	Main Office	0.0041	0.0365
		G6389	KB808	850i	Main Workroom	0.0041	
		G6422	KB450I	551i	Across fro B203	0.0041	
UE00	Union Elementary FCSC	G6424	KC550i	C551i	Copy Center	0.0041	0.0365
		G6399	KB450I	451i	UE00	0.0041	
WE02	Webb Elementary Fcsc	K8781	KB454e	551i	Upstairs Workroom - Rm 202	0.0041	
		G6421	KC550i	C651i	Main office	0.0041	0.0365
		G6392	KB450I	551i	Upstairs Workroom - Rm 202	0.0041	

Signature: Becky Nelson

Print Name: Becky Nelson

Title: Board of School Trustee

Date: July 14, 2025

BRADEN
OFFICE EQUIPMENT • IT • DOCUMENT AUTOMATION

Braden Business Systems
Equipment Lease Agreement

LESSEE

Full Legal Name				Phone Number:
Franklin Comm School Corp Administration Office				(317) 738-5800
Billing Address	**City**	**State**	**Zip**	**Purchase Order Number:**
998 Grizzly Cub Dr	Franklin	IN	46131	
Equipment Location (if not same as above)	**City**	**State**	**Zip**	**Send Invoice to Attention of:**
See Schedule A				

EQUIPMENT INFORMATION

Equipment Make	Model Number	Serial Number	Quantity	Description
See Schedule A				See attached Addendum A

PAYMENT INFORMATION

Number of Lease Payments	Lease Payment	(PLUS)	Applicable Sales Tax	(EQUALS)	Total Lease Payment	Payment Frequency: [X] Monthly [ ] Quarterly		
						Security Deposit	**Advanced Payment**	**Total Payment Enclosed**
3	$0.00	(+)		(=)				
60	$5,232.00	(+)		(=)	$5,232.00	$0.00	$0.00	$0.00

TERMS & CONDITIONS

1.) You (the "Lessee") agrees to lease from Braden Business Systems, Inc (the "Lessor") the equipment listed above and on any attached schedule (the "Lease"). The lease starts on the day the equipment is delivered to you (the "Commencement Date") and the lease payments shall be payable in advance beginning on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. Your lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. Lease payments are due as invoiced by us.

2.) "The above equipment is to remain the property of Braden Business Systems, Inc. until fulfillment of 60 monthly payments, at which time equipment can be purchased for Fair Market Value by the Lessee."

3.) You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may; (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due. This Lease was made in Indiana ("IN"), is to be performed in IN and shall be governed and construed in accordance with the laws of IN.

4.) You agree to pay taxes when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the equipment.

5.) You are responsible for all risks of loss or damage to the equipment and if any loss occurs you are required to satisfy all of your lease obligations. You will keep the equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us proof of the insurance. We are not responsible for any losses or injuries caused by the equipment.

6.) You agree not to transfer, sell, sublease, assign, pledge or encumber either the equipment or any rights under this lease without our prior written consent, in which consent will not be unreasonably withheld, conditioned or delayed.

7.) You will give us at least 60 days written notice before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the equipment. With proper notice you may: a) purchase all the equipment as indicated above under #2 (Fair Market Value purchase option amounts will be determined by us based on the equipment's in place value); or b) return all equipment in good working condition at your cost in a timely manner to our Fishers address. If you fail to notify us, or if you don't a) purchase or b) return the equipment as provided herein, this lease will automatically renew at the same payment amount for consecutive 30-day periods.

LESSEE: The undersigned agrees to the above lease terms

Signature: Becky Nelson
Name: Becky Nelson
Title: Board of School Trustee
Date: July 14, 2025

Braden Business Systems, Inc.
8700 North Street Suite 400 Fishers, IN 46038
317-580-0100, 317-580-2500 fax

Signature: _____
Name: _____
Title: _____
Date: _____

EQUIPMENT ACCEPTANCE The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of equipment leased from Braden Business Systems, Inc.

Signature: _____ Date: _____

BRADEN
OFFICE EQUIPMENT • IT • DOCUMENT AUTOMATION

Franklin Comm School Corp

Lease Schedule A

6/11/2025

Customer		Eq ID	Model	Replacement Model	Paper Trays	Stapling Finisher	Booklet Finisher	Punch Kit	Fax	Location
CE06	Creekside Elementary Fcsc	K8878	KB554e	551i	3	X		X		Workroom
		G6413	KB550I	751i	4	X		X		Intermediate hall
		G6412	KB550I	551i	3	X		X		Primary
		G6402	KC550i	C651i	3	X		X	X	Office Workroom
CB30	Custer Baker Intermediate School Fcsc	K8864	KC224e	C251i	2					Resources office
		G6414	KB550I	551i	3	X		X		Faculty workroom
		G6415	KB550I	551i	3	X		X		Room G-01
		G6416	KB450I	451i	4	X		X	X	Counseling
		G6404	KB650I	751i	4	X				Room R-08
		G6403	KB650I	751i	4	X				Room B-19
		G6408	KC450i	C551i	3	X		X		Main Office
FC07	Franklin Comm School Corp Administration Office	K8771	KB454e	C301i	2				X	Maintenance Building
		G6314	KC300I	C301i	2				X	Food Service
		G6419	KC450i	C451i	3	X		X		West Workroom
		G6407	KC450i	C451i	3	X		X	X	East Workroom
FC08	Franklin Community H S Fcsc	K8866	KB224e	C300 (via Food Service)	2	X				Football Office
		G6393	KC450i	C451i	3	X		X	X	Office Workroom D148
		G6405	KC450i	C451i	3		X			Athletics Depts
		G6390	KB808	850i	4	X		X		7-3 C217
		G6394	KB450I	451i	4	X			X	Guidance Office
		G6398	KB450I	451i	3	X		X		E129
		G6400	KB450I	451i	3	X		X		FC08 Library
		G6388	KB808	850i	4		X	X		E214
		G6391	KB808	850i	4		X	X		F223
		G6401	KB450I	651i	3	X				B219
		G6396	KB450I	451i	3	X				1st floor. Special Ed.
		G6395	KB450I	451i	3	X				Band Room
FC18	Franklin Community M S	K8851	KB454e	4051i (A4)	2					Athletic Dept
		G6423	KB650I	751i	4	X				2nd Floor Workroom/Room K213
		G6410	KB650I	751i	4	X		X		Main Teacher Workroom
		G6418	KB650I	751i	4	X		X		L113 Workroom
		G6420	KB450I	751i	4	X				L213
		G6409	KC450i	C551i	3	X		X		Main Office
FS09	Franklin Schools Transportation Office	G6406	KC450i	C451i	3	X		X	X	Office (FS09)
NE01	Needham Elementary FCSC	K8881	KB554e	551i	3	X		X		Room 27
		G6417	KB550I	551i	3	X		X	X	Office Workroom
		G6411	KC650i	C751i	4	X		X		Office Workroom
NE00	Northwood Elementary Fcsc	K8888	KB454e	451i	3	X				Tutor RoomAcross from B203
		G6397	KC650i	C751i	4	X		X		Main Office
		G6389	KB808	850i	4	X		X		Main Workroom
		G6422	KB450I	551i	3	X				Across fro B203
UE00	Union Elementary FCSC	G6424	KC550i	C551i	3	X		X		Copy Center
		G6399	KB450I	451i	3	X				UE00
WE02	Webb Elementary Fcsc	K8781	KB454e	551i	3	X				Upstairs Workroom - Rm 202
		G6421	KC550i	C651i	3	X		X		Main office
		G6392	KB450I	551i	3	X				Upstairs Workroom - Rm 202

**Lease includes 5 years PaperCut support & license migration

Signature: Becky Nelson

Print Name: Becky Nelson

Title: Board of School Trustee

Date: July 14, 2025

DONATIONS FOR APPROVAL
July 2025

District
Amount: $100
For: Student Lunch Debt
From: Harper Adams

Webb Elementary
Amount: $2,666
For: Tire swing for the playground
From: Webb PTO

AMENDMENT TO ENERGYCAP SUBSCRIPTION AGREEMENT

This Amendment to Energy CAP Subscription Agreement (the "Amendment") is entered into as of September 1, 2025 by and between EnergyCAP, LLC ("EnergyCAP") and Franklin Community School Corporation ("Customer") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain EnergyCAP Subscription Agreement dated September 1, 2024 (the "Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement to update Sections 3.1 and 3.2 of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties agree to amend the Original Agreement as follows:

1. Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:

   "3.1 All Subscription Services will be provided beginning on the effective date of the applicable Order (the "Order Effective Date") and continuing the initial term identified on the applicable Order (the "Initial Term") unless earlier terminated in accordance with this Agreement. Upon completion of the Initial Term, the term for all Subscription Services will automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") unless a different renewal period is specified on the applicable Order. Each Party must provide at least sixty (60) days' written notice if they intend for the Subscription Services to expire at the end of the Initial Term or the then-current Renewal Term. Each Party must provide at least sixty (60) days' written notice if they intend to downgrade Services to expire at the end of the Initial Term or the then-current Renewal Term. In the event that any prior term was designated in the applicable Order as promotional or one-time, ENC shall provide 60 days' notice for any price increases in a renewal term unless otherwise stated in the applicable Order."

2. Section 3.2 of the Agreement is deleted in its entirety and replaced with the following:

   "3.2 A Party may terminate this Agreement and/or any then current Order for cause: (i) upon thirty (60) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period or such longer period as may be mutually agreed in writing; or (ii) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors."

Except as set forth herein, all other terms set forth in the Agreement remain unchanged. This Amendment and the Agreement shall be deemed a single integrated agreement for all purposes.

This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution by electronic means (e.g., DocuSign or email) shall be valid and binding.

Subscription Services and Fees Order

Initial Term: 09/01/2025 – 8/31/2028 **Effective Date: 09/01/2025**

Subscription Services	Three-Year Subscription Term – 09/1/2025 to 8/31/2028		
Items	Year 1 9/1/2025 - 8/31/2026	Year 2 9/1/2026 - 8/31/2027	Year 3 9/1/2027 - 8/31/2028
EnergyCAP UtilityManagement - Express Subscription + Cost Avoidance - 100 Meters	$4,218.93	$4,429.88	$4,651.37
Sales Tax	-	-	-
Total Three-Year Pricing Summary	$4,218.93	$4,429.88	$4,651.37

Invoicing Schedule

Annual Renewal Fee	
Renewal Invoice – Upon Anniversary of Subscription Effective Date	
Subscription Services	100%

Subscription Details	
Licensed Software Features	Cost Avoidance
Subscription Effective Date	9/1/2025
Initial Term	3 Years
Licensed Number of Meters	100
Licensed Number of Users	Unlimited

IN WITNESS WHEREOF, EnergyCAP and Customer, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

EnergyCAP, LLC

By:_____

Name:_____

Title:_____

Date:_____

Franklin Community School Coporation

By: Becky Nelson

Name: Becky Nelson

Title: Board of School Trustee, President

Date: 7-14-25

Docusign Envelope ID: 2945DCCB-3F15-4BFF-A998-AE334BD80331

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twelfth day of June in the year Two Thousand Twenty-five
(In words, indicate day, month and year.)

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

Franklin Community Schools
7157 W 200 N
Franklin, IN 46131

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

Ellis Mechanical, Inc.
2929 Bluff Road
Indianapolis, IN 46225

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

Franklin Middle School Boiler Replacement
625 Grizzly Cub Dr.
Franklin, IN 46131
SAI Project# 2022-024.MSB

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

Schmidt Associates
415 Massachusetts Avenue
Indianapolis, IN 46204

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] Substantial Completion shall be accomplished by before winter of 2025.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Thirty-four Thousand and 00/100 Dollars ($ 734,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1 – Hot Water Pumps	$158,000

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance	$25,000

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.5.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6 Retainage

§ 5.1.6.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

As indicated in the AIA Document A201.

§ 5.1.6.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.6.2 Reduction or limitation of retainage, if any, shall be as follows:

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(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

The Owner shall retain amounts from each progress payment as indicated in the AIA Document A201.

§ 5.1.6.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.7 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

The method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

David Clendening, Superintendent
Franklin Community Schools
7157 W 200 N
Franklin, IN 46131

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Tim Brabender
Ellis Mechanical, Inc.
2929 Bluff Road
Indianapolis, IN 46225
tim@ellismechanicalinc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document G203™–2022, BIM Execution Plan, AIA Document E202-2022 BIM Exhibit for Sharing Models with Project Participants, where models may not be enumerated as a Contract Document and a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings: As bound in the Drawings Set dated 04/30/2025

.6 Specifications: Divisions 01-33 as indicated in the Table of Contents of the Project Manual dated 04/30/2025.

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	05/19/2025	5 pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[X] AIA Document E202-2022 BIM Exhibit for Sharing Models with Project Participants

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding

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or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

1. Reference Division 00 Documents of the Project Manual dated 04/30/2025:
    a. Form 96 "Contractor's Bid for Public Work"
    b. 004113 Supplemental Bid Form
    c. Subcontractor and Products
    d. Performance Bond and Payment Bond (AIA A312)
    e. e-Verify Affidavit

This Agreement entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Agreement, and one to be retained by the Owner.

Becky Nelson	Signed by: Tim Brabender EDAD2F8A04DE4C4...
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Becky Nelson Board of Shool Trustee, President	Tim Brabender President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

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Changes to original AIA text

PAGE 1

AGREEMENT made as of the -Twelfth day of- June- in the year Two Thousand Twenty-five

Schmidt Associates

415 Massachusetts Avenue

Indianapolis, IN 46204

PAGE 3

[X] ~~By the following date:~~ Substantial Completion shall be accomplished by before winter of 2025.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Thirty-four Thousand and 00/100 Dollars ($ 734,000.00), subject to additions and deductions as provided in the Contract Documents.

Item	Price
Alternate No. 1 – Hot Water Pumps	$158,000

Item	Price
Contingency Allowance	$25,000

PAGE 4

~~**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~

~~*(Federal, state or local laws may require payment within a certain period of time.)*~~

~~**§ 5.1.4**~~

§ 5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the

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Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.~~5~~4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.~~6~~5 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.~~6~~5.1 The amount of each progress payment shall first include:

§ 5.1.~~6~~5.2 The amount of each progress payment shall then be reduced by:

§ 5.1.~~7~~6 Retainage

§ 5.1.~~7~~6.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

§ 5.1.~~7~~6.1.1 The following items are not subject to retainage:

§ 5.1.~~7~~6.2 Reduction or limitation of retainage, if any, shall be as follows:

PAGE 5

~~**§ 5.1.7**~~The Owner shall retain amounts from each progress payment as indicated in the AIA Document A201.

§ 5.1.6.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

§ 5.1.~~8~~7 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.~~9~~8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

~~For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the~~The method of binding dispute resolution shall be as follows:

~~[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017~~

~~[~~

[X] Litigation in a court of competent jurisdiction

PAGE 6

~~**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document G203™–2022, BIM Execution Plan, AIA Document E202-2022 BIM Exhibit

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for Sharing Models with Project Participants, where models may not be enumerated as a Contract Document and a building information modeling exhibit, if completed, or as otherwise set forth below:

PAGE 7

.5 Drawings: As bound in the Drawings Set dated 04/30/2025

.6 Specifications: Divisions 01-33 as indicated in the Table of Contents of the Project Manual dated 04/30/2025.

Number	Date	Pages
Addendum No. 1	05/19/2025	5 pages

[X] AIA Document ~~E204™ 2017, Sustainable Projects~~E202-2022 BIM Exhibit~~, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~ for Sharing Models with Project Participants

~~[ ] The Sustainability Plan:~~

1. Reference Division 00 Documents of the Project Manual dated 04/30/2025:

    a. Form 96 "Contractor's Bid for Public Work"

PAGE 8

    b. 004113 Supplemental Bid Form

    c. Subcontractor and Products

    d. Performance Bond and Payment Bond (AIA A312)

    e. e-Verify Affidavit

This Agreement entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Agreement, and one to be retained by the Owner.

Variable Information

PAGE 1

AGREEMENT made as of the -Twelfth _day of-_ June- _in the year Two Thousand Twenty-five

Franklin Community Schools

7157 W 200 N

Franklin, IN 46131

Ellis Mechanical, Inc.

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2929 Bluff Road

Indianapolis, IN 46225

Franklin Middle School Boiler Replacement

625 Grizzly Cub Dr.

Franklin, IN 46131

SAI Project# 2022-024.MSB

PAGE 2

[X] The date of this Agreement.

PAGE 3

[X] ~~By the following date:~~ Substantial Completion shall be accomplished by before winter of 2025.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Thirty-four Thousand and 00/100 Dollars ($ 734,000.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 4

As indicated in the AIA Document A201.

PAGE 5

~~§ 5.1.7~~The Owner shall retain amounts from each progress payment as indicated in the AIA Document A201.

[X] Litigation in a court of competent jurisdiction

PAGE 6

David Clendening, Superintendent

Franklin Community Schools

7157 W 200 N

Franklin, IN 46131

Tim Brabender

Ellis Mechanical, Inc.

2929 Bluff Road

Indianapolis, IN 46225

tim@ellismechanicalinc.com

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PAGE 7

[X] AIA Document ~~E204™ 2017, Sustainable Projects~~E202-2022 BIM Exhibit~~, dated as indicated below:~~

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:10:32 EDT on 06/27/2025 under Order No. 20240047854 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

Becky Nelson
(Signed)

Board of School Trustees, President
(Title)

July 14, 2025
(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Franklin Middle School Boiler Replacement
Franklin, IN
SAI Project #2022-024.MSB

THE OWNER:
(Name, legal status and address)

Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin, IN 46131

THE ARCHITECT:
(Name, legal status and address)

Schmidt Associates
415 Massachusetts Avenue
Indianapolis, IN 46204

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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User Notes: (685eee091f2e9fa72525925d)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 The Project Manual

The Project Manual is that portion of the Contract Documents consisting of Contract Requirements, Conditions of the Contract, general requirements for construction, and sample forms.

§ 1.1.10 Approved Equal

"Approved Equal" refers to any materials, systems or installations which, in the opinion of the Architect/Engineer and Owner, are equal in quality, durability, functional performance, strength, appearance, etc., to the specified or

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scheduled material, systems or installation and will meet the intent and performance requirements of the Contract Documents, and are approved by the Architect/Engineer prior to bidding in accordance with the Instructions to Bidders.

§ 1.1.11 Furnished By Owner

"Furnished by Owner" refers to equipment delivered FOB to Project site by the Owner. Contractor shall receive, rig, unload, store, uncrate, protect, set in place and connect equipment complete ready for operation. All labor and materials necessary for final connection shall be provided by the Contractor.

§ 1.1.12 Surety

"Surety" shall mean a person, firm or corporation that has executed, as surety, the Contractor's Performance and labor and material payment bonds securing the performance of the Work within the Contract.

§ 1.1.13 Definitions and Industry Standards

§ 1.1.13.1 Definitions.

§ 1.1.13.1.1 General: Basic Contract definitions are included in the Conditions of the Contract.

§ 1.1.13.1.2 "Reviewed": When used to convey Architect's action on Contractor's submittals, applications, and requests, "reviewed" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

§ 1.1.13.1.3 "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

§ 1.1.13.1.4 "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

§ 1.1.13.1.5 "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

§ 1.1.13.1.6 "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

§ 1.1.13.1.7 "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

§ 1.1.13.1.8 "Provide": Furnish and install, complete and ready for the intended use.

§ 1.1.13.1.9 "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

§ 1.1.13.2 Standards.

§ 1.1.13.2.1 Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

§ 1.1.13.2.2 Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

§ 1.1.13.2.3 Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the case of an inconsistency between Drawings and Specifications and within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's/Engineer's interpretation.

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

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document G203™–2022, BIM Execution Plan, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document G203™–2022, BIM Execution Plan, AIA Document E202-2022 BIM Exhibit for Sharing Models with Project Participants, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.1.1 National Pollution Discharge Elimination System (NPDES): the Owner will provide the approved package to the Contractor for the Contractor to comply with 327-Indiana Administrative Code-15-5 (Rule 5). The Contractor shall be responsible for submitting completed documents to the Indiana Department of Environmental Management (IDEM) and for obtaining the required permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the actual cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Section 2.3.4, and shall at once report to the Architect errors,

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inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

§ 3.2.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once. The Contractor shall be responsible for all costs including compensation for the Architect resulting from or arising out of the Contractor's failure to take proper field measurements or to verify existing field conditions.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Contractor shall not scale dimensions from Drawings unless expressly directed to do so by the Architect/Engineer.

§ 3.2.6 Where there is a conflict or inconsistency in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on providing the better quality of Work and the larger quantity required.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures; provided, however, in no event shall Contractor proceed in any manner that would violate applicable laws or regulations including but not limited to OSHA and IOSHA regulations.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.2.1 E-Verify Certification. Pursuant to Indiana Code 22-5-1.7, Contractor providing services to Owner certifies that it has enrolled in and is verifying the work eligibility status of all newly hired employees through the E-Verify program for the duration of this and future contracts for services with Owner, unless and until the E-Verify program no longer exists. Contractor affirms that it does not knowingly employ or retain in its employ unauthorized aliens, which includes persons whose immigration status makes them ineligible to work for Contractor. Contractor requires all of its Subcontractors, before performing services under this Contract, in any amount, to provide to Contractor a Certification that, at the time of Certification, (a) Subcontractor does not knowingly employ or contract with unauthorized aliens, meaning persons whose immigration status makes them ineligible to work for Subcontractor, and (b) Subcontractor has enrolled in and is participating in the E-Verify program. Contractor certifies that it will keep on file these Subcontractor Certifications referenced for the duration of contract with Subcontractor to provide services under this or future contract with Owner. This provision does not apply to subcontractors who are self-

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employed and do not employ employees or to contractor who is not providing services to Owner.

§ 3.3.2.2 Contractor Not Suspended or Debarred: By signing this Agreement, Contractor certifies that Contractor, its principals or sub-recipients are not suspended or debarred by Federal Government, nor is known suspension or debarment procedure pending. Contractor agrees to notify the Owner in writing of suspension or debarment, or potential suspension or debarment proceeding. Failure to report suspension or debarment, or potential suspension or debarment will be sufficient cause to terminate this Agreement and report such termination to Federal authorities. Contractor representative certifies that he/she has authorization to make such certification and to bind Contractor to all representations herein.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 In addition to any warranties implied by law or any special warranties with respect to particular equipment or systems, the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor shall guarantee that all Work executed under the respective sections will be free of defects of materials and Workmanship for a period of one year from the date of Substantial Completion of the Work. The Contractor shall, at the Contractor's own expense, repair and replace all such defective Work, and all other Work damaged thereby, which becomes defective during the term of the guarantee/warranty. Where guarantees are required, Contractor shall secure warranties from subcontractors, manufacturers and/or suppliers addressed to and in favor of the Owner and deliver copies of the same to the Architect/Engineer upon completion of the Work. Delivery of said guarantees shall not relieve Contractor from any obligations assumed under any other provisions of the Contract.

§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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§ 3.6.2 The Contractor shall include in the proposal the cost of any and all state and federal taxes applying to the operation of performing the Contract.

§ 3.6.3 Only as permitted under state law, materials supplied for permanent installation in this Project are exempt from state sales taxes. The Owner will provide the Contractor with the Owner's tax exemption certificate number.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 National Pollution Discharge Elimination System (NPDES): Contractor shall be required to be the Owner's authorized agent for 327-IAC-15-5 (Rule 5) while construction is being done at the Project site. The Contractor shall advertise a public notice of construction activity in accordance with the requirements of Rule 5 in the predominant newspaper in the county of the Project. Evidence of advertisement, permit application and a fee of $100.00 will be required to be submitted to IDEM before commencement of construction.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice in writing to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated Allowance amounts shall be stated in Division 01 section "Allowances" in accordance with the type of Allowance specified; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent and Other Key Personnel

§ 3.9.1 The Contractor shall employ a competent project manager, superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's project manager shall be the person who has responsibility for the prosecution of the Work and who has the authority to act on behalf of the Contractor in all matters for the coordination, direction and technical administration of the Work.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or project manager or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor shall provide a competent and adequate staff, including but not limited to the project manager and superintendent for the timely and proper administration of the Work. If the Owner determines that the continued participation of any member of the Contractor's staff is not in the best interest of the Project, the Owner may require the Contractor to replace the unsatisfactory staff member. In addition, the Contractor shall not change key members of its staff including but not limited to its project manager and superintendent without the prior written consent of the Owner which consent shall not be unreasonably withheld, so long as such key person remains satisfactory to and employed by the Contractor.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Contractor shall diligently monitor the progress of the Work, and update the construction schedule on a prompt and periodic basis to reasonably reflect the actual progress of the Work.

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§ 3.10.4 Contractor shall notify Owner in writing within seven (7) days of any update to the construction schedule that reflects a delay or imminent delay to the Substantial Completion Date. Notwithstanding the foregoing, Owner and Contractor hereby acknowledge and agree that the only means of modifying the Contract Time is by a duly executed written Change Order, signed by the Owner and Contractor pursuant to the provisions of the Contract Documents.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the

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absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work and in the immediate future shall be brought to and stored on the Project site by the Contractor. Equipment no longer required for the Work shall be promptly removed from the Project. Contractor shall be solely responsible for the protection of materials, tools, and equipment stored at the Project site from weather, theft, damage, and all other adversity.

§ 3.13.3 The Contractor shall keep the Project site, all roads, sidewalks, parking areas, and thoroughfares on and adjacent to the Project free from obstructions which might present a hazard, nuisance, or interference with vehicular or pedestrian traffic. When construction operations necessitate the closing of traffic lanes or sidewalks, the Contractor shall be responsible for arranging such closing in advance with the authorities having jurisdiction, the Owner and any adjacent property owners. The Contractor shall provide adequate barricades, signs, flagmen, traffic control personnel, and other devices for traffic guides and public safety. The Work shall be performed to the fullest extent reasonably possible in such a manner that areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.4 The Contractor shall not permit any of its or its Subcontractors' employees to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner or the Owner's authorized representative. Without limitation by any other provision of the Contract Documents, the Contractor shall comply with any and all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site, as may be amended from time to time.

§ 3.13.5 The Contractor recognizes that the school buildings shall remain in operation during performance of the Work. Accordingly, the Contractor shall cooperate with the Owner in scheduling and performing the Work to avoid unnecessary or unreasonable conflict, delay in or interference with the classes being held at the school buildings and the Owner's other ongoing operations at or adjacent to the Project. It is critical that such classroom instruction and Owner's other operations not suffer any significant interference, including, without limitation, any interruption in utilities or unreasonable noise, dust, odor, vibration or hazardous condition. The Contractor shall perform the Work and limit its use of the Project site in such manner as to minimize any interference with Owner's classroom

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instructions, occupancy and operations in the school buildings consistent with the Contract Documents and applicable building rules and regulations. Without limiting the generality of the foregoing, at no additional cost to Owner, the Contractor shall provide and apply continuous internal and external dust control, as required, to prevent the spread of dust and to avoid the creation of a nuisance at the Project site or in the surrounding areas as a result of construction activities. All ingress/egress from the Project site shall be maintained in a dry condition, and any mud tracked onto areas of the Project or any building or property of third persons shall be immediately removed and the affected area cleaned. The Contractor, the Owner and its representatives, and the Architect shall regularly meet and communicate in order to coordinate the performance of the Work activity with the Owner's classroom instruction and other ongoing operations at the Project. The Owner shall have the right in writing to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the ongoing operation of the Owner's premises. The Contractor shall, upon the Owner's written request, reschedule any portion of the Work affecting operation of the premises to hours when the premises are not in operation or as may be requested by the Owner. The Contractor may seek an extension of time as permitted by the Contract Documents for any such postponement or rescheduling of any performance of the Work and an equitable adjustment in the Contract Sum but only if (1) the performance of the Work was properly scheduled and coordinated by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling or postponement is required for the sole convenience of the Owner, and (3) the Contractor complies with the claim and notice requirements of Article 15.

§ 3.13.6 The Contractor shall be responsible for the Project remaining secure at all times. All of the workers of Contractor and its subcontractors, whatever tier, at the Project site shall be clearly identified by company badges, t-shirts or other acceptable identification.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Patching (whether occasioned by existing Work removal or by ill-timed and damaged new Work) shall mean the restoration of a surface or item to its original condition to match the existing unless otherwise indicated, noted, detailed, or specified. Cutting and patching shall be done by the proper trades or crafts necessary for the material involved, but the cost of the same shall be borne by the Contractor requiring the cutting and patching. When patching involves painting, special coating, vinyl fabric or other applied finish, the entire surface affected (i.e., wall or ceiling) shall be refinished as a part of this requirement unless complete refinishing of the entire space is scheduled or specified elsewhere.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall on a daily basis keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer

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or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. If Work is being executed at locations other than the Project site, the Contractor shall notify the Architect / Engineer where and when such Work will occur in order that the Architect / Engineer may conduct visits prior to its delivery to the Project site.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.11 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.12 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.13 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 4.2.15 Contractor shall be responsible for and shall promptly reimburse the Owner for any and all additional Architect costs incurred by the Owner that are caused in whole or in part by the Contractor including but not limited to the following: (1) the Architect having to review the Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect; (2) the Architect responding to the Contractor's request for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings or prior Project correspondence or documentation; (3) the Architect providing construction phase services 60 days after substantial completion of the Work or the Substantial Completion Date, whichever date is earlier; (4) the Architect providing more than two reviews of each shop drawing, product data item, sample or other similar submittal of the Contractor; (5) the Architect providing more than two inspections of any portion of the Work to determine whether the Work is substantially complete; and (6) the Architect providing more than two inspections of any portion of the Work to determine final completion of the Work. The invoices submitted by the Architect for such additional services, when approved by the Owner, shall be used as the basis for adjusting the Contract Sum by a deductive Change Order.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not

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prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Contractor. A Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone, acting as the Owner's agent.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation as stipulated in 7.3.12;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in accordance with 7.3.11. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs for the Contractor's Project Managers and Superintendents assigned to the Project, including any costs associated with the evaluation and administration of the change, are part of the overhead allowance enumerated in 7.3.11.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.3.11 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

.1 for the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
.2 for the Contractor, for Work performed by the Contractor's subcontractor, 5 percent of the amount due the subcontractor.
.3 for each subcontractor or sub-subcontractor involved, for Work performed by that subcontractor's or sub-subcontractor's own forces, 10 percent of the cost.
.4 for each subcontractor, for Work performed by the subcontractors, 5 percent of the amount due the sub-subcontractor.
.5 cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.7.

§ 7.3.12 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed in 7.3.4 and 7.3.11. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving more than $1,000.00 be approved without such itemization.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 Completion shall be understood to be Substantial Completion for the Owner's beneficial occupancy, with only minor "punch list" items yet to be completed and items such as balancing of heating system, exterior paving or landscaping etc., which cannot be completed due to climatic conditions.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in

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the Work; (3) by fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) except labor disputes, by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.1.1 The Contractor shall not be allowed to claim weather delay days for the number of days which the U.S. Weather Bureau reports as the average number of days per month of inclement weather for the nearest reporting station to Franklin, IN (latest available information.) The Contractor shall take this number of days and the Project Schedule into account when preparing its bid proposal. Historical data for all areas may be obtained from:

U.S. Department of Commerce
National Climatic Center
Federal Building
Asheville, NC 28801
Phone (704) 259-0682
http://www.ncdc.noaa.gov/

§ 8.3.1.2 Inclement weather shall be defined as rain, snow, sleet, hail or other forms of precipitation that prohibit/halt/or otherwise inhibit the ability of the Contractor to make meaningful progress. If the Work has progressed to the point that inclement weather does not affect the progress of the Contractor, no delay can be claimed. No delay is allowed for the effect of inclement weather. The Contractor shall make provisions to overcome the effect of inclement weather (i.e. mud, snow, etc.).

§ 8.3.1.3 The Contractor shall include in its bid a sufficient amount of money to cover the required manpower, equipment, protection, etc. to complete its Work in accordance with the Project Guideline Schedule, accounting for inclement weather. It is the Contractor's obligation to provide a copy of the "National Climatic Center" report with any weather delay filed. This includes the current information as well as the monthly averages available at the time of bidding.

§ 8.3.1.4 The Contractor nor any subcontractor shall be due any additional compensation for an extension of time granted the Contractor, or granted to another Prime Contractor for a weather delay extension. The Contractor may receive additional days only.

§ 8.3.2 Unless the Contractor shall, within seven (7) days from the commencement of any possible excusable delay or within seven (7) days from the time delay, notify the Owner and the Architect/Engineer in writing of all facts then available to the Contractor relative to the nature and extent of the delay, and its anticipated effect, if any upon the time for Substantial Completion of the Work as hereinbefore described, and shall also request that a determination be made as to whether or not the delay is an excusable delay so as to extend the number of calendar days for completion of the Work, the act or occurrence in question shall not thereafter be an excusable delay for any purpose except upon the written consent of the Architect/Engineer.

§ 8.3.3 The Architect/Engineer will promptly acknowledge the Contractor's request for extension of time, but the Architect/Engineer need not make a determination concerning the same until the nature and extent of the delay and its related impact upon the Contract time for completion are determined.

§ 8.3.4 The Contractor shall furnish sufficient labor forces, materials, equipment, enclosures, and anything else reasonably required for the Work and protection thereof and shall work such hours including additional shifts, overtime, and weekends as may be necessary to ensure the prosecution of the Work in order to meet the Substantial Completion Date and in accordance with the current approved construction schedule. Should the Contractor fall behind the current approved construction schedule or is in jeopardy of missing the Substantial Completion Date to the extent due to Contractor's fault, the Contractor shall take all such steps as may be reasonably necessary to improve his progress in order to meet the Substantial Completion Date and current approved construction schedule including but not limited to increasing the number of laborers, shifts, working overtime, and/or working weekends, all without an increase in the Contract Sum.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Applications for Payment shall be submitted to the Architect/Engineer each month on original AIA Forms G702 and G703. The final application shall also be accompanied by the Approval of Surety. Copies of the standard forms are on file and may be examined at the office of the Owner. Copies of all required permits shall accompany the first application for payment. All applications shall be notarized and signed ("wet signatures").

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until the Work is 50% complete, the Owner will retain 10% of the amount due the Contractor on account of progress payments. At the time the Work is 50% completed and, at the request of the Contractor, the Architect/Engineer (with consent of Surety) may recommend the reduction of retainage on any remaining partial payments to 0% provided that the manner of completion of the Work and its timely progress are satisfactory to the Architect/Engineer and the Owner.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Payments for materials or equipment stored off the site shall not be approved.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Partial payments will be made by the Owner only with the following notarized certification attached: the Contractor will hereby certify that all items are paid for

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which previous certificates were issued and payment received and further waives all rights of lien for the total amount previously paid, and further represents that no person or party has any right to a lien on account of Work performed or material furnished.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.
- **.8** failure to submit the Construction Schedule in accordance with Division 01 Section "Construction Progress Documentation" of this Manual or failure to submit periodic schedule reports prior to each application for payment.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

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§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.1.1 Project Closeout includes those activities leading to Substantial Completion and Final Completion of the Work. Project Closeout activities and requirements are specified in Division 01 Section "Closeout Procedures" of this Manual. To administer and conduct Project Closeout, the Contractor shall indicate a designated value as specified in Division 01 Section "Payment Procedures," of this Manual.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.4.1 If, upon the Architect's/Engineer's completion of the initial inspection and the second inspection, as described in paragraph 9.8.3, there remains incomplete or unsatisfactory Work, the Contractor will be back-charged for time to satisfactorily complete the Work accrued by the Owner and Architect/Engineer, including the Architect's/Engineer's consultants. Charges will be at each of the party's current prevailing rate and commence following the second inspection. The back charges will be deducted from the Project Closeout cost indicated on the Contractor's Schedule of Values.

§ 9.8.4.2 The Certificate of Substantial Completion shall establish a thirty (30) day period after the date of substantial completion within which the Contractor will have to complete all items on the accompanying punch list to the Certificate of Substantial Completion. If Contractor does not complete the punch list within the time period specified herein, then Contractor shall reimburse Owner for all architectural, consultant, attorneys' and all other fees that Owner incurs as a result of Contractor's delay.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Owner shall, however, have the right to continue to withhold two hundred percent (200%) of the value of defective or uncompleted items ("Punch List Items"). The Contractor shall complete the Punch List Items within thirty days of Substantial Completion of the Work, unless otherwise specifically agreed to by the Owner in writing. The amounts so retained shall be paid on a monthly pro rata basis as the Punch List Items are satisfactorily corrected and/or completed. Owner shall also have the right to withhold payment in the event Contractor has not fully paid its Subcontractors, material suppliers, laborers or others furnishing services.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security,

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maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of

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claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 Any such property, including areas used for temporary field offices, storage sheds and material storage and assembly, shall be restored to its original condition, unless otherwise specified, without cost to the Owner.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. In the event of conflict between these Construction Documents and requirements of any Local, State or governing Federal Authority or laws, the most stringent requirement shall govern the Work.

§ 10.2.2.1 The Contractor represents that it is knowledgeable of the Occupational Safety And Health Act (OSHA) and promulgated regulations applicable to the performance of Work. The Contractor acknowledges and accepts affirmative duty of enforcing these regulations, and the Contractor shall promptly advise the Owner of investigations by the Federal safety and health inspectors at the Contractor's, subcontractor's or the sub-subcontractor's Work places or at the project site. The Contractor shall advise the Owner of the outcome(s) of all such investigations and/or inspections. The Contractor assumes full and exclusive responsibility and agrees to indemnify and hold the Owner harmless against any and all consequences arising from the Contractor's violation of regulations governing the Work of this Project, including payment of any fines, penalties and/or interest assessed in connection therewith, court costs and all attorney fees that are incurred by the Owner related thereto.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor acknowledges that the safety of the Owner's building occupants and visitors is of the utmost importance. The Contractor shall take no action which would jeopardize the safety of the Owner's building occupants or visitors. The Contractor shall take all necessary and appropriate steps to preclude access to the construction site by the Owner's building occupants and visitors. Contractor shall be responsible for all safety precautions and requirements related to or arising out of its Work. Any fines generated as a result of Contractor's non-compliance with a local, state, or federal safety regulation shall be the responsibility of Contractor. Any fine issued to the Owner as a result of Contractor's (including its Subcontractors, equipment lessors, suppliers, Sub-subcontractors, and any other person or entity directly or indirectly acting for the Contractor) non-compliance shall be the responsibility of the Contractor and not the Owner.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 Refer to AIA Document A101™–2017, Exhibit A, Insurance and Bonds.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner does not insure any equipment, scaffolding, towers, staging, forms or tools owned or rented by the Contractor; or any tools owned by mechanics, outbuilding, shops, or housing facilities.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance

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that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.2.4 Refer to AIA Document A101™–2017, Exhibit A, Insurance and Bonds.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed

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settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. When a change in the Work is contemplated which may affect the Contract sum or duration of the Work, the Architect/Engineer may issue a Proposal Request, AIA Form G709, the Contractor shall promptly, but in no case longer than ten (10) working days, issue a reply or change quotation, stipulating the change in cost and/or duration as a result of the proposed change. The issuance of a Proposal Request does not, in any way, authorize commencement of the Work therein described. Should, after review and consultation with the Owner, the Architect/Engineer finds the Change Quotation by the Contractor to be acceptable, the Architect/ Engineer will issue a written Change Order to the Contractor within 30 days of receipt of the Change Quotation.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the

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requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1.1 Contractor and all Subcontractors are responsible to comply with Indiana Code as it pertains to public works projects. The following are notable requirements set forth in IC 5-16-13, in effect as of July 1, 2015, but are not inclusive of all requirements.

- **.1** Contractor shall self-perform Work of at least 15 percent of total Contract price.
- **.2** Contractor and all Subcontractors, regardless of tier, shall maintain General Liability Insurance of at least $1,000,000 per occurrence and $2,000,000 in aggregate.
- **.3** Contractor and all Subcontractors, regardless of tier, shall not pay cash to its employees for Work performed on this public works Project.
- **.4** Contractor and all Subcontractors, regardless of tier, shall comply with federal Fair Labor Standards Act of 1938.
- **.5** Contractor and all Subcontractors, regardless of tier, shall be in compliance with workers compensation requirements of Indiana Code 22-3-5-1 and Indiana Code 22-3-7-34 and commits worker's compensation fraud if such Contractor or Subcontractor falsely classifies an employee as an independent contractor, sole proprietor, owner, partner, officer, or member of a limited liability company.
- **.6** Contractor and all Subcontractor, regardless of tier, shall be in compliance with unemployment compensation system requirements of Indiana Code 22-4-1 through 22-4-39-5.
- **.7** Contractor and all Subcontractors, regardless of tier, shall be in compliance with requirements for drug testing of its employees set forth in Indiana Code 4-13-18-1 though 4-13-18-7.

§ 13.1.2 Following provisions shall be in effect for Contracts awarded after December 31, 2016.

- **.1** Contractor and all Subcontractors, regardless of tier, that are performing the constructing, altering, demolishing, or renovating of a public building or other structure must be qualified by the Indiana Department of Administration, and those contractors and subcontractors that are constructing, altering, or repairing highways, streets, or alleys must be qualified by INDOT.
  - **.1** Suppliers of material are not required to be qualified by IDOA prior to doing work on public works projects. A "Supplier" is defined as "any person supplying materials, but no on site labor, to a Contractor or Subcontractor. IC 4-13.6-1-20.
  - **.2** Contractors and Subcontractors, regardless of tier, performing work for local governmental entities awarded under Ind. Code36-1-12 and whose contracts are less than $300, 000 are not required to have been qualified by IDOA or INDOT.
- **.2** For public works by local governmental entities under Ind. Code 36-1-12, Contractor and its Subcontractors shall comply with requirements for drug testing of its employees set forth in Ind. Code 4-13-18 if estimated cost of public works Contract is at least $150,000.
- **.3** Contractor and all Subcontractors, regardless of tier, shall preserve its payroll and related records for three (3) years after completion of the project work and such records shall be open to inspection by the

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Indiana Department of Workforce Development.

.4 If Contractor or Subcontractor, regardless of tier, employs 10 or more employees, then such Contractor/Subcontractor shall provide access to a training program applicable to tasks to be performed in normal course of employee's employment. Contractor or Subcontractor may comply with this training requirement through one of following: (i) an apprenticeship program; (ii) a program offered by Ivy Tech Community College of Indiana or Vincennes University; (iii) a program established by or for Contractor Subcontractor; (iv) a program offered by an entity sponsored by U. S. Department of Labor, Bureau of Apprenticeship and Training; (v) a program that results in award of an industry recognized portable certification; (vi) a program approved by Federal Highway Administration; or (vII) a program approved by INDOT.

.5 If Contractor or first tier Subcontractor employs more than 50 journeymen, such Contractor/first tier Subcontractor shall participate in an apprenticeship or training program that meets standards established by or has been approved by any of following: U.S. Department of Labor, Bureau of Apprenticeship and Training; Indiana Department of Labor; Federal Highway Administration; or INDOT.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that

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sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after the claimant first recognizes the condition giving rise to the Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance
§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to binding dispute resolution through litigation. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may initiate binding dispute resolution through litigation without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall not be final and binding on the parties. Either party may seek binding dispute resolution through litigation within the time allowed by the statute of limitations applicable to the Claim.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 Prior to engaging in litigation as binding dispute resolution, the parties shall endeavor to resolve their Claims informally, provided, however, that informal resolution of a Claim is not a condition precedent to binding dispute resolution through litigation.

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§ 15.3.3 Either party may, within the time allowed by the statute of limitations applicable to the Claim, seek binding dispute resolution through litigation regardless of whether informal dispute resolution has occurred pursuant to Section 15.3.2.

§ 15.3.4

§ 15.4 Consolidation or Joinder

§ 15.4.1 Either party may consolidate a mediation conducted under this Agreement with any other mediation to which it is a party provided that (1) the mediation agreement governing the other mediation permits consolidation, (2) the mediations to be consolidated substantially involve common questions of law or fact, and (3) the mediations employ materially similar procedural rules and methods for selecting mediator(s).

§ 15.4.2 Either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in mediation, provided that the party sought to be joined consents in writing to such joinder. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.3 The Owner and Contractor grant to any person or entity made a party to a mediation conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 If any part of the Contract Documents are later found to be contrary to, prohibited by or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of the Contract Documents shall not be invalidated and shall be given full force and effect insofar as possible.

§ 16.2 Notwithstanding anything herein to the contrary, pursuant to Ind. Code 36-1-12-15 and Ind. Code 5-16-6-1, the Contractor agrees:

1. That in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor nor its Subcontractors, nor any person acting on behalf of the Contractor or its Subcontractors, shall, by reason of race, religion, color, sex, national origin, ancestry or disability, discriminate against any person who is qualified and available to perform the work to which the employment relates; and
2. that neither the Contractor nor its Subcontractors, nor any person acting on behalf of the Contractor or its Subcontractors, shall discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, religion, color, sex, national origin, ancestry or disability; and
3. that there may be deducted from the amount payable to the Contractor by the Owner, under this Contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and
4. that this Contract may be canceled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of this contract provision.

§ 16.3 In accordance with Ind. Code § 36-1-12-20, IOSHA regulations 29 C.F.R. 1926, Subpart P, for trench safety systems shall be incorporated into this Agreement and the cost for any trench safety systems shall be paid for (1) as a separate pay item; or (2) in the pay item of the principal work with which the safety systems are associated.

§ 16.4 Contractor shall, to the extent applicable, comply with the Owner's criminal history background and child protection index check policy(ies) and comply with applicable laws regarding such criminal history background and child protection index check policies.

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§ 16.5 STEEL PRODUCTS

§ 16.5.1 In accordance with Indiana Code § 5-16-8, if any steel products are to be used or supplied in the performance of Contractor's Work, only steel products as defined in Section 16.5.2 shall be used or supplied in the performance of this Agreement or any of the subcontracts unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

§ 16.5.2 As defined in Indiana Code § 5-16-8-1, "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly process, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

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Changes to original AIA text

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Indianapolis, IN 46204

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§ 1.1.9 The Project Manual

The Project Manual is that portion of the Contract Documents consisting of Contract Requirements, Conditions of the Contract, general requirements for construction, and sample forms.

§ 1.1.10 Approved Equal

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"Approved Equal" refers to any materials, systems or installations which, in the opinion of the Architect/Engineer and Owner, are equal in quality, durability, functional performance, strength, appearance, etc., to the specified or scheduled material, systems or installation and will meet the intent and performance requirements of the Contract Documents, and are approved by the Architect/Engineer prior to bidding in accordance with the Instructions to Bidders.

§ 1.1.11 Furnished By Owner

"Furnished by Owner" refers to equipment delivered FOB to Project site by the Owner. Contractor shall receive, rig, unload, store, uncrate, protect, set in place and connect equipment complete ready for operation. All labor and materials necessary for final connection shall be provided by the Contractor.

§ 1.1.12 Surety

"Surety" shall mean a person, firm or corporation that has executed, as surety, the Contractor's Performance and labor and material payment bonds securing the performance of the Work within the Contract.

§ 1.1.13 Definitions and Industry Standards

§ 1.1.13.1 Definitions.

§ 1.1.13.1.1 General: Basic Contract definitions are included in the Conditions of the Contract.

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§ 1.1.13.1.2 "Reviewed": When used to convey Architect's action on Contractor's submittals, applications, and requests, "reviewed" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

§ 1.1.13.1.3 "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

§ 1.1.13.1.4 "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

§ 1.1.13.1.5 "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

§ 1.1.13.1.6 "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

§ 1.1.13.1.7 "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

§ 1.1.13.1.8 "Provide": Furnish and install, complete and ready for the intended use.

§ 1.1.13.1.9 "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

§ 1.1.13.2 Standards.

§ 1.1.13.2.1 Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

§ 1.1.13.2.2 Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

§ 1.1.13.2.3 Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the case of an inconsistency between Drawings and Specifications and within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's/Engineer's interpretation.

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The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document G203™–2022, BIM Execution Plan, to establish the protocols for the development, use, transmission, and exchange of digital data.

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document G203™–2022, BIM Execution Plan, AIA Document E202-2022 BIM Exhibit for Sharing Models with Project Participants, shall be at the using or relying party's sole risk and without liability to the other

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party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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§ 2.3.1.1 National Pollution Discharge Elimination System (NPDES): the Owner will provide the approved package to the Contractor for the Contractor to comply with 327-Indiana Administrative Code-15-5 (Rule 5). The Contractor shall be responsible for submitting completed documents to the Indiana Department of Environmental Management (IDEM) and for obtaining the required permit.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the ~~reasonable~~actual cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 3.2.2 ~~Because the Contract Documents are complementary, the~~The Contractor shall~~, before starting each portion of the Work,~~ carefully study and compare the ~~various~~ Contract Documents ~~relative to that portion of the Work, as well as the~~with each other and with information furnished by the Owner pursuant to Section 2.3.4, and shall ~~take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents~~at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

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§ 3.2.3 The Contractor ~~is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require~~ shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once. The Contractor shall be responsible for all costs including compensation for the Architect resulting from or arising out of the Contractor's failure to take proper field measurements or to verify existing field conditions.

§ 3.2.5 The Contractor shall not scale dimensions from Drawings unless expressly directed to do so by the Architect/Engineer.

§ 3.2.6 Where there is a conflict or inconsistency in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on providing the better quality of Work and the larger quantity required.

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures; provided, however, in no event shall Contractor proceed in any manner that would violate applicable laws or regulations including but not limited to OSHA and IOSHA regulations.

§ 3.3.2.1 E-Verify Certification. Pursuant to Indiana Code 22-5-1.7, Contractor providing services to Owner certifies that it has enrolled in and is verifying the work eligibility status of all newly hired employees through the E-Verify program for the duration of this and future contracts for services with Owner, unless and until the E-Verify program no longer exists. Contractor affirms that it does not knowingly employ or retain in its employ unauthorized aliens, which includes persons whose immigration status makes them ineligible to work for Contractor. Contractor requires all of its Subcontractors, before performing services under this Contract, in any amount, to provide to Contractor a Certification that, at the time of Certification, (a) Subcontractor does not knowingly employ or contract with unauthorized aliens, meaning persons whose immigration status makes them ineligible to work for Subcontractor, and (b) Subcontractor has enrolled in and is participating in the E-Verify program. Contractor certifies that it will keep on file these Subcontractor Certifications referenced for the duration of contract with Subcontractor to provide services under this or future contract with Owner. This provision does not apply to subcontractors who are self-employed and do not employ employees or to contractor who is not providing services to Owner.

§ 3.3.2.2 Contractor Not Suspended or Debarred: By signing this Agreement, Contractor certifies that Contractor, its principals or sub-recipients are not suspended or debarred by Federal Government, nor is known suspension or debarment procedure pending. Contractor agrees to notify the Owner in writing of suspension or debarment, or potential suspension or debarment proceeding. Failure to report suspension or debarment, or potential suspension or debarment will be sufficient cause to terminate this Agreement and report such termination to Federal authorities. Contractor representative certifies that he/she has authorization to make such certification and to bind Contractor to all representations herein.

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§ 3.5.1 ~~The~~In addition to any warranties implied by law or any special warranties with respect to particular equipment or systems, the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

~~§ 3.6 Taxes~~

§ 3.5.3 The Contractor shall guarantee that all Work executed under the respective sections will be free of defects of materials and Workmanship for a period of one year from the date of Substantial Completion of the Work. The Contractor shall, at the Contractor's own expense, repair and replace all such defective Work, and all other Work damaged thereby, which becomes defective during the term of the guarantee/warranty. Where guarantees are required, Contractor shall secure warranties from subcontractors, manufacturers and/or suppliers addressed to and in favor of the Owner and deliver copies of the same to the Architect/Engineer upon completion of the Work. Delivery of said guarantees shall not relieve Contractor from any obligations assumed under any other provisions of the Contract.

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§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 The Contractor shall include in the proposal the cost of any and all state and federal taxes applying to the operation of performing the Contract.

§ 3.6.3 Only as permitted under state law, materials supplied for permanent installation in this Project are exempt from state sales taxes. The Owner will provide the Contractor with the Owner's tax exemption certificate number.

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§ 3.7.1.1 National Pollution Discharge Elimination System (NPDES): Contractor shall be required to be the Owner's authorized agent for 327-IAC-15-5 (Rule 5) while construction is being done at the Project site. The Contractor shall advertise a public notice of construction activity in accordance with the requirements of Rule 5 in the predominant newspaper in the county of the Project. Evidence of advertisement, permit application and a fee of $100.00 will be required to be submitted to IDEM before commencement of construction.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice in writing to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated ~~allowance~~Allowance amounts shall be ~~included~~stated in ~~the Contract Sum but not in the allowances~~Division 01 section "Allowances" in accordance with the type of Allowance specified; and

§ 3.9 Superintendent and Other Key Personnel

§ 3.9.1 The Contractor shall employ a competent project manager, superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's project manager shall be the person who has responsibility for the prosecution of the Work and who has the authority to act on behalf of the Contractor in all matters for the coordination, direction and technical administration of the Work.

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or project manager or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.4 The Contractor shall provide a competent and adequate staff, including but not limited to the project manager and superintendent for the timely and proper administration of the Work. If the Owner determines that the continued participation of any member of the Contractor's staff is not in the best interest of the Project, the Owner may require

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the Contractor to replace the unsatisfactory staff member. In addition, the Contractor shall not change key members of its staff including but not limited to its project manager and superintendent without the prior written consent of the Owner which consent shall not be unreasonably withheld, so long as such key person remains satisfactory to and employed by the Contractor.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Contractor shall diligently monitor the progress of the Work, and update the construction schedule on a prompt and periodic basis to reasonably reflect the actual progress of the Work.

§ 3.10.4 Contractor shall notify Owner in writing within seven (7) days of any update to the construction schedule that reflects a delay or imminent delay to the Substantial Completion Date. Notwithstanding the foregoing, Owner and Contractor hereby acknowledge and agree that the only means of modifying the Contract Time is by a duly executed written Change Order, signed by the Owner and Contractor pursuant to the provisions of the Contract Documents.

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~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work and in the immediate future shall be brought to and stored on the Project site by the Contractor. Equipment no longer required for the Work shall be promptly removed from the Project. Contractor shall be solely responsible for the protection of materials, tools, and equipment stored at the Project site from weather, theft, damage, and all other adversity.

§ 3.13.3 The Contractor shall keep the Project site, all roads, sidewalks, parking areas, and thoroughfares on and adjacent to the Project free from obstructions which might present a hazard, nuisance, or interference with vehicular or pedestrian traffic. When construction operations necessitate the closing of traffic lanes or sidewalks, the Contractor shall be responsible for arranging such closing in advance with the authorities having jurisdiction, the Owner and any adjacent property owners. The Contractor shall provide adequate barricades, signs, flagmen, traffic control personnel, and other devices for traffic guides and public safety. The Work shall be performed to the fullest extent reasonably possible in such a manner that areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.4 The Contractor shall not permit any of its or its Subcontractors' employees to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner or the Owner's authorized representative. Without limitation by any other provision of the Contract Documents, the Contractor shall comply with any and all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site, as may be amended from time to time.

§ 3.13.5 The Contractor recognizes that the school buildings shall remain in operation during performance of the Work. Accordingly, the Contractor shall cooperate with the Owner in scheduling and performing the Work to avoid unnecessary or unreasonable conflict, delay in or interference with the classes being held at the school buildings and the Owner's other ongoing operations at or adjacent to the Project. It is critical that such classroom instruction and Owner's other operations not suffer any significant interference, including, without limitation, any interruption in utilities or unreasonable noise, dust, odor, vibration or hazardous condition. The Contractor shall perform the Work and limit its use of the Project site in such manner as to minimize any interference with Owner's classroom instructions, occupancy and operations in the school buildings consistent with the Contract Documents and applicable building rules and regulations. Without limiting the generality of the foregoing, at no additional cost to Owner, the Contractor shall provide and apply continuous internal and external dust control, as required, to prevent the spread of dust and to avoid the creation of a nuisance at the Project site or in the surrounding areas as a result of construction activities. All ingress/egress from the Project site shall be maintained in a dry condition, and any mud tracked onto areas of the Project or any building or property of third persons shall be immediately removed and the affected area cleaned. The Contractor, the Owner and its representatives, and the Architect shall regularly meet and communicate in order to coordinate the performance of the Work activity with the Owner's classroom instruction

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and other ongoing operations at the Project. The Owner shall have the right in writing to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the ongoing operation of the Owner's premises. The Contractor shall, upon the Owner's written request, reschedule any portion of the Work affecting operation of the premises to hours when the premises are not in operation or as may be requested by the Owner. The Contractor may seek an extension of time as permitted by the Contract Documents for any such postponement or rescheduling of any performance of the Work and an equitable adjustment in the Contract Sum but only if (1) the performance of the Work was properly scheduled and coordinated by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling or postponement is required for the sole convenience of the Owner, and (3) the Contractor complies with the claim and notice requirements of Article 15.

§ 3.13.6 The Contractor shall be responsible for the Project remaining secure at all times. All of the workers of Contractor and its subcontractors, whatever tier, at the Project site shall be clearly identified by company badges, t-shirts or other acceptable identification.

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§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Patching (whether occasioned by existing Work removal or by ill-timed and damaged new Work) shall mean the restoration of a surface or item to its original condition to match the existing unless otherwise indicated, noted, detailed, or specified. Cutting and patching shall be done by the proper trades or crafts necessary for the material involved, but the cost of the same shall be borne by the Contractor requiring the cutting and patching. When patching involves painting, special coating, vinyl fabric or other applied finish, the entire surface affected (i.e., wall or ceiling) shall be refinished as a part of this requirement unless complete refinishing of the entire space is scheduled or specified elsewhere.

§ 3.15.1 The Contractor shall on a daily basis keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. If Work is being executed at locations other than the Project site, the Contractor shall notify the Architect / Engineer where and when such Work will occur in order that the Architect / Engineer may conduct visits prior to its delivery to the Project site.

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~~**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.~~
~~**§ 4.2.11**~~

§ 4.2.10 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 4.2.~~12~~11 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.~~13~~12 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.~~14~~13 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 Contractor shall be responsible for and shall promptly reimburse the Owner for any and all additional Architect costs incurred by the Owner that are caused in whole or in part by the Contractor including but not limited to the following: (1) the Architect having to review the Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect; (2) the Architect responding to the Contractor's request for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings or prior Project correspondence or documentation; (3) the Architect providing construction phase services 60 days after substantial completion of the Work or the Substantial Completion Date, whichever date is earlier; (4) the Architect providing more than two reviews of each shop drawing, product data item, sample or other similar submittal of the Contractor; (5) the Architect providing more than two inspections of any portion of the Work to determine whether the Work is substantially complete; and (6) the Architect providing more than two inspections of any portion of the Work to determine final completion of the Work. The invoices submitted by the Architect for such additional services, when approved by the Owner, shall be used as the basis for adjusting the Contract Sum by a deductive Change Order.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner~~, Contractor, and Architect~~ and Contractor. A Construction Change Directive requires agreement by the Owner and ~~Architect and~~ may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone, acting as the Owner's agent.

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation as stipulated in 7.3.12;

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in ~~the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount~~accordance with 7.3.11. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.5 ~~-~~ Costs ~~of supervision and field office personnel directly attributable to the change~~for the Contractor's Project Managers and Superintendents assigned to the Project, including any costs associated with the evaluation and administration of the change, are part of the overhead allowance enumerated in 7.3.11.

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§ 7.3.11 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

.1 for the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.

.2 for the Contractor, for Work performed by the Contractor's subcontractor, 5 percent of the amount due the subcontractor.

.3 for each subcontractor or sub-subcontractor involved, for Work performed by that subcontractor's or sub-subcontractor's own forces, 10 percent of the cost.

.4 for each subcontractor, for Work performed by the subcontractors, 5 percent of the amount due the sub-subcontractor.

.5 cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.7.

§ 7.3.12 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed in 7.3.4 and 7.3.11. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving more than $1,000.00 be approved without such itemization.

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§ 8.2.4 Completion shall be understood to be Substantial Completion for the Owner's beneficial occupancy, with only minor "punch list" items yet to be completed and items such as balancing of heating system, exterior paving or landscaping etc., which cannot be completed due to climatic conditions.

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by ~~labor disputes,~~ fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) except labor disputes, by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15~~1.1 The Contractor shall not be allowed to claim weather delay days for the number of days which the U.S. Weather Bureau reports as the average number of days per month of inclement weather for the nearest reporting station to Franklin, IN (latest available information.) The Contractor shall take this number of days and the Project Schedule into account when preparing its bid proposal. Historical data for all areas may be obtained from:

U.S. Department of Commerce
National Climatic Center
Federal Building
Asheville, NC 28801
Phone (704) 259-0682
http://www.ncdc.noaa.gov/

§ 8.3.1.2 Inclement weather shall be defined as rain, snow, sleet, hail or other forms of precipitation that prohibit/halt/or otherwise inhibit the ability of the Contractor to make meaningful progress. If the Work has progressed to the point that inclement weather does not affect the progress of the Contractor, no delay can be claimed. No delay is allowed for the effect of inclement weather. The Contractor shall make provisions to overcome the effect of inclement weather (i.e. mud, snow, etc.).

§ 8.3.1.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents~~ The Contractor shall include in its bid a sufficient amount of money to cover the required

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manpower, equipment, protection, etc. to complete its Work in accordance with the Project Guideline Schedule, accounting for inclement weather. It is the Contractor's obligation to provide a copy of the "National Climatic Center" report with any weather delay filed. This includes the current information as well as the monthly averages available at the time of bidding.

§ 8.3.1.4 The Contractor nor any subcontractor shall be due any additional compensation for an extension of time granted the Contractor, or granted to another Prime Contractor for a weather delay extension. The Contractor may receive additional days only.

§ 8.3.2 Unless the Contractor shall, within seven (7) days from the commencement of any possible excusable delay or within seven (7) days from the time delay, notify the Owner and the Architect/Engineer in writing of all facts then available to the Contractor relative to the nature and extent of the delay, and its anticipated effect, if any upon the time for Substantial Completion of the Work as hereinbefore described, and shall also request that a determination be made as to whether or not the delay is an excusable delay so as to extend the number of calendar days for completion of the Work, the act or occurrence in question shall not thereafter be an excusable delay for any purpose except upon the written consent of the Architect/Engineer.

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§ 8.3.3 The Architect/Engineer will promptly acknowledge the Contractor's request for extension of time, but the Architect/Engineer need not make a determination concerning the same until the nature and extent of the delay and its related impact upon the Contract time for completion are determined.

§ 8.3.4 The Contractor shall furnish sufficient labor forces, materials, equipment, enclosures, and anything else reasonably required for the Work and protection thereof and shall work such hours including additional shifts, overtime, and weekends as may be necessary to ensure the prosecution of the Work in order to meet the Substantial Completion Date and in accordance with the current approved construction schedule. Should the Contractor fall behind the current approved construction schedule or is in jeopardy of missing the Substantial Completion Date to the extent due to Contractor's fault, the Contractor shall take all such steps as may be reasonably necessary to improve his progress in order to meet the Substantial Completion Date and current approved construction schedule including but not limited to increasing the number of laborers, shifts, working overtime, and/or working weekends, all without an increase in the Contract Sum.

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Applications for Payment shall be submitted to the Architect/Engineer each month on original AIA Forms G702 and G703. The final application shall also be accompanied by the Approval of Surety. Copies of the standard forms are on file and may be examined at the office of the Owner. Copies of all required permits shall accompany the first application for payment. All applications shall be notarized and signed ("wet signatures").

§ 9.3.1.3 Until the Work is 50% complete, the Owner will retain 10% of the amount due the Contractor on account of progress payments. At the time the Work is 50% completed and, at the request of the Contractor, the Architect/Engineer (with consent of Surety) may recommend the reduction of retainage on any remaining partial payments to 0% provided that the manner of completion of the Work and its timely progress are satisfactory to the Architect/Engineer and the Owner.

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable

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insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Payments for materials or equipment stored off the site shall not be approved.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Partial payments will be made by the Owner only with the following notarized certification attached: the Contractor will hereby certify that all items are paid for which previous certificates were issued and payment received and further waives all rights of lien for the total amount previously paid, and further represents that no person or party has any right to a lien on account of Work performed or material furnished.

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.8 failure to submit the Construction Schedule in accordance with Division 01 Section "Construction Progress Documentation" of this Manual or failure to submit periodic schedule reports prior to each application for payment.

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§ 9.8.1.1 Project Closeout includes those activities leading to Substantial Completion and Final Completion of the Work. Project Closeout activities and requirements are specified in Division 01 Section "Closeout Procedures" of this Manual. To administer and conduct Project Closeout, the Contractor shall indicate a designated value as specified in Division 01 Section "Payment Procedures," of this Manual.

§ 9.8.4.1 If, upon the Architect's/Engineer's completion of the initial inspection and the second inspection, as described in paragraph 9.8.3, there remains incomplete or unsatisfactory Work, the Contractor will be back-charged for time to satisfactorily complete the Work accrued by the Owner and Architect/Engineer, including the Architect's/Engineer's consultants. Charges will be at each of the party's current prevailing rate and commence following the second inspection. The back charges will be deducted from the Project Closeout cost indicated on the Contractor's Schedule of Values.

§ 9.8.4.2 The Certificate of Substantial Completion shall establish a thirty (30) day period after the date of substantial completion within which the Contractor will have to complete all items on the accompanying punch list to the Certificate of Substantial Completion. If Contractor does not complete the punch list within the time period specified herein, then Contractor shall reimburse Owner for all architectural, consultant, attorneys' and all other fees that Owner incurs as a result of Contractor's delay.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Owner shall, however, have the right to continue to withhold two hundred percent (200%) of the value of defective or uncompleted items ("Punch List Items"). The Contractor shall complete the Punch List Items within thirty days of Substantial Completion of the Work, unless otherwise specifically agreed to by the Owner in writing. The amounts so retained shall be paid on a monthly pro rata basis as the Punch List Items are satisfactorily corrected and/or completed. Owner shall also have the right to withhold payment in the event Contractor has not fully paid its Subcontractors, material suppliers, laborers or others furnishing services.

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.4 Any such property, including areas used for temporary field offices, storage sheds and material storage and assembly, shall be restored to its original condition, unless otherwise specified, without cost to the Owner.

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§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. In the event of conflict between these Construction Documents and requirements of any Local, State or governing Federal Authority or laws, the most stringent requirement shall govern the Work.

§ 10.2.2.1 The Contractor represents that it is knowledgeable of the Occupational Safety And Health Act (OSHA) and promulgated regulations applicable to the performance of Work. The Contractor acknowledges and accepts affirmative duty of enforcing these regulations, and the Contractor shall promptly advise the Owner of investigations by the Federal safety and health inspectors at the Contractor's, subcontractor's or the sub-subcontractor's Work places or at the project site. The Contractor shall advise the Owner of the outcome(s) of all such investigations and/or inspections. The Contractor assumes full and exclusive responsibility and agrees to indemnify and hold the Owner harmless against any and all consequences arising from the Contractor's violation of regulations governing the Work of this Project, including payment of any fines, penalties and/or interest assessed in connection therewith, court costs and all attorney fees that are incurred by the Owner related thereto.

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§ 10.2.9 The Contractor acknowledges that the safety of the Owner's building occupants and visitors is of the utmost importance. The Contractor shall take no action which would jeopardize the safety of the Owner's building occupants or visitors. The Contractor shall take all necessary and appropriate steps to preclude access to the construction site by the Owner's building occupants and visitors. Contractor shall be responsible for all safety precautions and requirements related to or arising out of its Work. Any fines generated as a result of Contractor's non-compliance with a local, state, or federal safety regulation shall be the responsibility of Contractor. Any fine issued to the Owner as a result of Contractor's (including its Subcontractors, equipment lessors, suppliers, Sub-subcontractors, and any other person or entity directly or indirectly acting for the Contractor) non-compliance shall be the responsibility of the Contractor and not the Owner.

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§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance.

§ 11.1.5 Refer to AIA Document A101™–2017, Exhibit A, Insurance and Bonds.

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner does not insure any equipment, scaffolding, towers, staging, forms or tools owned or rented by the Contractor; or any tools owned by mechanics, outbuilding, shops, or housing facilities.

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§ 11.2.4 Refer to AIA Document A101™–2017, Exhibit A, Insurance and Bonds.

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The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of

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uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. When a change in the Work is contemplated which may affect the Contract sum or duration of the Work, the Architect/Engineer may issue a Proposal Request, AIA Form G709, the Contractor shall promptly, but in no case longer than ten (10) working days, issue a reply or change quotation, stipulating the change in cost and/or duration as a result of the proposed change. The issuance of a Proposal Request does not, in any way, authorize commencement of the Work therein described. Should, after review and consultation with the Owner, the Architect/Engineer finds the Change Quotation by the Contractor to be acceptable, the Architect/ Engineer will issue a written Change Order to the Contractor within 30 days of receipt of the Change Quotation.

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§ 13.1.1 Contractor and all Subcontractors are responsible to comply with Indiana Code as it pertains to public works projects. The following are notable requirements set forth in IC 5-16-13, in effect as of July 1, 2015, but are not inclusive of all requirements.

.1 Contractor shall self-perform Work of at least 15 percent of total Contract price.

.2 Contractor and all Subcontractors, regardless of tier, shall maintain General Liability Insurance of at least $1,000,000 per occurrence and $2,000,000 in aggregate.

.3 Contractor and all Subcontractors, regardless of tier, shall not pay cash to its employees for Work performed on this public works Project.

.4 Contractor and all Subcontractors, regardless of tier, shall comply with federal Fair Labor Standards Act of 1938.

.5 Contractor and all Subcontractors, regardless of tier, shall be in compliance with workers compensation requirements of Indiana Code 22-3-5-1 and Indiana Code 22-3-7-34 and commits worker's compensation fraud if such Contractor or Subcontractor falsely classifies an employee as an independent contractor, sole proprietor, owner, partner, officer, or member of a limited liability company.

.6 Contractor and all Subcontractor, regardless of tier, shall be in compliance with unemployment compensation system requirements of Indiana Code 22-4-1 through 22-4-39-5.

.7 Contractor and all Subcontractors, regardless of tier, shall be in compliance with requirements for drug testing of its employees set forth in Indiana Code 4-13-18-1 though 4-13-18-7.

§ 13.1.2 Following provisions shall be in effect for Contracts awarded after December 31, 2016.

.1 Contractor and all Subcontractors, regardless of tier, that are performing the constructing, altering, demolishing, or renovating of a public building or other structure must be qualified by the Indiana Department of Administration, and those contractors and subcontractors that are constructing, altering, or repairing highways, streets, or alleys must be qualified by INDOT.

.1 Suppliers of material are not required to be qualified by IDOA prior to doing work on public works projects. A "Supplier" is defined as "any person supplying materials, but no on site labor, to a Contractor or Subcontractor. IC 4-13.6-1-20.

.2 Contractors and Subcontractors, regardless of tier, performing work for local governmental entities awarded under Ind. Code36-1-12 and whose contracts are less than $300, 000 are not required to have been qualified by IDOA or INDOT.

.2 For public works by local governmental entities under Ind. Code 36-1-12, Contractor and its Subcontractors shall comply with requirements for drug testing of its employees set forth in Ind. Code 4-13-18 if estimated cost of public works Contract is at least $150,000.

.3 Contractor and all Subcontractors, regardless of tier, shall preserve its payroll and related records for three (3) years after completion of the project work and such records shall be open to inspection by the

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Indiana Department of Workforce Development.

.4 If Contractor or Subcontractor, regardless of tier, employs 10 or more employees, then such Contractor/Subcontractor shall provide access to a training program applicable to tasks to be performed in normal course of employee's employment. Contractor or Subcontractor may comply with this training requirement through one of following: (i) an apprenticeship program; (ii) a program offered by Ivy Tech Community College of Indiana or Vincennes University; (iii) a program established by or for Contractor Subcontractor; (iv) a program offered by an entity sponsored by U. S. Department of Labor, Bureau of Apprenticeship and Training; (v) a program that results in award of an industry recognized portable certification; (vi) a program approved by Federal Highway Administration; or (vII) a program approved by INDOT.

.5 If Contractor or first tier Subcontractor employs more than 50 journeymen, such Contractor/first tier Subcontractor shall participate in an apprenticeship or training program that meets standards established by or has been approved by any of following: U.S. Department of Labor, Bureau of Apprenticeship and Training; Indiana Department of Labor; Federal Highway Administration; or INDOT.

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§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after ~~occurrence of the event giving rise to such Claim or within 21 days after~~ the claimant first recognizes the condition giving rise to the Claim~~, whichever is later~~.

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§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to ~~mediation of any Claim~~binding dispute resolution through litigation. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may ~~demand mediation and~~initiate binding dispute resolution through litigation without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall not be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to.~~ Either party may seek binding dispute resolution.

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~ through litigation within the time allowed by the statute of limitations applicable to the Claim.

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent

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to ~~binding dispute resolution~~litigation.

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings~~Prior to engaging in litigation as binding dispute resolution, the parties shall endeavor to resolve their Claims informally, provided, however, that informal resolution of a Claim is not a condition precedent to binding dispute resolution through litigation.

§ 15.3.3 Either party may, within the time allowed by the statute of limitations applicable to the Claim, seek binding dispute resolution through litigation regardless of whether informal dispute resolution has occurred pursuant to Section 15.3.2.

§ 15.3.4

§ 15.4 Consolidation or Joinder

§ 15.4.1 Either party may consolidate a mediation conducted under this Agreement with any other mediation to which it is a party provided that (1) the mediation agreement governing the other mediation permits consolidation, (2) the mediations to be consolidated substantially involve common questions of law or fact, and (3) the mediations employ materially similar procedural rules and methods for selecting mediator(s).

§ 15.~~3~~4.~~3~~2 Either party may~~, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision~~ include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in mediation, provided that the party sought to be joined consents in writing to such joinder. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of any claim, dispute or other matter in question not described in the written consent.

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§ 15.~~3~~4.~~3~~ The ~~parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof~~Owner and Contractor grant to any person or entity made a party to a mediation conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

~~§ 15.4 Arbitration~~ARTICLE 16 MISCELLANEOUS PROVISIONS

§ ~~15.4~~ 16.1 If any part of the ~~parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~Contract Documents are later found to be contrary to, prohibited by or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of the Contract Documents shall not be invalidated and shall be given full force and effect insofar as possible.

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§ 16.2 Notwithstanding anything herein to the contrary, pursuant to Ind. Code 36-1-12-15 and Ind. Code 5-16-6-1, the Contractor agrees:

1. That in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor nor its Subcontractors, nor any person acting on behalf of the Contractor or its Subcontractors, shall, by reason of race, religion, color, sex, national origin, ancestry or disability, discriminate against any person who is qualified and available to perform the work to which the employment relates; and

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof~~2. that neither the Contractor nor its Subcontractors, nor any person acting on behalf of the Contractor or its Subcontractors, shall discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, religion, color, sex, national origin, ancestry or disability; and

3. that there may be deducted from the amount payable to the Contractor by the Owner, under this Contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and

4. that this Contract may be canceled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of this contract provision.

~~§ 15.4.4 Consolidation or Joinder~~

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~ **16.3** In accordance with Ind. Code § 36-1-12-20, IOSHA regulations 29 C.F.R. 1926, Subpart P, for trench safety systems shall be incorporated into this Agreement and the cost for any trench safety systems shall be paid for (1) as a separate pay item; or (2) in the pay item of the principal work with which the safety systems are associated.

§ ~~15~~ 16.~~4.4.2~~ ~~Subject~~ Contractor shall, to the ~~rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent~~extent applicable, comply with the Owner's criminal history background and child protection index check policy(ies) and comply with applicable laws regarding such criminal history background and child protection index check policies.

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§ 16.5 STEEL PRODUCTS

§ 16.5.1 In accordance with Indiana Code § 5-16-8, if any steel products are to be used or supplied in the performance of Contractor's Work, only steel products as defined in Section 16.5.2 shall be used or supplied in the performance of this Agreement or any of the subcontracts unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

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~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement~~ **16.5.2** As defined in Indiana Code § 5-16-8-1, "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly process, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

Variable Information

PAGE 1

Franklin Middle School Boiler Replacement

Franklin, IN

SAI Project #2022-024.MSB

Franklin Community School Corporation

998 Grizzly Cub Drive

Franklin, IN 46131

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 05:42:35 EDT on 06/30/2025 under Order No. 20240047854 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Becky Nelson
(Signed)

Board of School Trustees, President
(Title)

July 14, 2025
(Dated)

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800 Yard St., Suite 115

Columbus, OH 4312

Franklin Community School Corporation AIA - Scope of Work

06-03-2025 Rev B

FMX is pleased to propose the following scope of work (SOW) for the Asset Inventory and Assessment for the Franklin Community School Corporation

FMX Scope Items

FMX will send a team on-site to assess the following buildings outlined in Table 1 below.

School Name	Gross Area
Northwood	91,010
Creekside	90,155
Union	22,680
Custer Baker Intermediate	219,833
Franklin Community Middle	204,909
Franklin Community High School	407,688
Admin Building	5,980
Transportation Building	10,085
Maintenance Building	8,300
	1,060,640

Table 1: Buildings in AIA Scope

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The team will assess the MEP items outlined in Table 2

Scope Items	Photographs Taken	Condition Assessed	Replacement Cost Estimated	Replacement Date Estimated	QR Code Applied
HVAC					
Air Handling Units	Yes	Yes	Yes	Yes	Yes
Boilers	Yes	Yes	Yes	Yes	Yes
Chillers	Yes	Yes	Yes	Yes	Yes
Chilled and Hot Water Circulation Pumps (1HP+)	Yes	Yes	Yes	Yes	Yes
Cooling Towers	Yes	Yes	Yes	Yes	Yes
Energy Recovery Units	Yes	Yes	Yes	Yes	Yes
Make Up Air Units	Yes	Yes	Yes	Yes	Yes
Condensing Units	Yes	Yes	Yes	Yes	Yes
Packaged Units	Yes	Yes	Yes	Yes	Yes
Heat Pumps	Yes	Yes	Yes	Yes	Yes
Furnaces	Yes	Yes	Yes	Yes	Yes
Split Systems	Yes	Yes	Yes	Yes	Yes
Floor Unit Ventilators	Yes	Yes	Yes	Yes	Yes
VAV Boxes, Fan Coil Units- System Level	No	System level based on customer information	Yes	Yes	No

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Electrical					
Main Electrical Panel	Yes	Yes	No	No	Yes
Emergency Backup Generators	Yes	Yes	Yes	Yes	Yes
Plumbing					
Backflow preventers	Yes	No	No	No	Yes
Domestic Booster Pumps (1HP+)	Yes	Yes	Yes	Yes	Yes
Domestic Hot Water Heaters & Hot Water Storage Tanks (40 Gallons +)	Yes	Yes	Yes	Yes	Yes
Food Service Equipment					
Walk-ins (Refrigerator & Freezer)	Yes	Yes	Yes	Yes	Yes
Ovens	Yes	Yes	Yes	Yes	Yes
Proofers, Warmers	Yes	Yes	Yes	Yes	Yes
Dishwashers	Yes	Yes	Yes	Yes	Yes
Coolers	Yes	Yes	Yes	Yes	Yes
Reach-ins (Refrigerator & Freezer)	Yes	Yes	Yes	Yes	Yes
Mapping Only Items					

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Fire Extinguishers	Yes	No	No	No	Yes
AEDs	Yes	No	No	No	Yes

During the assessment, our team will inventory all fixed, visible, and accessible building equipment as outlined in Table 2. Relevant nameplate data will be entered into FMX, including Manufacturer, Model, Serial Number, Capacity Information, and Age, provided this information is readily accessible, legible, and safe to obtain. This process will focus on major mechanical, electrical, and plumbing (MEP) equipment as detailed in Table 2.

The team will also evaluate the condition of each item and assign an estimated replacement cost and replacement date. Additionally, asset photos will be captured, including the QR code tag, the asset itself, and its nameplate (if present). Each asset's location will be identified, and QR codes will be applied as specified in Table 2.

To ensure safety and efficiency, assets will not be powered off, unplugged, relocated, or opened to access manufacturer data plates. When such plates are inaccessible, the information will be recorded as "Unknown."

Interactive Mapping

The FMX team will set up interactive maps for the district using the FMX interactive mapping product as per the scope outlined in Table 2.

With Interactive Mapping, organizations can record the physical location of their assets, spaces, and even users to create a visual paradigm of their organization. Interactive Mapping gives employees an easy-to-update and interactive guide of where assets, work, and events are located across an organization which is critical to deploy the right people, at the right time, to the right locations.

Floorplans are provided by the customer and must be received at least 14 days prior to the on-site work beginning.

***Note that interactive mapping has an annual fee component that is included in a contract separate from this AIA scope of services.*

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Capital Planning Dashboard

The FMX team will also utilize the replacement costs and replacement dates to create a Capital Planning dashboard for Franklin Community School Corporation.

Develop a long-term capital plan by projecting asset replacement costs and aligning them with future budget allocations.

FMX's Capital Planner empowers organizations to optimize their budget allocation. This optimization enables them to prioritize strategic enhancement and improvement investments. The tool provides clear visibility into future asset replacement costs and upcoming project costs against projected budgets, ensuring financial readiness and long-term sustainability.

- Improve financial planning by providing a clear overview of future capital expenditures.
- Support long-term strategic goals by aligning capital investments with organizational and community priorities.
- Enhance data-driven capital investment decision making, ensuring resources are allocated effectively.
- Improve community and organization conditions by promptly addressing issues.
- Mitigate unexpected asset failure risk by identifying potential replacement costs and planning accordingly.

***Note that Capital Planning dashboards have an annual fee component that is included in a contract separate from this AIA scope of services*

Fees - Based On Progress

The fee to perform the work outlined above is: $95,457
Billing will be based off of project completion weighted by the tasks as outlined below.

- 5% - Mobilization, site setup, travel booking
- 60% - Based on Onsite Completion
- 17.5% - On Completion of Interactive Mapping Buildout
- 7.5% - On Completion of Lifecycle Analysis and Data Entry
- 10% - Project Close / Handoff

Name (Printed): Dr. David Clendenin

Signature: _____

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Change Order

PROJECT: *(Name and address)*
Creekside Elementary School and Webb Elementary School
700 E STATE ROAD 44 FRANKLIN, INDIANA and 1400 WEBB COURT FRANKLIN, INDIANA

CONTRACT INFORMATION:
Contract For:

Date: 03-20-2025

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: 07-03-2025

OWNER: *(Name and address)*
Franklin Community School Corporation

998 Grizzly Cub Drive
Franklin, IN 46131

ARCHITECT: *(Name and address)*
Specialty Engineering Group, LLC

2747 Waterfront Parkway East Drive
Suite 185
Indianapolis, IN 46214

CONTRACTOR: *(Name and address)*
Baumgartner & Company Asphalt Services
15215 N. River Road
Noblesville, IN 46062

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Cash Allowance: None
Changes to the Work: Added Striping to various areas; $750.00
Total Add to Contract Amount: $750.00

The original Contract Sum was	$	100,287.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	100,287.00
The Contract Sum will be increased by this Change Order in the amount of	$	750.00
The new Contract Sum including this Change Order will be	$	101,037.00

The Contract Time will be unchanged by ( ) days.
The new date of Substantial Completion will be

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

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

ARCHITECT *(Signature)* STR-SEG	CONTRACTOR *(Signature)*	OWNER *(Signature)*
BY: Ty Nicholson, Project Manager	BY: Chad Robison, Pre-Construction Manager	BY: Becky Nelson, Board of Trustees President
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
7/3/2025	7/7/2025	
Date	*Date*	*Date*

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PEPSI BEVERAGES COMPANY

BEVERAGE SALES AND SPONSORSHIP AGREEMENT

This sets forth the agreement ("***Agreement***") between PepsiCo Beverage Sales, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 1104 S Post Road, Indianapolis, IN. 46239 ("***Pepsi***") and Franklin Community School Corporation, with its principal place of business at 988 Grizzly Cub Dr. Franklin, IN. 46131 on its own behalf, on behalf of its affiliates and wholly-owned subsidiaries, and on behalf of its individual franchisees and licensees, if any ("***Customer***"). The support described below is in lieu of any other discounts, allowances or rebates to which Customer might otherwise be entitled from time to time. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

Definitions

As used in this Agreement, the following capitalized terms have the respective meanings assigned thereto below.

"***Beverage***" or "***Beverages***" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed during the Term of the Agreement.

"***Cases***" means cases of Packaged Products (as defined herein) purchased by Customer from Pepsi during the Term, initially delivered in quantities of 24 plastic bottles, aluminum cans, glass bottles (or equalized 24 pack cases, *e.g.*, two 12-pack cases), eight 2-liter plastic bottles, or such other size, quantity and type of containers as Pepsi may make available from time to time during the Term.

"***Competitive Products***" means any and all Beverages other than the Products.

"***Customer Marks***" means (i) the Designations (as defined below) and (ii) Customer Marks including, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to Customer, the Facilities and, the Team(s), at the beginning of the Term or which will be created during the Term, if any.

"***Designations***" includes, but are not limited to, the following: "Official Water and Soft Drink of Franklin Community School" and "Official Sponsor of Franklin Community School."

"***Equipment***" means equipment loaned by Pepsi to Customer to dispense, store or cool Products (as defined below), as more fully described in Section 5 herein.

"***Facilities***" means the entire premises of every facility owned, leased, occupied or operated by Customer or its Food Service Provider throughout the Term, including all buildings, the grounds, parking lots, dining facilities, snack bars, food carts, bookstores, athletic facilities, retail locations, unattended retail locations, micro marts, concession stands, unbranded and branded food service outlets and vending areas. "***Facilities***" shall also be deemed to include convenience

store operations and restaurants in place at the beginning of the Term or initiated during the Term in space leased to third-party commercial tenants within Customer-owned buildings.

"***Food Service Provider***" means any other third party which sells or serves Beverages at the Facilities during the Term.

"***Gallons***" means gallons of the Postmix Products purchased by Customer from Pepsi during the Term.

"***Packaged Products***" means Beverages that are sold or distributed by Pepsi in pre-packaged form (*e.g.*, bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit A which may be amended by Pepsi from time to time.

"***Postmix Products***" means Beverages sold and/or distributed by Pepsi and used to create and prepare fountain beverages, frozen carbonated or non-carbonated beverages. A current list of Pepsi's Postmix Products is listed in attached Exhibit A which may be amended by Pepsi from time to time.

"***Products***" means Postmix Products, and Packaged Products.

"***Teams***" means any and all sports teams that use the Facilities as their home stadium or field.

"***Units***" means the total combined Gallons and Cases during any applicable time period. For the purposes of measuring total Units only, 1 Case of Packaged Products equals 1 Gallon of Postmix Product.

"***Year***" means each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. Term

The term of this Agreement is the five (5) year period commencing on August 1, 2025 and expiring on July 31, 2030 (the "***Term***").

2. Performance

This Agreement, including all of Pepsi's support to Customer as described below, is contingent upon Customer's compliance with all of the following performance criteria throughout the Term:

(A) **Exclusivity.** Pepsi will be the exclusive Beverage supplier to, and Beverage sponsor of, Customer and the Facilities, including any applicable Teams. Customer will take all necessary steps to ensure that the Products are the exclusive Beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Facilities and applicable Teams by any method or through any medium whatsoever (including without limitation digital, print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. Customer will not serve,

dispense, or otherwise make available or permit the availability of, or in any way advertise, display, represent or promote, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of Competitive Products.

(A) **Purchase and Resale of Products.** Customer agrees to continuously purchase and require its Food Service Providers and purchasing representatives to purchase, Products exclusively and directly from Pepsi. Throughout the Term, Customer will continuously serve, dispense, sell and/or otherwise make Products available to its customers throughout the Facilities. Customer agrees to pay all accounts owing to Pepsi in accordance with payment terms as established by Pepsi.

(B) **Fountain Products.** Customer agrees to use the Postmix Products for use in preparing the
fountain beverage products (the "***Fountain Products***"): (i) in accordance with the standards established by Pepsi and (ii) only for immediate or imminent consumption; Customer agrees not to resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

(C) **Ancillary Product.** Customer agrees to purchase and require its food Service Providers and purchasing representatives to purchase all their respective requirements for carbon dioxide and branded disposable cups ("***Ancillary Products***") exclusively from Pepsi.

(D) **Sponsorship and Promotional Rights.** Pepsi shall have the right to advertise its Products on signage at the Facilities and in print advertising as more fully set forth on Exhibit B attached hereto. In addition, Customer hereby grants Pepsi the right to promote the fact that Pepsi is the official and exclusive Beverage sponsor of Customer, the Facilities, including the right of Pepsi to use and promote Customer Marks. Such promotion may be conducted through the distribution channels of digital, television, radio, and print media; on the packaging of (including cups and vessels); and at the point-of-sale of any and all Products wherever they may be sold or served. In connection therewith, Customer hereby grants to Pepsi a nonexclusive license to use the name of the Facilities and applicable Teams and Customer Marks for the limited purposes of promoting Products within the context of promotional activities and activation of sponsorship benefits as set forth herein. Customer represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to Customer Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of Customer Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi and Customer agree that advertising and promotional copy produced by each of them relating to the sponsorship rights granted herein will be subject to the prior written approval of the other party as not to be unreasonably withheld.

(E) **Brand Identification.** Customer must display appropriate brand identification for each Product served on all menus (including catering and digital), menuboards and postmix dispensing valves at each of the Facilities throughout the Term.

(F) **Product Mix; Minimum SKU/Brand Requirement.** Throughout the Term, Customer

agrees to offer a reasonable mix of Pepsi's Products and package sizes for sale and distribution throughout the Facilities including, carbonated soft drinks, water, isotonics, coffees and teas, juices, energy drinks and other beverages available from Pepsi. If Customer limits the portfolio of Products and/or package sizes offered at the Facilities at any time during the Term, Customer acknowledges that Pepsi will have the right to adjust the funding offered hereunder to Customer on an equitable basis commensurate with any negative impact such portfolio change may have on projected sales under the Agreement.

(G) **Restrictions for Products.** The parties recognize and agree that there are certain additional territorial restrictions that pertain to the purchase and resale of the Products. To the extent any prospective Facilities are located outside the territories serviced by Pepsi, then Pepsi may, upon request by Customer, use commercially reasonable efforts to facilitate an agreement between the Pepsi-Cola bottler servicing the applicable territory and Customer with terms substantially similar to the terms of this Agreement. Furthermore, Customer agrees not to distribute or resell the Products, directly or indirectly, outside the territories serviced by Pepsi and shall cause its purchasing representative to abide by such territorial restrictions.

(H) **Food Service Providers.** The terms and conditions of this Agreement, including the pricing, funding and other consideration provided for herein is based on Customer's current operating model/use of third-party Food Service Provider at commencement date of this Agreement. If either: (i) Customer switches Food Service Providers during the Term or (ii) Customer is self-operated and converts to a Food Service Provider model during the Term, then Customer must require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, including in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi's affiliates. In the event that Customer fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then Pepsi shall be entitled to adjust its pricing, funding or other consideration offered to Customer herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.

(I) **Best Taste Limit and Product Handling.** Customer understands that the Products provided hereunder are provided with a best taste limit ("***BTL***") date printed on the packaging. Neither Pepsi nor the bottlers replace Products that are past the BTL date. Customer agrees that no Product shall be sold past the BTL date, and that it shall abide by policies on product handling and quality control periodically published by the manufacturer.

3. Monetary Funding

Provided Customer is not in breach of its performance obligations under this Agreement, Pepsi agrees to provide Customer with the funding described below.

(A) **Initial Support Funds.** Pepsi agrees to provide Customer with initial support funds in the amount of Ten Thousand US Dollars ($10,000), payable to Customer within ninety (90) days after the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties (the "***Initial Support Funds***"). The Initial Support Funds are earned by Customer over the Term. In the event of early termination for any reason other than an uncured material breach by Pepsi pursuant to Section 7(A) herein, the unearned Initial Support Funds will be repaid to Pepsi

pursuant to the terms of Section 7(C)(i) herein.

(J) **Annual Support Funds.** In each of Years two through five, Pepsi agrees to provide Customer with annual support funds in the amount of Ten Thousand US Dollars ($10,000) not to exceed four (4) consecutive payments (the "***Annual Support Funds***"). The Annual Support Funds will be paid to Customer within sixty (60) days after the commencement of each applicable Year, except that in the event Annual Support Funds are payable for Year One, such payment will be made within ninety (90) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties. Customer acknowledges and agrees that, beginning in Year 2, each Annual Support Fund, payable to Customer herein, will be adjusted based on the number of Units purchased from Pepsi and sold throughout the Facilities pursuant to this Agreement during the previous Year, as compared to an annual Units threshold of 2,627 ("***Annual Units Threshold***"). Therefore, if during any Year the number of Units purchased from Pepsi falls below the Annual Units Threshold, then the Annual Support Funds payable for the next Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Year. *For example, if the total Annual Support Fund is equal $1,000 and the Annual Units Threshold is 500 Units, and during Year 1 the actual Units sold is 250 Units, then the total Annual Support Funds for Year 2 will be $500 (reduced by 50%).*

(K) **Rebates.** Each Year throughout the Term, Pepsi agrees to calculate the total number of eligible Cases and Gallons purchased by each of the applicable Facilities from Pepsi pursuant to this Agreement and will provide Customer with rebates calculated based on applicable rates set forth below (the "***Rebates***"). The Rebates, as applicable, will be paid by Pepsi within sixty (60) days after the end of each Year. The parties agree that Pepsi will not accrue or pay any Rebates for sales to Facilities that are in breach of the Performance Requirements listed in Section 2 above.

Rebates Rates	Eligible Products*
$2.00/Case*	On all Cases of Packaged Products
*The following Products are excluded from Rebates: chilled Beverages.	

(L) **Commissions.** Pepsi agrees to provide Customer with commissions, as a percentage of the actual cash ("***cash in bag***" or "***CIB***") collected by Pepsi from the Vending Machines placed at the Facilities, less any applicable government-imposed taxes/fees and deposits, as applicable ("***Commissions***"). Such Commissions shall be at the rate(s) set forth below (the "***Commission Rate***") and shall be calculated as follows:

(CIB – applicable taxes/fees/deposits) * Commission Rate = Commission due

Product	*Initial Vend Price*	*Commission Rate**
20oz Aquafina	$2.50	15%
20oz Gatorade	$3.00	15%
20oz Propel	$3.25	15%
10oz Tropicana	$2.50	15%
20oz Corp CSD	$2.50	15%

16oz Mountain Dew Kickstart	$2.50	15%
*Commission Rates and Vend Prices for new Product will be mutually agreed upon by Pepsi and Customer		

(1) Commissions Payment. Pepsi agrees to pay Commissions to Customer within thirty (30) days of the end of each quarter during the Term. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The current threshold amounts are $50 per four-week period or $75 per quarter. The threshold may be revised by Pepsi from time to time.

(2) Change to Commission Rate/Formula. Customer agrees that Pepsi shall have the right to change the Commission Rate and/or its formula/method for calculating Commissions as may be required by applicable laws or as reasonably necessary to respond to legislative acts in order that the Commission Rate remains cost neutral.

(3) Vend Price. The initial vend prices for Customer to qualify for any Commissions are set forth in the Commission chart above. Pepsi shall have the right to increase vend prices by $0.25 in each of Years two and four. Customer acknowledges that Pepsi has the right to pass through any incremental fees, deposits, taxes, or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes, or charges on the Products will be in addition to any scheduled Vend Prices increases set forth herein or notification restrictions that may be specified in this Agreement.

4. Non-Monetary Consideration

(A) **Marketing Support.** Each Year during the Term, Pepsi agrees to provide Customer with marketing support, valued at up to Three Hundred and Fifty US Dollars ($350) ("***Marketing Support***"). The Marketing Support will be used and spent by Pepsi to pay for point-of-sale materials and promotional programs in support of the sale of the Products at the Facilities, as mutually agreed to by the parties. Customer acknowledges and agrees that unused Marketing Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

(M) **Gatorade Sideline Kit(s).** Each Year throughout the Term, Pepsi agrees to provide Gatorade Sideline Kit(s) to Customer, with a value set forth in the chart below. Customer acknowledges and agrees that any unused portion of the value of the Gatorade Sideline Kit(s) in any Year shall not be carried over to the subsequent Year or be redeemed for cash.

Year	Gatorade Sideline Kits Value

1	$600
2	$650
3	$700
4	$750
5	$800

(C) **Product Free of Charge.** Upon request from Customer, Pepsi agrees to provide up to a total of 200 Cases of a combination of 12oz cans of carbonated soft drinks and 16.9oz Aquafina per Year at no additional charge to Customer, provided, however, that Customer will administer all requests through a central contact so that Customer may prioritize the requests. Pepsi reserves the right to modify or substitute other package sizes as may be applicable. Customer acknowledges and agrees that unrequested Product in any Year shall not be carried over to the subsequent Year or be redeemable for cash payment.

5. Equipment and Service

(A) **Equipment.** Pepsi will loan to Customer, at no charge, appropriate Equipment for dispensing the Products at the Facilities (except where local law, rule or regulation prohibits uncompensated placement of Equipment by soft drink vendors, in which case Pepsi will charge the minimum legal rental fee pursuant to a separate agreement with Customer). Where permitted by applicable local law, rule or regulation, the Equipment will be exclusively used to display and merchandise the Products as reasonably determined by Pepsi, and Customer will not use the Equipment to display, stock, advertise, sell, or maintain any other products (including on the exterior of the Equipment). Title to such Equipment will remain vested in Pepsi or its affiliate and Customer will return all Equipment to Pepsi upon expiration or earlier termination of this Agreement. At Pepsi's request, Customer will provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type, and location of the Equipment loaned to Customer pursuant to this Agreement. To the extent that future technology enhancements, equipment platforms or products to support these platforms are substantially different in scope or composition compared to existing equipment components and products, Pepsi and Customer will work in good faith to negotiate the economic terms for implementation of the new technology equipment.

(N) **Vending Machines.** With respect to the vending machine Equipment placed at the Facilities (the "***Vending Machines***"), Pepsi will have the additional responsibility for (i) stocking the Vending Machines with the Products and (ii) collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for collected monies. Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities.

(O) **Service.** Pepsi will provide, at no charge to Customer, preventative maintenance, and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each Customer request and will use reasonable efforts to remedy the related Equipment problem as soon as possible. Notwithstanding the foregoing, Customer acknowledges that delays in service may be caused by factors well outside of Pepsi's control, and therefore Pepsi's service record will be measured in the aggregate such that an isolated failure is not a material breach of the Agreement.

6. Pricing

Customer will purchase and will require that its Food Service Providers and any other third parties or purchasing representative for the Facilities to purchase, Products and Ancillary Products directly and exclusively from Pepsi pursuant to the pricing and terms and conditions set forth herein. The initial pricing schedule for Products is set forth on attached Exhibit A, which may be changed by Pepsi from time to time during the Term. Pepsi will be entitled to pass-through any incremental fees, deposits, taxes, or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes, or charges on the Products will not be subject to any pricing cap or notification restrictions that may be specified in this Agreement.

7. General Terms

(A) **Termination for Default.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason Customer closes one or more Facilities or if one or more Facility breaches the Agreement, then Pepsi shall have the option, in lieu of termination of the entire Agreement, to (i) adjust funding in Section 3 commensurate with the projected decline in volume; (ii) terminate the Agreement only as it pertains to the sold, closed or breaching Facilities; and (iii) obtain an equitable reimbursement for the portions of funding and other costs attributable to such sold, closed or breaching Facilities. Notwithstanding the foregoing, this paragraph will not apply to seasonal Facility closures with Pepsi prior written approval, such approval not to be unreasonably withheld.

(B) **Additional Termination Rights Available to Pepsi.** Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi upon thirty (30) days' advance written notice to Customer if (i) any of the Products are not made available at the Facilities as required in this Agreement, (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term; or (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (*e.g.*, beverage tax or package size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of Customer. Before Pepsi exercises its right to terminate as described in this Section, Pepsi agrees to engage in good faith renegotiations with Customer to adjust the funding offered to Customer herein on

an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.

(P) **Remedies.** If the Term of this Agreement is terminated early for any reason other than an uncured material breach by Pepsi pursuant to subsection (A) above, Customer and its Facilities will surrender to Pepsi all Equipment provided by Pepsi and will forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi will have the right to immediately seek reimbursement from Customer and the Facilities for the following:

i. An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, if any, the amount of such reimbursement will be the result of multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of the total number of months in the Term (e.g., 5 year term is 60 months) or, as applicable, the number of months expected to comprise the Term based on volume trends as of the time of termination and the Volume Threshold (if applicable). With regard to the Annual Support Funds and, if applicable, any other annual funds, the amount of such reimbursement will be the result of multiplying, the total amount of such funds paid to Customer in the Year in which the Agreement is terminated by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12 (twelve); and

ii. An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Facilities, as applicable; and

iii. An amount as liquidated damages, for lost sales suffered by Pepsi as a result of such termination, equal to the sum of: (a) the product of $7 multiplied by the projected number of Gallons of Postmix Products that Customer would have been expected to purchase during the remainder of the Term based on the Volume Threshold and Customer's average annualized purchase rate and (b) the product of $10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on the Volume Threshold and Customer's average annualized purchase rate.

(Q) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer will surrender to Pepsi all Equipment installed in the Facilities.

(R) **Indemnification.** Pepsi will indemnify and hold Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi under

this Agreement, (except to the extent such claims arise out of Customer's negligence or willful misconduct). To the extent permitted by applicable law, Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of Customer (except to the extent such claims arise out of Pepsi's negligence or willful misconduct). The provisions of this Section shall survive the termination of this Agreement.

(S) **Insurance.** Each party will maintain throughout the term of this agreement the following insurance with a minimum AM Best Rating of A-VII or higher:

1. Workers Compensation, including Employer's Liability with limits as required by law; and
2. Commercial General Liability with limits of $1,000,000 per occurrence and $2,000,000 general aggregate; and
3. Business Automobile Liability with limits as required by law; and
4. Excess (Umbrella) Liability with coverage on a follow form basis with limits of $2,000,000 per occurrence.

Each party's purchase of insurance shall not in any way limit their liability under this agreement.

Upon request, each party shall provide the other party with certificates of insurance evidencing the required insurance and (1) including the other party, its subsidiaries, affiliates, directors, officers, employees, partners and agents as additional insured; (2) providing 30 days' notice of cancellation or non-renewal of any coverage that is not replaced; and (3) including a waiver of subrogation in favor of the other party where allowed by law.

(T) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Food Service Providers for Products ordered from and delivered by Pepsi, or with regard to overdue balances owed by Customer's student service provider for vended Product purchased with student meal cards, and any and all balances due and payable to Pepsi pursuant to this Agreement or any separate services agreement between Customer and Pepsi and/or its subsidiaries and affiliates.

(U) **Non-Disclosure.** Except as may otherwise be required by law or legal process or as reasonably necessary for either party to enforce its rights hereunder, neither party will disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(V) **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or otherwise transferred by either party (whether by operation of law or otherwise) without the prior written consent of the other party, *provided*, *however*, that Pepsi may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of Customer hereto if such affiliate is (x) capable of fully performing all obligations of the assignor hereunder and (y) agrees, in writing to perform all of the obligations and assume all liabilities of the assignor hereunder. In the event that a third party acquires Customer or

substantially all Facilities or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party or merged entity within ten (10) days following the closing of the transaction, Customer will be in breach of this Agreement and Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in Section 7(C) herein.

(W) **Governing Law.** The laws of the state of New York govern all matters arising out of this Agreement.

(X) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If Customer makes a price discrepancy claim within 90 days of the invoice date, Customer must submit a written request specifying the particular Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102

If Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(Y) **Tax.** Neither Pepsi nor its affiliates will be responsible for any taxes payable, fees or other tax liability incurred by Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. If Pepsi is charged common area maintenance fees, taxes or other charges related to Pepsi's occupation of the space allocated to its Equipment at the Facilities, Pepsi may make an adjustment to the consideration provided Section 4 above to offset for such costs.

(Z) **Force Majeure.** No party will be responsible to the other for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impracticable resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of the parties unless such contingency is specifically excluded in another part of this Agreement ("***Force Majeure Event***"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's

ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Customer's performance is temporarily suspended pursuant to a Force Majeure Event, Pepsi's funding obligations will be suspended for the duration of Customer's nonperformance. Once Customer resumes performance or in the event Customer is able to perform some, but not all of its obligations herein, any fixed, advanced, or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

(AA) **Waiver.** No failure or delay of either party to exercise any rights or remedies under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies. Any waiver must be in writing and signed by the party waiving the rights.

(BB) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement creates a joint venture partnership between the parties.

(CC) **Construction.** Customer and Pepsi acknowledge that both parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted.

(DD) **Notices.** Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows: If to Customer, to the name and address set forth in the preamble herein. If to Pepsi, to the name and address set forth in the preamble herein, with a copy thereof to: Pepsi Beverages Company, 700 Anderson Hill Road, Purchase NY 10577, Attention: PBNA Division General Counsel or to such addresses as the parties may subsequently provide in writing. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

(EE) **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until ninety (90) days prior to the expiration of the Term, Customer hereby agrees to grant Pepsi exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for Beverage pouring rights at the Facilities upon expiration of the current Term. If the parties have not entered into a new agreement by the ninetieth day prior to expiration of the Term, Customer will be free to enter into discussions/negotiations with third parties except that Customer hereby grants Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage pouring rights/sales at the Facilities. Customer will provide Pepsi with details of any such bona fide offers, and Pepsi will have a fifteen (15) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names will be considered for the purposes of determining a match. In the event that Pepsi declines to match such offer or fails to respond within the fifteen (15) day period, then Customer will be free to enter into an agreement

with any third party based on terms and conditions equal or favorable to those presented to Pepsi in connection with the notice specified herein.

(FF) **Distribution Limitations.** Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Facility operates and (ii) purchases Products outside Pepsi's exclusive territory where the Facility operates and resells such Products within Pepsi's exclusive territory.

(GG) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(HH) **Representations.** Each of the undersigned parties, represent and warrant to the other that (1) the execution, delivery and performance of this Agreement will not violate any agreements with, or rights of, third parties or any statute, rule or regulation applicable to the party or any of its properties, assets or operations (including without limitation any financial reporting and disclosure requirements promulgated by the Securities and Exchange Commission), (2) it is duly authorized and empowered to bind itself to the terms and conditions of this Agreement for the duration of the Term and (3) it possesses legal authority to enter into and perform the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

PEPSICO BEVERAGE SALES, LLC.		**Franklin Community School Corporation**	
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

PEPSI BEVERAGES COMPANY

Exhibit A

Product and Prices

	Bottle & Can	Package	Unit Price	Invoice	Rebate per case
	12oz Cans	24	$0.49	$11.66	
	12oz PET bottles	24	$0.72	$17.37	
	20oz Carbonated Soft Drinks	24	$1.15	$27.59	$2.00
	2-Liter Carnonated Soft Drinks	8	$2.34	$18.74	
Water & Hydration	12oz Gatorade	24	$0.78	$18.76	
	1-Liter LifeWTR	12	$2.28	$27.39	
	700 MIL LifeWTR	12	$1.54	$18.43	
	12oz Aquafina	24	$0.45	$10.82	
	20oz Life WTR	24	$1.27	$30.37	
	20oz Aquafina	24	$0.63	$15.18	$2.00
	20oz Aquafina Splash	24	$0.77	$18.49	
	20oz SoBe Life Water	12	$1.73	$20.72	
	20oz Propel Fit Water	12	$1.58	$18.97	
	20oz Gatorade & G2	24	$1.05	$25.20	$2.00
	20oz Schweppes Seltzer	24	$1.15	$27.59	$2.00
	28oz Gatorade	15	$1.89	$28.39	
Tea & Juice	11oz Tropicana Pure Premimum	12	$1.53	$18.32	
	12oz Dole Juice	12	$1.53	$18.32	
	15.2oz Ocean Spray	12	$1.85	$22.14	
	18.5oz Lipton	12	$1.79	$21.51	
	20oz Lipton	24	$1.15	$27.59	$2.00
Other	2.1oz Gatorade Bars	12	$2.72	$32.69	
	14oz Muscle Milk	12	$3.24	$38.89	
	13.7oz Starbucks Frappuccino	12	$2.73	$32.78	
	12oz Mt Dew Kickstart	12	$1.45	$17.42	
	12oz Celsius Energy	12	$2.29	$27.46	
	15.2oz Naked Juice	8	$3.11	$24.91	
	16oz Rockstar Energy	12	$1.99	$23.93	

PEPSI BEVERAGES COMPANY

Exhibit B
Sponsorship Activation

1. **Signage Rights**.

[describe location and size of signage rights]

Pepsi will provide the artwork relating to Pepsi brands and logos at such will appear on the signage. Customer will be responsible for constructing, installing, and maintaining signage during the Term. Pepsi shall have the right to modify, change, alter or remove its branding and promotional messages appearing on the signage and any such changes or removal requested by Pepsi will be at Pepsi's sole cost and expense.

2. **Print Advertising Rights**.

[describe rights to print advertising]

3. **Hospitality Rights**.

[describe rights to tickets and hospitality benefits]

4. **Sampling**.

Customer agrees to permit Pepsi to conduct limited sampling of Pepsi's Products (including innovative Products) at the Facilities in a form and manner as specifically authorized and approved by Customer in accordance with rules and procedures established by Customer.

Proposal Highlights

Annual Sponsorship **Marketing** **Gatorade Funding** **Powerade Sideline Kit Support**	**$10,000** **$350** **$600-800 (See note 2 below)**	**$9,000** **$1,000 (See note 1 at bottom)**	**Proposal was not received by the June 30th deadline**
Annual Donation of Product	**200 cases**	**200 cases**	
Vending Commission	**15%**	**100% (See note 3 below)**	
Soft Drinks per case	**$25.59**	**$30.85**	
Water per case	**$13.18**	**$20.64**	

Sports Drinks per case	**$23.20**	**$30.45**	
Annual Increase-Product Cost	**3%**	**2-3%**	
Card Readers on Vending Machine	**All**	**At FCS Cost**	
Minimum Required Sales	**2,627 cases Annually over 5 year contract**	**11,950 Cases Over 5 year contract**	

Note1 : Powerade sideline allowance is for all the water coolers, bottles, towels, etc. for athletics

Note 2: That would be used to buy Gatorade Sideline kits for the High School and middle school items like Gatorade powder, Gatorade bars and shakes plus other items.

Note 3: Coke is attempting to get out of the vending business. They will provide machines for FCS, but FCS would have to order and stock the machines. FCS would also have to purchase the card readers if needed.

Personnel Report 7/14/2025

Changes since 6/9/2025

NAME	BUILDING/POSITION	EFF. DATE	SALARY
	Explanation		
CERTIFIED PERSONNEL			
New Hires			
Alexis Ferguson	FCMS- Special Education Teacher	8/4/2025	$50,000.00
	Replacing Travis Mills resignation		
Jason Gallman	FCHS- English Teacher	8/4/2025	$58,000.00
	Replacinig Julie Armstrong resignation		
Ashlee Goodpaster	CBIS- 5th Grade ELA Teacher	8/4/2025	$50,250.00
	Replacing Susann Zarrinnegar resignation		
Michael Hart	FCHS- Adjunct Teacher (Physical Education)	8/4/2025	
	Annual renewal of adjunct contract		
Grace Irmer	CBIS- Special Education Teacher	8/4/2025	$50,000.00
	Replacing Katherine Mathena resignation		
Geoffrey Korf	CBIS- Special Education Teacher	8/4/2025	$52,000.00
	Replacing Samuel Houston resignation		
Savanna Maxwell	Creekside- Kindergarten Teacher	8/4/2025	$54,000.00
	Replacing Courtney DeKoker resignation		
Brooke Tow	Northwood- Summer School Substitute Teacher	6/12/2025	$45.52/hour
	New position		
Staff Changes			
Patrick Tisdale	To: Creekside- Adjunct Teacher (Art)	8/4/2025	
	From: Creekside- Art Teacher (Certified)		
Resignation/Termination			
Shawnee Harrigan	FCMS- Science Teacher	6/25/2025	
	Resignation		
Retirement			
Tina Jobe	Administration- Chief Financial Officer	5/31/2026	7 years of service at FCS
	Retirement		
Leave of Absence			
none			
CLASSIFIED PERSONNEL			
New Hires			
Luke Foraker	District-wide - Summer IT	6/30/2025	$15.00/hour
	New position		
Justine Gault	FCMS - 2nd Shift Custodian	6/17/2025	$17.00/hour
	Replacing Eugene Beller		
Teresa Nielson	FCHS - Extended School Year	5/27/2025	$16.54/hour
	New position		
Staff Changes			
Maria Church	To: District-wide - Systems Support Specialist	7/1/2025	$62,675.76/year
	To: District-wide - Systems Support Specialist		
	Restructured position		
Ethan Demaree	To: Webb - STEM Assistant	8/4/2025	$20.13/hour
	From: Webb - Special Education Assistant		
	Replacing Ashley Wilde position change		

Personnel Report 7/14/2025

Changes since 6/9/2025

NAME	BUILDING/POSITION	EFF. DATE	SALARY
Charissa Garrigus	To: FCHS - Accompanist (Full time)	8/6/2025	$18.80/hour
	From: FCHS - Accompanist (Part time)		
	Schedule change		
Brandi Harmon	To: Transportation - Sub Bus Driver	7/30/2025	$112.50/day
	From: Transportation - Contracted Bus Driver		
	New position		
Douglas Kirby	To: District-wide - Technology Integration Specialist (215 days)	7/1/2025	$67,492.80/year
	From: District-wide - Technology Integration Specialist (260 days)		
	Schedule change		
Debra Payne	To: Transportation - Bus Aide	6/11/2025	$17.22/hour
	From: Transportation - Bona Fide Bus Aide		
	Restructured position		
Resignation/Termination			
Clair Beller	Union - Food Services	6/16/2025	
	Resignation		
Joetta Camden	Transportation - Contracted Bus Driver	7/7/2025	
	Resignation		
Karen Jones	Northwood - Intervention Assistant	5/23/2025	
	Resignation		
Cynthia Martin	FCHS - Athletic Secretary	6/12/2025	
	Resignation		
Leah Schoolcraft	FCMS - Cafeteria Manager	6/24/2025	
	Resignation		
Retirement			
none			
Leave of Absence			
Derrick Hartman	District-wide - School Resource Officer	6/11/2025 - 8/6/2025	
	FML		
ECA			
New Hires			
Jonathan Black	FCHS- International Club	8/6/2025	ECA Stipend
	Replacing Katie Suttles position change		
Brooke Jernigen	FCHS- FCCLA	8/6/2025	ECA Stipend
	Replacing Wilda Brown resignation		
Raymond Lane	FCHS- Event Manager (fall)	8/6/2025	ECA Stipend
	Replacing Kathleen Sarles resignation		
Jennifer Lulfs	Northwood- PLC Leader	8/6/2025	ECA Stipend
	Replacing Sarah Runion position change		
Melisa McCain	FCHS- Key Club	8/6/2025	ECA Stipend
	Replacing Sean Butler resignation		
Melisa McCain	FCHS- Student Council	8/6/2025	ECA Stipend
	Replacing Sarah Brown resignation		
Tisha O'Neill	Northwood- PLC Leader	8/6/2025	ECA Stipend
	Replacing Patricia Foreman retirement		

Personnel Report 7/14/2025

Changes since 6/9/2025

NAME	BUILDING/POSITION	EFF. DATE	SALARY
Staff Changes			
Kayla Craft	To: FCHS- Softball Coach	8/4/2025	
	From: FCHS- Softball Assistant Coach		
	Replacing Kenneth Sears position change		
Kenneth Sears	To: FCHS- Softball Assistant Coach	8/4/2025	
	From: FCHS- Softball Coach		
	Replacing Kayla Craft position change		
Resignation/Termination			
Diana Brown	Northwood- Club Sponsor	5/23/2025	
	Resignation		
Patricia Foreman	Northwood- PLC Leader	5/23/2025	
	Retirement		
Shawnee Harrigan	FCMS- Team Lead	5/23/2025	
	Resignation		
Shawnee Harrigan	FCMS- Drama Team	5/23/2025	
	Resignation		
Shawnee Harrigan	FCMS- Yearbook	5/23/2025	
	Resignation		
Ashley Hunter	Northwood- Club Sponsor	5/23/2025	
	Resignation		
Dawn Ohns	Northwood- Club Sponsor	5/23/2025	
	Resignation		
Sarah Runion	Northwood- PLC Leader	5/23/2025	
	Position change		
Carly Sandrock	Northwood- Science Bowl	5/23/2025	
	Position change		
Carly Sandrock	Northwood- Math Bowl	5/23/2025	
	Position change		
Kathleen Sarles	FCHS- Event Manager	7/7/2025	
	Resignation		
Hannah Zarembski	FCMS- 7th Grade Girls Basketball Assistant Coach	6/23/2025	
	Resignation		

Resignation: Received letter from employee stating termination of employment with FCSC

LTS = Long Term Substitute

SWP= Suspension With Pay

SWOP = Suspension With Out Pay

FML = Family Medical Leave

FTE = Full Time Equivalent

LOA = Leave of Absence

Personnel Report 7/14/2025 ***ADDENDUM***
Changes since 6/9/2025

NAME	BUILDING/POSITION	EFF. DATE	SALARY
	Explanation		
	******Addendum******		
CERTIFIED PERSONNEL			
New Hires			
Teresa Forbes	Northwood- Jump Start Teacher (grant-funded)	08/04/25	$49.26/hour
	New position		
Patricia Foreman	Northwood- Jump Start Teacher (grant-funded)	08/04/25	$49.26/hour
	New position		
Taylor Haager	Needham/Union- Speech Language Pathologist	8/4/2025	$60,000.00
	Replacinig Kristen Nelson resignation		
Rebecca Skeel	Northwood- Jump Start Teacher (grant-funded)	8/4/2025	$49.26/hour
	New position		
Sherri Smithey	Northwood- Jump Start Teacher (grant-fund)	8/4/2025	$49.26/hour
	New position		
Staff Changes			
none			
Resignation/Termination			
Ashton Barnhart	Creekside- Special Education Teacher	7/14/2025	
	Resignation		
Retirement			
none			
Leave of Absence			
none			
CLASSIFIED PERSONNEL			
New Hires			
Debra Hamilton	Creekside - Essential Skills Assistant	8/6/2025	$17.55/hour
	New position		
Staff Changes			
Jeffrey Bright	To: District - Director of Maintenance, Grounds & Custodial	7/1/2025	$85,000/year
	From: District - Director of Maintenance, Grounds & Custodial		
	Restructured position		
Kimberly Haveman	To: Northwood - Intervention Assistant	8/6/2025	$17.67/hour
	From: Northwood - Title I Assistant		
	Replacing Karen Jones		
Eric Seelig	To: Transportation - Contracted Bus Driver	7/30/2025	$31.29/hour
	From: Transportation - Sub Bus Driver		
	Replacing Robert Dill		
Daniel Swanberg	To: Transportation - Hourly Bus Driver	6/13/2025	$27.25/hour
	From: Transportation - Non-CDL Driver		
	Replacing David Marietta		
Resignation/Termination			
Dorinda Herald	FCMS - Essential Skills Assistant	6/30/2025	
	Resignation		
Aliviah Tipton	Creekside - Essential Skills Assistant	7/14/2025	
	Resignation		

Personnel Report 7/14/2025 ***ADDENDUM***

Changes since 6/9/2025

NAME	BUILDING/POSITION	EFF. DATE	SALARY
Retirement			
Jeffrey Coy	District - Skilled Maintenance	7/25/2025	30 years of service
	Retirement		
Leave of Absence			
none			
ECA			
New Hires			
none			
Staff Changes			
none			
Resignation/Termination			
Melisa McCain	FCHS- FIT	5/23/2025	
	Position change		
Melisa McCain	FCHS- PLC Leader	5/23/2025	
	Position change		
***Acronym Key Guide**			

Quit: No notice was given by the employee - quit either by phone or in person effective immediately

Resignation: Received letter from employee stating termination of employment with FCSC

LTS = Long Term Substitute

SWP= Suspension With Pay

SWOP = Suspension With Out Pay

FML = Family Medical Leave

FTE = Full Time Equivalent

LOA = Leave of Absence

Docusign Envelope ID: D65CEB3D-CDBF-4743-B759-A32C24C3A51C

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-142638-1
Quote Expiration Date 18-MAY-2025

Prepared By:	Jason Doherty	Customer Contact:	Jennifer# Scott
Customer Name:	Franklin Community School Corporation	Title:	Executive Director of Student Support and Accessibility
Enrollment:	4,912	Address:	998 Grizzly Cub Dr
Contract Term:	15 Months	City:	Franklin
Start Date:	July 21, 2025	State/Province:	Indiana
End Date:	October 20, 2026	Zip Code:	46131
Payment Terms:	Net 30	Phone #	3173468683
		Pricing Vehicle Contract #:	

Contract Term : July 21, 2025 to October 20, 2026

Quote Summary

License and Subscription Period(s)	Software	Implementation/Training	Total
Subscription Period 1: July 21, 2025 to October 20, 2026	USD 2,456	USD 4,275	USD 6,731
Total Contract : July 21, 2025 to October 20, 2026	USD 2,456	USD 4,275	USD 6,731

PowerSchool hereby agrees to invoice the Customer following the non-standard invoicing schedule for the first term of the Subscription:

Due Date	Payment Amount
21-JUL-2025	USD 0.00
21-OCT-2025	USD 6,731.00

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Price
Special Programs - 504 - Federal Model - Add-On - Hosted	4,912.00	Students	USD 2,456.00
Subscription Period 1 License and Subscription Fees TOTAL:			USD 2,456.00

Total License and Subscription Fees : **USD 2,456.00**

Professional Services and Setup

Product Description	Quantity	Unit	Price
PowerSchool Special Programs Deployment - Custom	1.00	Each	USD 3,420.00

Total Professional Services and Setup : **USD 3,420.00**

Training Services

Product Description	Quantity	Unit	Price
Special Programs Per Person Per Day Training Remote	3.00	Each	USD 855.00

Total Training Services : **USD 855.00**

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: www.powerschool.com/MSA_2024/.

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term end date, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift and excluding any promotional pricing, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:

Printed Name: Jon Scrimshaw

Title: Chief Accounting Officer

Date: 19-MAY-2025

Franklin Community School Corporation
Signature:

Printed Name: Becky Nelson

Title: Board of School Trustees, President

Date: July 14, 2025

*****Sales Quote - This Is Not an Invoice*****

SHARED SERVICES AGREEMENT

This agreement ("Agreement") entered into on the 17th day of June, 2025, by and between Franklin Community School Corporation (hereinafter "FCSC") and Nineveh-Hensley-Jackson United School Corporation (hereinafter "NHJ").

Recitals

1. NHJ desires to obtain services from FCSC as described in the attached Statement of Work ("SOW"). In general, the services to be provided are certified and non-certified employees of FCSC to assist NHJ in providing special education and related services to NHJ's students.

2. NHJ will compensate FCSC for the services provided as set forth in the attached SOW.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS AND CONDITIONS AS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Employees of FCSC, both certified and non-certified, will provide services to NHJ at locations determined by the Superintendent, Assistant Superintendent, or Director of Special Education.

2. NHJ will compensate FCSC for the services provided as set forth in the SOW.

3. NHJ will provide, at its own expense, and at locations upon NHJ's campus, the necessary facilities, equipment and materials required by FCSC employees to provide the services set forth in the SOW except for the Preschool Assessment Team located at Custer Baker Intermediate School in Franklin, IN. Parents will provide transportation from NHJ's campus to Custer Baker Intermediate School and from Custer Baker Intermediate School to NHJ's campus."

4. No later than the fifteenth (15th) day of each month, prior to the month that services are to be provided, NHJ and FCSC will meet, discuss and agree upon the services to be provided the following month. The agreement shall be reduced to writing. FCSC will make a good faith effort to provide the services requested by NHJ; however, it is understood by the parties that FCSC's staffing needs shall take priority over NHJ's staffing needs and FCSC shall, in its sole discretion, determine whether the requested services can be provided.

5. The parties agree that FCSC's relationship and FCSC's employee's relationship to NHJ shall be that of an independent contractor and not as an agent, employee, partner or joint venture.

6. FCSC and NHJ, their employees, agents and all others providing or receiving services pursuant to this Agreement will adhere to HIPAA and FERPA Rules and all other federal, state, and local laws relating to personally identifiable information regarding any student educational

records deemed confidential pursuant to FERPA, together with all confidentiality requirements set forth in HIPAA.

7. FCSC will bill NHJ on the fifteenth (15th) day of each month following the month in which services are provided and shall, upon request, submit such additional verification to NHJ as may be reasonably requested by NHJ to confirm that services for which payment is requested have actually been performed. NHJ will also reimburse FCSC for FCSC's employees' travel expense in an amount equal to the IRS approved rate and will also reimburse FCSC for any out-of-pocket expenses incurred by FCSC's employees in providing services pursuant to this Agreement.

8. The parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to attempt to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party ("Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided however, that each party's obligation to hold the other harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of the parties as instrumentalities of the State of Indiana and/or Indiana public school corporations (e.g., actions and conditions as to which the party is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that a party's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant in Indiana and all appropriate defenses had been raised by the party.

9. All employees of FCSC providing services hereunder shall meet all professional licensing requirements and all employment and retention policies of FCSC, including, but not limited to, policies relating to criminal history and DCS checks as those policies apply to FCSC employees likely to have direct ongoing contact with NHJ's students within the course and during the scope of FCSC's employees employment. Employees of FCSC shall comply with all rules, policies and administrative guidelines of NHJ to the extent those rules, policies and guidelines are not in direct conflict with the rules, policies and guidelines of FCSC. In the event a rule, policy or guideline of NHJ is in direct conflict with a rule, policy or guideline of FCSC, the parties will meet and attempt to resolve the conflict. In the event the conflict cannot be resolved through negotiation between the parties, FCSC may decline to provide services.

10. Except for claims to which Paragraph 8 of this Agreement applies, neither party shall be liable to the other whatsoever for any special, consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, lost data, loss of use of data or lost opportunity, whether placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought. The fees and billings due under this Agreement are not considered special damages or lost profits and shall not be limited by these

provisions.

11. NHJ will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by NHJ and suitable to the setting to which FCSC's employees have been assigned. NHJ shall ensure compliance with all applicable OSHA obligations to include general training on the reporting of workplace injuries, incidents and occupational exposure to blood-born pestilence occurring at NHJ's facility. Records of such occurrences must be maintained by NHJ and accessible to FCSC within guidelines set forth by governing entities. In the event of workplace injury, incident or exposure, each affected FCSC employee will immediately contact NHJ, appointed supervisor, and report to the applicable treating department as per NHJ's protocol. FCSC shall also report workplace injury, incident, exposure, to FCSC concurrently with NHJ for the purpose of reporting such event to FCSC's worker's compensation carrier. If FCSC's employees are not eligible for treatment of workplace injury, incident or exposure by NHJ or if reporting requirements change during the term of this Agreement, NHJ is responsible for written notification of such information to FCSC.

12. The term of this Agreement shall be for one (1) year commencing at 12:01am on July 1, 2025, and ending at 12:00 midnight on June 30, 2026. This Agreement may be renewed for additional one (1) year terms by agreement of the parties, provided, however, that if this Agreement is not renewed by agreement of the parties at least sixty (60) days prior to the date of its expiration, unless the parties agree otherwise, this Agreement shall automatically terminate upon the current term's expiration date.

13. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice.

14. FCSC shall at all times provide, at FCSC's sole expense, comprehensive general liability insurance, worker's compensation insurance, professional liability insurance, and all other insurance provided by FCSC to its certified or non-certified employees who will be providing services to NHJ pursuant to the terms of this Agreement.

15. Nothing in this Agreement shall be construed to create or extend any rights to any third parties as third-party beneficiaries.

16. This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

Franklin	NHJ
Signature: Becky Nelson	Signature:
Printed: Becky Nelson	Printed:
Title: Board of School Trustee, President	Title:
Date: July 14, 2025	Date:

SHARED SERVICES AGREEMENT

This agreement ("Agreement") entered into on the 14th day of July, 2025, by and between Franklin Community School Corporation (hereinafter "FCSC") and Greenwood Community School Corporation (hereinafter "GCSC").

Recitals

1. GCSC desires to obtain services from FCSC as described in the attached Statement of Work ("SOW"). In general, the services to be provided are certified and non-certified employees of FCSC to assist GCSC in providing special education and related services to GCSC's students.

2. GCSC will compensate FCSC for the services provided as set forth in the attached SOW.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS AND CONDITIONS AS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Employees of FCSC, both certified and non-certified, will provide services to GCSC at locations determined by the Director of Student Services.

2. GCSC will compensate FCSC for the services provided as set forth in the SOW.

3. GCSC will provide, at its own expense, and at locations upon GCSC's campus, the necessary facilities, equipment and materials required by FCSC employees to provide the services set forth in the SOW except for the Preschool Assessment Team located at Custer Baker Intermediate School in Franklin, IN. Parents will provide transportation from GCSC's campus to Custer Baker Intermediate School and from Custer Baker Intermediate School to GCSC's campus."

4. No later than the fifteenth (15th) day of each month, prior to the month that services are to be provided, GCSC and FCSC will meet, discuss and agree upon the services to be provided the following month. The agreement shall be reduced to writing. FCSC will make a good faith effort to provide the services requested by GCSC; however, it is understood by the parties that FCSC's staffing needs shall take priority over GCSC's staffing needs and FCSC shall, in its sole discretion, determine whether the requested services can be provided.

5. The parties agree that FCSC's relationship and FCSC's employee's relationship to GCSC shall be that of an independent contractor and not as an agent, employee, partner or joint venture.

6. FCSC and GCSC, their employees, agents and all others providing or receiving services pursuant to this Agreement will adhere to HIPAA and FERPA Rules and all other federal, state, and local laws relating to personally identifiable information regarding any student

educational records deemed confidential pursuant to FERPA, together with all confidentiality requirements set forth in HIPAA.

7. FCSC will bill GCSC on the fifteenth (15th) day of each month following the month in which services are provided and shall, upon request, submit such additional verification to GCSC as may be reasonably requested by GCSC to confirm that services for which payment is requested have actually been performed. GCSC will also reimburse FCSC for FCSC's employees' travel expenses in an amount equal to the IRS approved rate and will also reimburse FCSC for any out-of-pocket expenses incurred by FCSC's employees in providing services pursuant to this Agreement.

8. The parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to attempt to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party ("Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided however, that each party's obligation to hold the other harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of the parties as instrumentalities of the State of Indiana and/or Indiana public school corporations (e.g., actions and conditions as to which the party is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that a party's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant in Indiana and all appropriate defenses had been raised by the party.

9. All employees of FCSC providing services hereunder shall meet all professional licensing requirements and all employment and retention policies of FCSC, including, but not limited to, policies relating to criminal history and DCS checks as those policies apply to FCSC employees likely to have direct ongoing contact with GCSC's students within the course and during the scope of FCSC's employees employment. Employees of FCSC shall comply with all rules, policies and administrative guidelines of GCSC to the extent those rules, policies and guidelines are not in direct conflict with the rules, policies and guidelines of FCSC. In the event a rule, policy or guideline of GCSC is in direct conflict with a rule, policy or guideline of FCSC, the parties will meet and attempt to resolve the conflict. In the event the conflict cannot be resolved through negotiation between the parties, FCSC may decline to provide services.

10. Except for claims to which Paragraph 8 of this Agreement applies, neither party shall be liable to the other whatsoever for any special, consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, lost data, loss of use of data or lost opportunity, whether placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought. The fees and billings due under this Agreement are not considered special damages or lost profits and shall not be limited by these

provisions.

11. GCSC will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by GCSC and suitable to the setting to which FCSC's employees have been assigned. GCSC shall ensure compliance with all applicable OSHA obligations to include general training on the reporting of workplace injuries, incidents and occupational exposure to blood-born pestilence occurring at GCSC's facility. Records of such occurrences must be maintained by GCSC and accessible to FCSC within guidelines set forth by governing entities. In the event of workplace injury, incident or exposure, each affected FCSC employee will immediately contact GCSC, appointed supervisor, and report to the applicable treating department as per GCSC's protocol. FCSC shall also report workplace injury, incident, exposure, to FCSC concurrently with GCSC for the purpose of reporting such event to FCSC's worker's compensation carrier. If FCSC's employees are not eligible for treatment of workplace injury, incident or exposure by GCSC or if reporting requirements change during the term of this Agreement, GCSC is responsible for written notification of such information to FCSC.

12. The term of this Agreement shall be for one (1) year commencing at 12:01am on July 1, 2025, and ending at 12:00 midnight on June 30, 2026. This Agreement may be renewed for additional one (1) year terms by agreement of the parties, provided, however, that if this Agreement is not renewed by agreement of the parties at least sixty (60) days prior to the date of its expiration, unless the parties agree otherwise, this Agreement shall automatically terminate upon the current term's expiration date.

13. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice.

14. FCSC shall at all times provide, at FCSC's sole expense, comprehensive general liability insurance, worker's compensation insurance, professional liability insurance, and all other insurance provided by FCSC to its certified or non-certified employees who will be providing services to GCSC pursuant to the terms of this Agreement.

15. Nothing in this Agreement shall be construed to create or extend any rights to any third parties as third-party beneficiaries.

16. This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

Franklin	GCSC
Signature: Becky Nelson	Signature:
Printed: Becky Nelson	Printed:
Title: Board of School Trustee, President	Title:
Date: July 14, 2025	Date:

July 2025 Board Meeting

“September 2025” Software Renewals

- **Storyboard**
  - **$32.97**
- **Final Forms**
  - **$18,752.00**
- **CDW (Amplified IT, Gopher Pack)**
  - **$2,700.00**
- **Lesson Pix**
  - **$288.00**
- **CDW (Veeam)**
  - **$8,169.42**
- **Safe Visitor**
  - **$5,995.00**
- **Powerschool**
  - **$34,477.56**
- **CDW (Amplified IT, Google Workplace)**
  - **$21,816.00**
- **Discovery Education (Science Textbook)**
  - **$4,160.00**
- **Micro Focus (Zenworks)**
  - **$5,700.00**

July 2025
Surplus

Creekside Greenhouse	
Carpet Cleaner	1
Student Desks	10

SCHMIDT
ASSOCIATES

July 8, 2025

Mr. Benji Betts
Director of Operations
Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin IN 46131-1398
United States

Re: Bid Recommendation
High School Athletics and Performing Arts Improvements
2022-024.APA

Dear Benji:

On Thursday, July 3, 2025, Bids were opened for the High School Athletics and Performing Arts Improvements. Three Bids were received and the Tabulation is attached.

Boyle Construction Management Inc. submitted the apparent low Bid for $6,640,000.00.

We have reviewed the Bid and the additional required documents submitted by Boyle Construction Management Inc. and find it to comply with the bidding requirements. We recommend acceptance of this Bid and issuance of a Notice to Proceed directing the Contractor to secure their materials, labor, insurance, etc., pending the preparation of the Contract.

Additionally, we have received Field Turfs PO for the 4 turf fields. Please see attached. We recommend acceptance of this PO.

If we may be of any further assistance in this matter, please do not hesitate to call.

Sincerely,

SCHMIDT ASSOCIATES, INC.
Architecture • Engineering • Interior Design • Landscape Architecture

Robert D. Ross, PE
Project Manager / Associate
rross@schmidt-arch.com

BR:mf

Copy: Tom Stapleton, Schmidt Associates

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BETTER FORESIGHT.
BETTER INSIGHT.
BETTER ON-SITE.

LOCATIONS
415 MASSACHUSETTS AVENUE
INDIANAPOLIS, IN 46204
317.263.6226

731 BRENT STREET, SUITE 203
LOUISVILLE, KY 40204
502.581.0042

PRINCIPALS
SARAH HEMPSTEAD, AIA, LEED AP
KEVIN SHELLEY, AIA, LEED AP
BRETT QUANDT, CDA
LISA GOMPERTS, FAIA, LEED AP
ANNA MARIE BURRELL, AIA, RID
KYLE MILLER, PE, LEED AP
STEVE SCHAECHER, AIA, LEED AP
BEN BAIN, CPSM
ERIC BROEMEL, PE, CEM
JOHN ROBERTSON, AIA, ACHE

SCHMIDT-ARCH.COM

SCHMIDT ASSOCIATES

BID TABULATION FORM

Project: Franklin Community High School Outdoor Project

Project Number: 2022-024.APA

Bid Date and Time: 7/3/25 @9am

Location: FC High School

BIDDER	Time Of Completion	Public Bid Requirements	Included Allowances	Form 96	Financial Statement	Bid Security	Subs & Products List	Receipt of Addenda	BASE BID	Base Bid w/ Selected Alternates Total
MCMI									$6,970,000	**$6,970,000**
MATTCON									$7,468,000	**$7,468,000**
BOYLE CONST MGMT	X	X	X	X	X	X	X	X	$6,640,000	$6,640,000

BOYLE CONST MGMT **Apparent Low Bidder** $6,640,000

$6,640,000

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

FRANKLIN COMMUNITY SCHOOL

June 27, 2025

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcewell contract (formerly NJPA). Sourcewell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcewell Contract # 031622-FTU.

Sourcewell
Awarded Contract

CESC
CENTRAL INDIANA EDUCATIONAL SERVICE CENTER

Click on the following Sourcewell hyperlink for contract due diligence documentation: Sourcewell

	Description - Franklin Community HS Baseball	Quantity	Units	Unit Price	Total
	Sitework				
1	Civil Scope (Description Below)	117,314	SF	$10.43885	$1,224,629.11
	Subtotal Synthetic Turf Site Work				$1,224,629.11
	Synthetic Turf				
2	DoublePlay Natural Turf System	117,314	SF	$4.65	$545,510.10
3	Inlaid Baseball Markings	1	EA	$7,280.00	DONATED
4	On-Deck Circle Logo, approx. 5' x 5', up to 3 colors	2	EA	$2,040.00	$4,080.00
5	Mound Logo, approx. 5' x 5', 2 colors	1	EA	$2,040.00	$2,040.00
6	HomePlate Halo Logo, approx. 8' x 80', 3 colors	1	EA	$8,160.00	$8,160.00
7	SweepRight and GroomRight	1	SET	$9,913.38	$9,913.38
	Subtotal Synthetic Turf				$569,703.48
	Subtotal Project				**$1,794,332.59**
8	Performance & Payment Bonds	1	LS	$27,318.71	$27,318.71
	Total - Franklin Community HS Baseball				**$1,821,651.30**

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

	Description - Franklin Community HS Softball	Quantity	Units	Unit Price	Total
	Sitework				
1	Civil Scope (Description Below)	44,246	SF	$12.30306	$544,362.96
	Subtotal Synthetic Turf Site Work				$544,362.96
	Synthetic Turf				
2	TripleThreat Natural Turf System	44,246	SF	$5.95	$263,263.70
3	Inlaid Softball Markings	1	EA	$7,280.00	DONATED
4	On-Deck Circle Logo, approx. 5' x 5', up to 3 colors	2	EA	$2,040.00	$4,080.00
5	Center logo, approx. 45' x 45', up to 3 colors	1	EA	$14,280.00	$14,280.00
	Subtotal Synthetic Turf				$281,623.70
	Subtotal Project				**$825,986.66**
6	Performance & Payment Bonds	1	LS	$9,396.89	$9,396.89
	Total - Franklin Community HS Softball				**$835,383.55**

	Description - Franklin Community HS Soccer/LAX	Quantity	Units	Unit Price	Total
	Sitework				
1	Civil Scope (Description Below)	85,201	SF	$7.04922	$600,598.89
	Subtotal Synthetic Turf Site Work				$600,598.89
	Synthetic Turf				
2	2" Vertex Turf System	85,201	SF	$4.25	$362,104.25
3	Inlaid Soccer Markings	1	EA	$7,280.00	DONATED
4	Inlaid Lacrosse Markings	1	EA	$7,280.00	DONATED
5	Center logo, approx. 45' x 45', up to 3 colors	1	EA	$14,280.00	$14,280.00
	Subtotal Synthetic Turf				$376,384.25
	Subtotal Project				**$976,983.14**
6	Performance & Payment Bonds	1	LS	$11,114.71	$11,114.71
	Total - Franklin Community HS Soccer/LAX				**$988,097.85**

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

	Description - Franklin Community HS Multipurpose	Quantity	Units	Unit Price	Total
	Sitework				
1	Civil Scope (Description Below)	87,243	SF	$8.73450	$762,023.98
	Subtotal Synthetic Turf Site Work				$762,023.98
	Synthetic Turf				
2	2.25" Vertex Turf System	87,243	SF	$4.40	$383,869.20
3	Inlaid Football Markings	1	EA	$7,280.00	DONATED
4	Custom Numbers & Arrows	1	SET	$7,650.00	$7,650.00
5	Center logo, approx. 45' x 45', up to 3 colors	1	EA	$14,280.00	$14,280.00
6	SweepRight and GroomRight	1	SET	$9,913.38	$9,913.38
	Subtotal Synthetic Turf				$415,712.58
	Subtotal Project				**$1,177,736.56**
7	Performance & Payment Bonds	1	LS	$17,931.04	$17,931.04
	Total - Franklin Community HS Multipurpose				**$1,195,667.60**

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf DoublePlay Natural, TripleThreat Natural, and Vertex turf systems, with the following product characteristics:

DP Natural (XT-5038) – Clay Area

Pile Height: 2 Inches
Infill Weight: 5.4 lb. sand & 1.5 lb. ambient rubber per sq.ft.
Pile Weight: 42 oz/yd²
Total System Weight: 1059 oz/yd²

DP Natural (FTVT-50) – Grass Area

Pile Height: 2 Inches
Infill Weight: 3.65 lb. sand & 2.6 lb. ambient rubber per sq.ft.
Pile Weight: 39 oz/yd²
Total System Weight: 962 oz/yd²

TT Natural (Vintage-40) – Clay Area

Pile Height: 1.6 Inches
Infill Weight: 3.5 lb. sand & 1.5 lb. PureSelect Olive per sq.ft.
Pile Weight: 50 oz/yd²
Total System Weight: 797 oz/yd²

TT Natural (FTVT-50) – Grass Area

Pile Height: 2 Inches
Infill Weight: 5.4 lb. sand & 1.5 lb. ambient rubber per sq.ft.
Pile Weight: 39 oz/yd²
Total System Weight: 1055 oz/yd²

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

Vertex (FTVT-50) – Soccer/LAX

Pile Height: 2 Inches
Infill Weight: 2 lb. sand & 3 lb. ambient rubber per sq.ft.
Pile Weight: 39 oz/yd²
Total System Weight: 782 oz/yd²

Vertex (FTVT-57) – Multipurpose

Pile Height: 2.25 Inches
Infill Weight: 3 lb. sand & 3 lb. ambient rubber per sq.ft.
Pile Weight: 43 oz/yd²
Total System Weight: 930 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

Furnish all labor, tools, materials, and equipment required to conduct civil work as outlined within the *Scope of work.png, 5.2 - Site.pdf, and Completion Dates.png* files. These listed documents have been utilized to produce the scope of work expressly limited to:

Civil Scope: All fields

a) Mobilization
b) Accept subgrade within +/- .10", subgrade prepared by others
c) Provide and install filter fabric across all fields
d) Provide & Install 8"x18" concrete curb around perimeter of fields
e) Provide & Install 2x4 composite nail board along the perimeter of the fields
f) Provide and install 5" base rock and 1" surface rock on all fields
g) Provide and install storm drainage within the field limits to the first manhole outside of the field
h) Provide and install 1x12 flat panel drain in fields
i) Sports and field equipment
    - Baseball
        - Foul Poles
        - Batter's box forming system
        - Home plate forming system
        - Bases, home plates, pitching rubbers with access kits
        - Backstop netting
        - Fencing and netting
        - Batting cage
        - Batters' eye
    - Softball
        - Foul Poles
        - Batter's box forming system
        - Home plate forming system
        - Bases, home plates, pitching rubbers with access kits
        - Backstop netting

  - Fencing and netting
- Soccer
  - Soccer goals
  - Soccer catch nets
  - Fencing and netting
- Band field
  - Fencing and netting

Turf Scope: All Field

a) Installation of the artificial in-filled grass surface upon a suitable base.
b) Inlaid sports markings:
   - Baseball Field:
     - (1) set of Baseball markings
   - Softball Field:
     - (1) set of Softball markings
   - Soccer/Lacrosse Field:
     - (1) set of Soccer markings
     - (1) set of Unified Lacrosse markings
   - Multipurpose Field:
     - (1) set of Football markings
c) Inlaid Logos:
   - Baseball Field:
     - (2) On-Deck Circle Logos, approx. 5' x 5', up to 3 colors
     - (1) Mound Logo, approx. 5' x 5', 2 colors
     - (1) Home Plate Halo Logo, approx. 8' x 80', 3 colors
   - Softball Field:
     - (2) On-Deck Circle Logos, approx. 5' x 5', up to 3 colors
     - (1) Center logo, approx. 45' x 45', up to 3 colors
   - Soccer/Lacrosse Field:
     - (1) Center logo, approx. 45' x 45', up to 3 colors
   - Multipurpose Field:
     - (1) Center logo, approx. 45' x 45', up to 3 colors
d) Maintenance equipment: (2) GroomRights and (2) FieldSweeps
e) Soccer/LAX and Multipurpose fields: An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface.
f) Baseball and Softball fields: An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface, apart from the base areas and slide zones, which will carry a 2-year manufacturer's warranty. Furthermore, the following designated high traffic areas are excluded from the warranty: home plate, pitcher's mound, pitcher's lane, catcher's box, batting cage and bullpen area.
g) Private wages.
h) Payment and Performance bonds.

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

The scope of work/services and associated pricing are subject to change in the event of: (i) design and/or construction requirements of the local permitting authorities which dictate a change in design and/or construction and/or (ii) existing site conditions which are concealed, unknown and/or differ from readily available published data for the region.

PRICE DOES NOT INCLUDE:

a) Design services and construction documentation, including, but not limited to, conceptual drawings/preliminary design; construction drawings; stormwater management SWPP or SWPP plan; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings; nor permit, permit fees, inspection, inspection fees, testing, or testing fees
b) Site Security
c) Construction signs
d) Soil stabilization, undercutting, or remediation of any type
e) Work outside turf field limits not explicitly listed in inclusions
f) Mass or rock excavation
g) Access to the field
h) Excavation, handling, or disposal of contaminated soils
i) Any hard surface work, including concrete/asphalt cutting, installation, milling, removal, forming, or replacement not explicitly noted in inclusions
j) Repair or resurfacing existing asphalt parking lots, roadways, or walkways if damaged by truck traffic
k) Fencing installation, modification, removal, or replacement not specifically listed in inclusions
l) Relocation or removal of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, or storm drainage unless explicitly noted in inclusions
m) Excavation/backfill of unknown underground obstructions
n) Installation of manholes, junction boxes, gabions, concrete rip wrap, storm drainage, grate inlets, and RCP not explicitly noted in inclusions
o) Boring for utilities
p) Dewatering
q) Importing of topsoil
r) Any electrical work
s) Any athletic equipment not noted above
t) Site restoration or grow-in
u) All union labor or other labor law levies
v) Sales tax. Please provide TEC
w) A vehicle to tow FieldTurf maintenance equipment.
x) Newly imposed Tariffs
y) Any work not listed in the inclusions

z) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price

The pricing set forth in this proposal is based on applicable tariffs, duties, and taxes in effect as of the proposal date. Any new or increased tariffs, duties, taxes, or similar charges imposed by the United States Government, whether at the federal or state level, on products included in this proposal after the proposal date shall be the sole responsibility of the Customer and will result in an adjustment to the proposed price accordingly. FieldTurf USA, Inc. reserves the right to modify pricing to reflect such additional costs, and the Customer agrees to bear any such increases.

The price is valid for a period of 30 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding

Please feel free to reach out to any member of our project team with questions about our offer:

My Thanh Tran
Project Manager
(514) 375-2574
MyThanh.Tran@FieldTurf.com

Blake Centers
Regional Sales Manager
(773) 569-6814
Blake.Centers@fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per: _____
Darren Gill, Executive Vice President
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

_____
Owner (Signature)
Becky Nelson
Board of School Trustee, President
Printed Name and Title

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

Smart Buy
PURCHASING PROGRAM
FIELDTURF • BEYNON

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

j) All colors are to be chosen from FieldTurf's standard colors.

AstroTurf SINCE 1965

MAINTAIN THE GAME®
AFTERCARE PROGRAM



You've made a substantial investment in your *field.*



BUT usage, weather, exposure, natural aging and microbial contamination can cause damage to your turf.

The maintenance personnel charged with keeping your synthetic playing surface in tiptop shape do the best they can with the equipment they have available. However, your surface should be professionally renewed at least once a year.

Protect it with an annual
MAINTAIN THE GAME® AFTERCARE PROGRAM,
performed by
AstroTurf Corporation's Certified Turf Technicians
to improve the overall performance, appearance
and ***life of your field***.

sportgroup

SportGroup is today's true global sports surfacing giant, with manufacturing facilities around the world. Active in over 70 countries, SportGroup has installed more than 13,000 artificial turf fields and 16,000 running tracks. SportGroup was created by selective acquisitions of the leading turf, track, indoor and outdoor sports surface manufacturers.

This amalgamation of innovation and technology also includes the manufacturers and marketers of key raw materials used in all aspects of the sports surfacing industry.

AstroTurf is now in the enviable position of enjoying a completely vertical and fully integrated environment, where all of its ideas can be brought to life in a market hungry for innovation.

> Welcome to the next generation. The second half of the AstroTurf century.

AstroTurf SINCE 1965
powered by sportgroup
THE SURFACE SPECIALISTS

Rekortan · APT · SYNLAWN · melos · SGM · Sportec · AstroTurf · POLIGRAS · ProGrass · Laykold · polytan



As a SportGroup company, AstroTurf is even better positioned to serve our clients with:

- More installation and service crews across the country
- Enhanced logistical integration, creating rapid response times
- Additional investments in specialized equipment
- Collaborative opportunities to promote the latest techniques in field maintenance and repair
- New and improved maintenance packages that offer the best services

We are ready to service your field, so call us today!

THE MAINTAIN THE GAME® AFTERCARE PROGRAM BY ASTROTURF IS DESIGNED TO PROTECT YOUR PLAYERS AND EXTEND THE LIFE OF YOUR FIELD, NO MATTER WHO ORIGINALLY INSTALLED IT.





Maintain The Game Packages



THE INVENTOR AND LEADER OF THE SYNTHETIC TURF MARKET IS PROUD TO OFFER THE INDUSTRY'S LEADING TURF CARE PROGRAM.

Our turf care team has developed two levels of care. Maintain the Game Aftercare is available in the Rhino and Rhino Pro packages to better meet the needs of each individual customer.

Each are Certified packages performed under the direct supervision of an AstroTurf Field Maintenance Technician to ensure the desired results and customer satisfaction.

Specialized equipment rejuvenates your field to improve playability, prolong the life of your field, and deliver customized maintenance results.

RHINO PACKAGE



Performed over the course of a full day by certified technicians, the Rhino Package is an excellent complement to regular maintenance. Experts will assess, groom and clean your surface using the latest equipment and techniques to protect your investment.

- **One full day of service**
- **Inspection** of the field to assess the condition of turf and infill and identify any problem areas.
- **Grooming** of the entire field, using AstroTurf approved equipment, to perform extensive fiber brushing.
- **Magnetic Metal Collecting** to remove foreign objects (ferrous materials) that can cause unsafe conditions.
- **Professional Cleaning** and removal of all unwanted materials and debris from the field area.
- **Disinfectant Application** of approved antimicrobial disinfectant to comply with your warranty.
- **Review Maintenance Procedures** to be performed by owner's personnel and make recommendations.
- **Owner Sign Off** will be obtained by AstroTurf Senior Field Maintenance Technician to insure the owner is pleased with all the work performed during their Rhino package.

RHINO PRO PACKAGE



The Rhino Pro Package provides more intensive maintenance than the standard program. After assessing field condition, experts will perform a complete cleaning, de-compaction and grooming service to the entire field. Rhino Pro packages are performed over the course of two full days. This program is especially suitable for high use fields.

- **Two full days of service**
- **Inspection** of the field to assess the condition of turf and infill and identify any problem areas.
- **Multi-Level Field Vacuuming** of the entire field, using the SMG Sport Champ, to perform extensive cleaning across the entire playing surface. This process is designed to pull debris and other unwanted material out of the top layer of infill.
- **Multi-Level De-Compaction** of the infill with the SMG Sport Champ to help assure safe playability and improve G-MAX performance.
- **Extensive Grooming** using the SMG Sport Champ to help lift fibers and level out the infill depth across the entire playing surface.
- **Magnetic Metal Collecting** to remove foreign objects (ferrous materials) that can cause unsafe conditions.
- **Disinfectant Application** of approved antimicrobial disinfectant to comply with your warranty.
- **Review Maintenance Procedures** to be performed by owner's personnel and make recommendations.
- **Owner Sign Off** will be obtained to insure the owner is pleased with all the work performed during their Rhino Pro package.



Additional Maintenance Services

"We've been using Jimmy and his crew annually for probably ten years now. Our fields are now in their 13th year of use–and they still look great! We do the typical seam repair, infill redistribution and anti-bacteria treatment and it's well worth it! Jimmy's crew is always on time, efficient, polite and they usually finish ahead of schedule."

Debbie Shierling ,
K & L Arena Quincy Ill Field



Two Year Antimicrobial Protection
Two year manufacturer guarantee for a bacteria-free field.

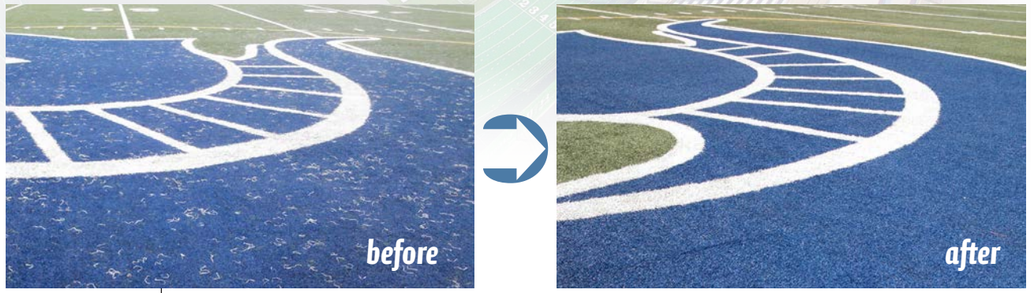
Field Hockey Cleaning / Maintenance
Specially customized for field hockey surfaces.

Infill Removal
Remove and dispose of existing infill from your sports surface to achieve proper infill depth.

Infill Top Off
Add infill to your field to safely restore proper infill depth.

Baseball Mound Cleaning
Remove dirt and debris surrounding your baseball mound.

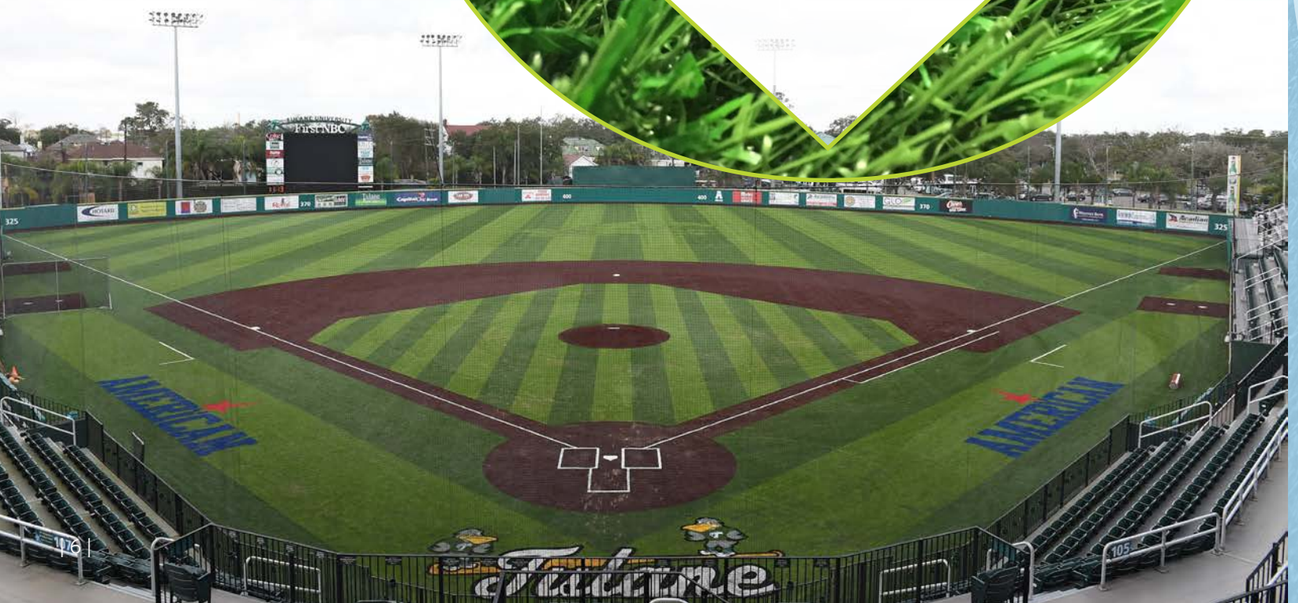
Replacement of High Traffic Areas
Removal of worn areas and reinstallation of turf and infill.



AstroTurf. | *It's all about performance*

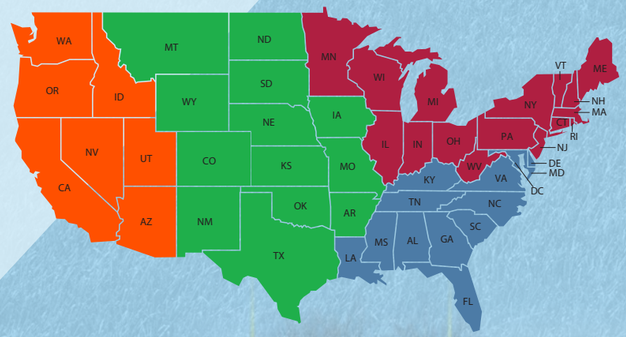
"I just wanted to say thank you... for the professional and thorough maintenance service AstroTurf provided. With the installation of this new field, we wanted to make sure we do a better job of the upkeep. When we met to discuss our maintenance options, you were very helpful in letting me know what would be the best option based on our budgetary needs and type of use the field experiences. This would be the first time that our department used AstroTurf's maintenance service and I must say it exceeded our expectations. Not only did the maintenance staff arrive on time but they finished early and did a comprehensive walkthrough of the site when they were done to make sure we understood what was addressed and that it was to our satisfaction. We look forward to using these maintenance services again. We would happily recommend you to any company / organization that has an AstroTurf field."

Dominique Ennis,
Associate Director of Facilities,
Tulane University



Contact us today to schedule your maintenance services!

866-951-TURF
maintenance@astroturf.com



REGIONAL MAINTENANCE MANAGER
Jose Padilla • jpadilla@astroturf.com

REGIONAL MAINTENANCE MANAGER
Jimmy Cupp • jcupp@astroturf.com

REGIONAL MAINTENANCE MANAGER
Brian Mohr • bmohr@astroturf.com

REGIONAL MAINTENANCE MANAGER
Wes Howard • whoward@astroturf.com



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Contact us today to schedule your Maintenance Services!

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maintenance@astroturf.com



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Rekortan APT SYNLAWN melos SGM Sporturf
AstroTurf POLIGRAS ProGrass Layfield polytan

AstroTurf Corporation. 2680 Abutment Rd, Dalton, GA 30721 866-951-TURF (8873)
help@astroturf.com www.astroturf.com @AstroTurfUSA

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powered by sportgroup THE SURFACE SPECIALISTS

The first name in turf ...and all that's around it.

Franklin Community High School
998 Grizzly Club Drive
Franklin, IN 46131

5/14/2025

Mr. Jeff Bright

RE: Franklin Community Professional Turf Maintenance and Seam and Inlay Warranty Extension

AstroTurf is pleased to provide you with the following **Rhino** maintenance proposal. All programs are performed by an AstroTurf Certified Field Maintenance Technician to ensure the desired results and customer satisfaction. The proposed service is priced to be performed in 2025. All programs cover preventive maintenance procedures which will include the reattachment of minor inlays/field markings or seams at no extra charge. If Annual maintenance is completed throughout the 8-year warranty period and 2 years beyond, the warranty on all seams and inlays will extend throughout years 9 and 10. Your field was installed in 2023.

Rhino Maintenance Program

- **Inspection** of the field to assess the condition of turf and infill and identify any problem areas.
- **Grooming** of the entire field, using AstroTurf approved equipment, to perform extensive fiber brushing.
- **Light De-compacting** of the infill to help assure safe playability and to improve G-MAX performance.
- **Magnetic Metal Collecting** to remove foreign objects (ferrous materials) that can cause unsafe conditions.
- **Professional Cleaning** and removal of all unwanted materials and debris from the field area.
- **Disinfectant Application** of approved antimicrobial disinfectant to comply with your warranty.
- **Review Maintenance Procedures** to be performed by owner's personnel and make recommendations.
- **Owner Sign Off** will be obtained by AstroTurf Senior Field Maintenance Technician to ensure the owner is pleased with all the work performed during their Rhino Maintenance Program.

Price and Terms of Payment: **$ 4,000.00** **Net 30 days from date of completion**

Thank you for Considering AstroTurf Corporation.
Brian Mohr
brian.mohr@astroturf.com
412-480-9673

Please sign below to approve the AstroTurf Maintenance Program.

Beckly Wilson **Date:** 7/14/25 **Affix your PO#:**_____

Abnormal: Enhancing Email Security for Franklin Community Schools

Advanced Email Threat Protection

The Evolving Email Threat Landscape



Vast Reach and User Base:
Email remains one of the most ubiquitous forms of digital communication

Exploitation of Trust and Social Engineering:
Recipients perform actions that compromise their security

Versatile Attack Vector for Various Malicious Activities:
Phishing distribute malware, including viruses, ransomware, and spyware

FCS Digital Landscape



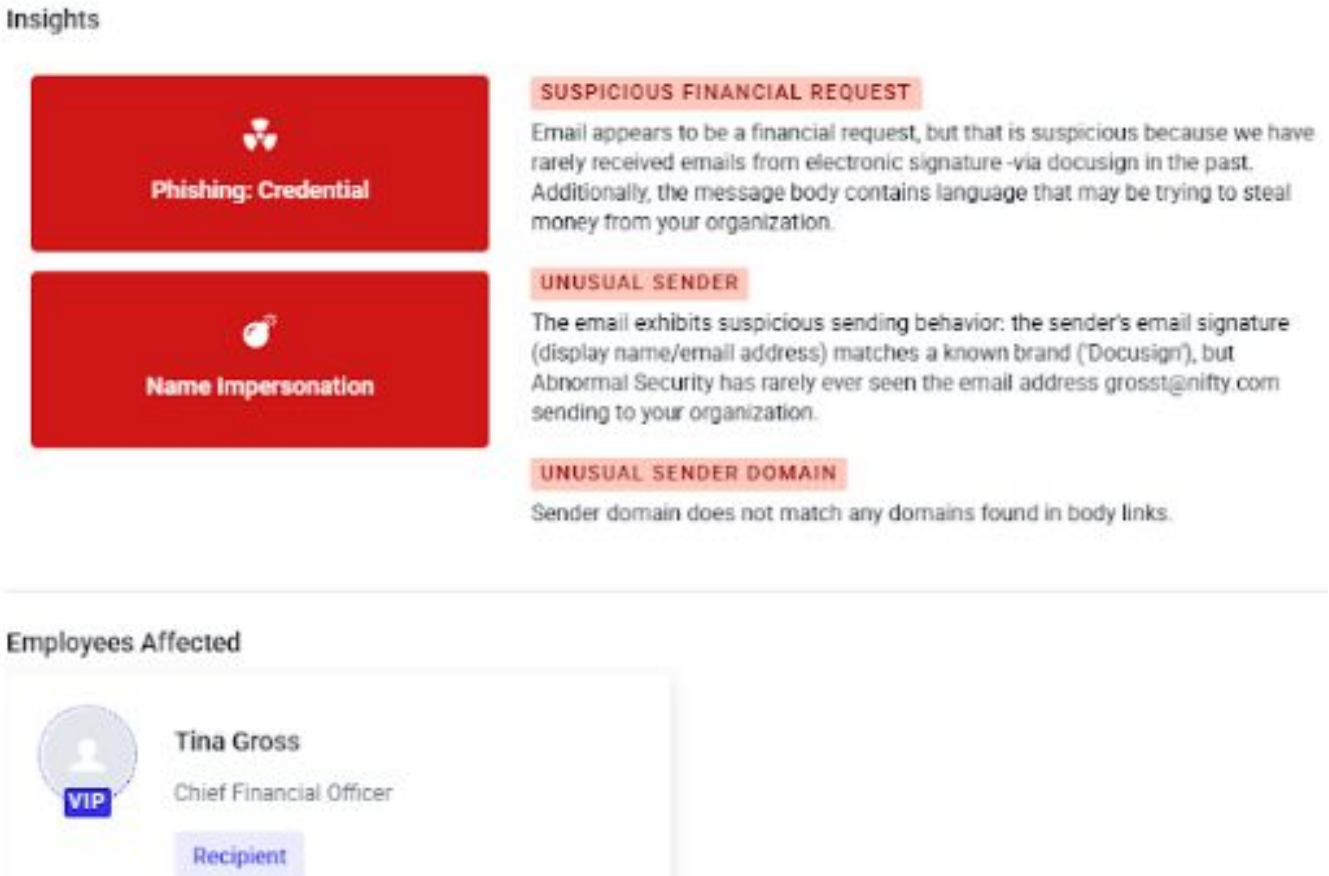
- April 1 - April 30, FCS **received 997,000 emails**
- Of the 997,000 emails, **28,000 emails were rejected** as SPAM and Phishing attempts

Introducing Abnormal - Intelligent Email Security

Abnormal: A New Approach to Email Protection

- Ability to detect anomalies and sophisticated attacks that bypass traditional filters. Protects against socially engineered attacks (like BEC and targeted phishing)
- Abnormal AI-powered email security platform that goes beyond traditional methods in comparing personal behaviors relative to historic patterns for every user.
- Every threat stopped is backed by clear, contextual evidence enriched with behavioral metadata..

Abnormal Evidence



Sender: Electronic Signature -via Docusign <grosst@nifty.com>

Recipient: Tina Gross VIP <grosst@franklinschools.org>

To: Tina Gross <grosst@franklinschools.org>

Apr 15, 2025, 1:56pm EDT

DOCUSIGN BRAND

You have a document from Franklinschools.

REVIEW REQUEST/ENGAGE DOCUMENTS

grosst

grosst@franklinschools.org

Please Complete Franklinschools Service Agreement 2025 DATE _ 2025 DATE 1404.pdf.

Thank you FORMAL .

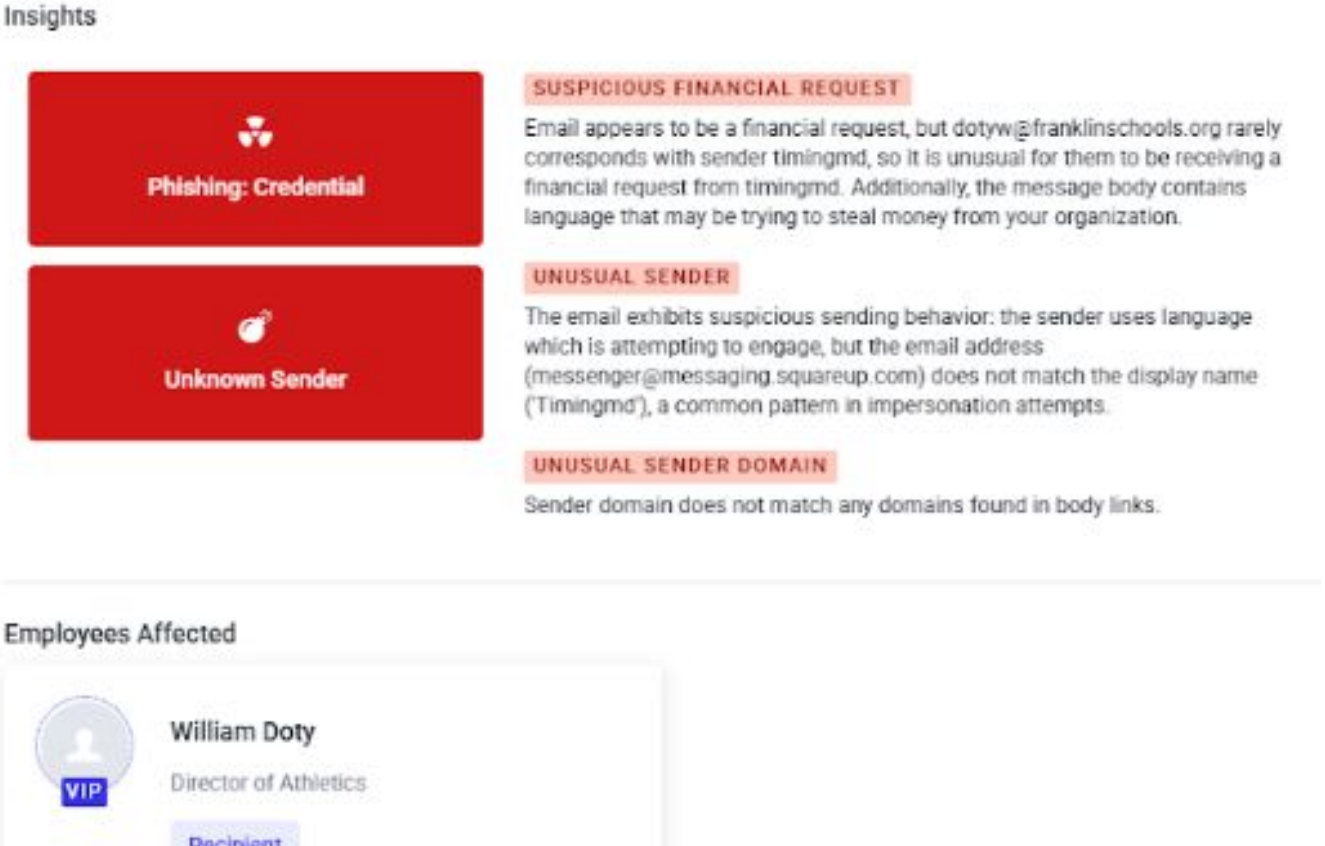
Do Not Share

The contents of this email and any attachments are confidential and intended exclusively for the named recipient.

Unauthorized use or distribution is not permitted.

Alternate Signing Method

Abnormal Evidence



Square

TimingMD sent Invoice PAYMENT #000022 MONEY Franklin Community 1 to you.



TimingMD

New Invoice PAYMENT

$ 950.00 MONEY

Due on April 21, 2025 DATE

Pay Invoice PAYMENT

Franklin Community 1

Invoice PAYMENT #000022 MONEY

April 14, 2025 DATE

✓ Links: 6 ✓ Attachments: None

Most attacked

Matthew Sprout	Director of Technology	9	+4	+80%
Tina Gross	Chief Financial Officer	3	+3	-
Chris Coll	Assistant Athletic Director	3	+3	-
William Doty	Director of Athletics	2	-1	-33%
Jennifer Scott	Director of Student Support and Accessibility	2	-5	-71%
Andrea Korreck	Assistant Director of Student Support and Accessibility	2	+1	+100%
William Betts	Director of Operations	1	+1	-
Michelle Bright	Director of Human Resources	1	-2	-67%
Melissa Parramore	Director of Study Connection & First Scholars	1	+1	-
Kimberly Spurling	Director of Mental Health	1	-1	-50%
Joshua Fewell	Athletic Director	1	+1	-

Most Impersonated

Entity Name	Attack Count	vs. Previous Period
Dylan Purlee	47	+47 -
Carolyn Ray	28	+28 -
Paula Fleener	19	+12 +171%
Christina Collins	15	-13 -46%
Steven Ahaus	3	-1 -25%
Marcus Davis	3	+1 +50%
Kathy Rynerson	3	-4 -57%
Dawn Ohns	3	-2 -40%
Linzie Spaulding	2	+1 +100%
Kimberly Spurling	2	+1 +100%
Jennifer Mann	2	+0 +0%

Abnormal Price (Staff only): 12,600.00

BEANSTACK



What is Beanstack?

Customizable Reading Challenge Platform

That Includes:

Easy-to-use Reading Challenge Templates

Mobile App & Computer Based
(goes through our Clever Launchpad)

Diverse Book Recommendations

See Website HERE!



Why Beanstack?

Is a platform to engage in reading challenges which aims to improve literacy at all levels.

Strengthens intrinsic motivation with gamification features and optional activities

Allows parents and caregivers to become active participants in their child's reading at home and literacy skills

Has book trackers & timers- see here

Includes reading fundraisers/ readathons

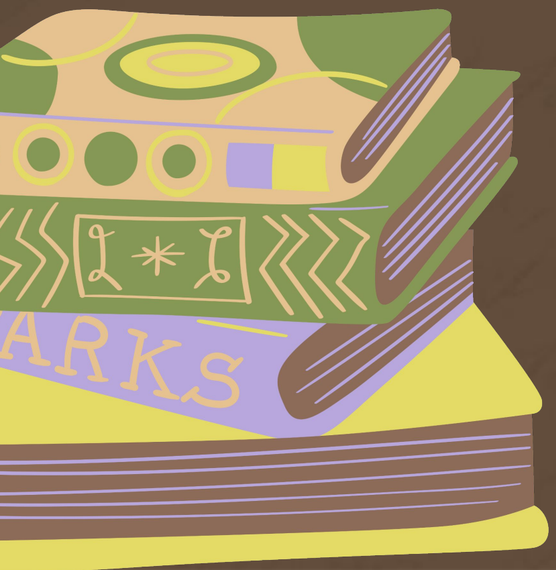
Connects to our district 2025/2026 theme:

One District Many Stories



Budget

We are combining district funds with library funds to purchase





Additional Resources

How a Texas School Raised Reading Scores

How Georgia School Raises Lexile with Beanstack

Walkthrough Video

beanstack

Franklin Community School Corporation

Kelli Hadley
hadleyke@franklinschools.org
(317)346-8400

Emily Silverman
silvermane@franklinschools.org
317-346-8100

Reference: 20250414-191620859
Quote created: April 14, 2025
Quote expires: July 31, 2025
Quote created by: Lindsey Hill
Regional VP, Public Libraries & School Sales
lindsey@zoobean.com
+13173449314

Comments from Lindsey Hill

This quote represents a 12-month Premium-level license for eight (8) school buildings with a 10% discount. The subscription rate is at the Premium level price for the Plus package price. We will waive the implementation fee with signature by July 31, 2025. A signature here will lock you into your pricing structure and get your team started on implementation while your payment or PO is processed.

Products & Services

Item & Description	Quantity	Unit Price	Total
Implementation - School	8	$75.00	$0.00 after 100% discount
School - Premium	8	$1,095.00 / year	$7,884.00 / year after 10% discount for 1 year
Custom Designed Challenge Banner & Badge Sets	1	$0.00 / year	$0.00 / year for 1 year

Annual subtotal	$7,884.00
	after $876.00 discount
One-time subtotal	$0.00
	after $600.00 discount
Total	**$7,884.00**
Total contract value	**$7,884.00**

Purchase terms

1. Unless otherwise stated, the terms and conditions of this quotation constitute an offer by Zoobean to sell products and services to Franklin Community School Corporation and, if accepted by Franklin Community School Corporation, constitutes a legally binding obligation by Franklin Community School Corporation to purchase such products and services. The terms and conditions of this quotation are valid through the quote's expiration date above. If not accepted by Franklin Community School Corporation within the said period shall be deemed automatically revoked.

2. Franklin Community School Corporation retains ownership of all data its users create. This includes reading logs and user-created content such as reading lists and book reviews.

3. Zoobean agrees to delete all data created by the Franklin Community School Corporation's users at any time upon receipt of a deletion request Franklin Community School Corporation shall notify Zoobean of any request to delete such information. Zoobean shall then have three (3) days from the date it receives such notice to execute the deletion of all data created by Franklin Community School Corporation users.

4. Zoobean does not sell or trade user information for marketing, advertising, or other use under any circumstances. Zoobean may release user information when the company believes the release is necessary to comply with the law, enforce our site policies, or protect our or others' rights, property, or safety.

5. Unless otherwise specified in this quotation, payment terms for the products and services herein are net thirty (30) days from the invoice date.

6. The terms and conditions of this quotation may be rejected, modified, or superseded only by a written agreement mutually signed specifying the rejection, modification, or supersession of the terms and conditions.

7. Payment for Zoobean products and services constitutes pre-payment for a subscription for the specified months following the Effective Date.

8. Zoobean's Client Success Department will contact Franklin Community School Corporation staff to schedule times for an initial kickoff call and Franklin Community School Corporation training session(s) that are mutually agreeable to Zoobean and Franklin Community School Corporation.

9. Zoobean represents and warrants that all such products and services shall be professional and workmanlike. Zoobean warrants that the products will be delivered and the services will be performed and delivered according to provisions outlined in the License Agreement.

10. Entire Agreement: This License Agreement shall constitute the complete and final agreement between Zoobean Inc. & Franklin Community School Corporation concerning the services listed above.

Signature

Becky Nelson
Signature

July 14, 2025
Date

Becky Nelson
Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Lindsey Hill
Regional VP, Public Libraries & School Sales
lindsey@zoobean.com
+13173449314

Zoobean
PO Box 826073
Philadelphia, PA 19182
US

2025 - 2026 FCVS Calendar (K-5) DRAFT

Elementary Grades

July

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

August

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

September

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

October

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

November

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

December

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

January

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

February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

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

April

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

May

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

June

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

July 23 - Parent and Student Orientation
July 28 - Parent and Student Orientation

Aug 11- EdOptions First Student Day

Sept 1 - Labor Day - NO School

Oct 3 - End of Grading Period
Oct 13-17 - Fall Break - NO School

Nov 24-26 - Asynchronous Learning
Nov 27-28 - Thanksgiving Break

Dec 19 - Final Day of First Semester

Dec 22 - First Day of Winter Break

Jan 6 - First Day of Spring Semester
Jan 19 - MLK Day - NO School

Mar 6 - End of Grading Period
March 23-27 - Spring Break - NO School

May 22 - Last Day of School
May 23 - HS Graduation

Color Key Code
Student Days
Student Orientation Days
Asynchronous Learning
NO SCHOOL

Board Approved: Pending

Semester 1 Count	87
Semester 2 Count	93
TOTAL DAYS	180

Franklin Community Schools Elementary Handbook Proposed Changes

Changes marked by yellow highlighting

2024-2025	2025-2026
USE OF MEDICATIONS The administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or the child requires medication to benefit from his/her educational program. Before any medication or treatment may be administered by school personnel to any student during school hours, the Board shall require the written prescription from the child's physician for all prescription drugs accompanied by the written authorization of the parent. In the case of nonprescription drugs, preparations, or remedies, a written authorization from the parent must be on file in the office of the principal. All medications must be brought to the school nurse's office by a parent or guardian. Only prescription medication in its original container; labeled with the student's name, date, and exact dosage will be administered. Parents may administer medication to their child in the presence of Health Services personnel or designee once the above criteria are met. Parents must give written authorization for medication to be administered to their child by Health Services personnel or designee during school hours. According to Senate Bill 376, any student in grades K-8 may not take any medications home from school. Parents must pick up medications from school. Parents can authorize, in writing, that someone 18 years or older may pick up the medication. Students will not be allowed to transport medications to or from school for any reason, as per Indiana Law and FCS guidelines.	USE OF MEDICATIONS The administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or the child requires medication to benefit from his/her educational program. Before any medication or treatment may be administered by school personnel to any student during school hours, the Board shall require the written prescription from the child's physician for all prescription drugs accompanied by the written authorization of the parent. In the case of nonprescription drugs, preparations, or remedies, a written authorization from the parent must be on file in the office of the principal. All medications must be brought to the school nurse's office by a parent or guardian. Only prescription medication in its original container; labeled with the students name, date, and exact dosage will be administered. Parents may administer medication to their child in the presence of Health Services personnel or designee once the above criteria are met. Parents must give written authorization for medication to be administered to their child by Health Services personnel or designee during school hours. Medication that is possessed by a school for administration during school hours or at school functions for a student may be released to: 1. The student's parent or guardian; 2. An individual who is at least eighteen years of age and designated in writing by the student's parent or guardian to receive the medication; or 3. The student, if the student's parent provides written permission for the student to receive the medication.
Please note also that dates, letterhead, locations of programs, and/or contacts have been updated.	

General Information
Title IX - Nondiscrimination on the Basis of Sex in Education Programs or Activities

2266 – **NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES Introduction**

The School Board of the Franklin Community School Corporation (hereinafter referred to as "the Board" or "the Corporation") does not discriminate or tolerate harassment on the basis of sex in its education programs or activities which it operates or the employment therein or admission thereto, as required by Title IX of the Education Amendments of 1972 and its implementing regulations. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits Sexual Harassment. When the Corporation has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Members of the Corporation Community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. Third Parties who engage in Sexual Harassment also are subject to the disciplinary sanctions listed in this policy. The Board will provide persons who have experienced Sexual Harassment supportive measures/ongoing remedies as reasonably necessary to restore or preserve access to the Corporation's education programs and activities.

Coverage

This policy applies to all 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 grounds immediately before, during, or immediately after school hours; in any school program or activity taking place in school facilities, on school transportation, or at any other off-campus locations, such as school-sponsored field trips or a training program; or using property or equipment provided by the school, including school-owned computers and the school's computer network.

Except as provided above, this policy does not apply to Sexual Harassment that occurs off school grounds, in a private setting, and outside the scope of the Corporation's education programs and activities; such Sexual Misconduct/Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws, and/or Employee/Administrator Handbook(s) if committed by a Corporation employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the Corporation's education programs or activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student or by Board policies and administrative guidelines, applicable State and/or Federal laws, and/or Employee/Administrator Handbook(s) if committed by a Corporation employee.

TITLE IX (STUDENT) SEXUAL HARASSMENT ALLEGATION PROCEDURE

General Policy Statement and Scope

Complaints that fall under this section are sexual harassment complaints in which a student is either the Complainant (alleged victim) or Respondent (alleged harasser).

The term "sexual harassment" as used in this procedure shall mean conduct on the basis of sex, including, but not limited to failure to conform to stereotypical notions of masculine or feminine traits such as:

A. a Corporation employee conditioning the provision of an aid, benefit, or service of the Corporation on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
B. unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Corporation's education program or activity; or

C. "sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

1. "Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

a. Rape is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. Attempted rape is included.
b. Sodomy is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
c. Sexual Assault with an Object is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
d. Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
e. Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
f. Statutory Rape is sexual intercourse with a person who is under the statutory age of consent as defined by State law.
g. Consent refers to words, actions, inactions, or any other conduct that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.
h. Incapacitated refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

2. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:

a. a current or former spouse or intimate partner of the victim;
b. a person with whom the victim shares a child in common;
c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or

e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

3. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
4. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

The term "consent" as applicable to this procedure shall mean an individual voluntarily agreeing, by words or actions, to the proposal of another individual. An individual may be incapable of consent due to mental or physical incapacitation. The vast majority of Corporation students are incapable of giving consent to sexual contact, because Indiana law generally establishes the age of consent as 16.

The Corporation is committed to promptly responding to reports of sexual harassment. All reference to "days" within these procedures shall mean instructional days. The procedures described below may be subject to temporary delays based on good cause (e.g., law enforcement involvement, absence of a party, witness, or advisor, translation or accommodation needs) with written notice to both parties explaining the reason for the delay.

Title IX Coordinator(s) The Board designates and authorizes the following individual(s) to oversee and coordinate the Corporation's Title IX compliance. Inquiries about the application of Title IX and its regulations may be referred to the Title IX Coordinator.

Title IX Coordinator
998 Grizzly Cub Drive, Franklin, IN 46131
317-346-8700
titleix@franklinschools.org

The Title IX Coordinator is responsible for monitoring and ensuring compliance with all non-discrimination and anti-harassment law. The Title IX Coordinator shall document all reports of discrimination or harassment and establish a protocol for recordkeeping. Nothing in this procedure shall supersede or substitute an employee's other mandatory reporting obligations including, but not limited to, reporting suspected child abuse and neglect and bullying.

The Title IX Coordinator shall report directly to the Superintendent except when the Superintendent is a Respondent. In such matters, the Title IX Coordinator shall report directly to the Board of School Trustees. Questions about this policy should be directed to the Title IX Coordinator.

Grievance Process

. The Corporation's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before the imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent. All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will receive training regarding topics related to this process, including: the definition of sexual harassment, the scope of the Corporation's education program and activity, and how to conduct these grievance procedures.

All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will objectively evaluate all relevant evidence – both inculpatory and exculpatory. Further, no credibility determination will be based on a person's status as a Complainant, Respondent, or witness.

Consistent with the law, the Corporation will presume the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. **The Corporation will utilize the preponderance of the evidence standard when determining responsibility.** The Corporation will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. Further, questions or evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions or evidence are offered to prove that someone other than Respondent committed the conduct alleged by the Complainant or to prove consent.

Report of Sexual Discrimination/Harassment

Anyone who believes that a student or staff member has possibly been the target of sexual harassment should immediately report the situation to an appropriate staff member such as a teacher, counselor, administrator, or the Title IX Coordinator. Any person may report sex discrimination, including Sexual Harassment, in person, by mail, by telephone, or by electronic mail, using the contact information for the Title IX Coordinator. **Any employee who has reason to believe that a student or staff member has been the target of sexual harassment must report the behavior to their building level leader, such as a principal.** If a Corporation employee fails to report an incident of Sexual Harassment of which the Corporation employee is aware, the Corporation employee may be subject to disciplinary action, up to and including termination.

The Corporation accepts anonymous reports submitted using the STOPit website. However, anonymous reports may hamper the Corporation's ability to respond to allegations of sexual harassment.

The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Board employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment.

The Board does business with Third Parties who are not students or employees of the Board. Notwithstanding any rights that a given Third-Party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or

Third Party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any Third Party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct and the Employee/Administrator Handbook.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies and/or administrative guidelines, the applicable Student Code of Conduct, or Employee/Administrator Handbook(s).

Response to a Report and Supportive Measures

Upon receipt of a report, the Title IX Coordinator must promptly, usually within two (2) days, contact the Complainant to discuss the availability of supportive measures.

Supportive measures are non-disciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent. Such measures are designed to restore or preserve equal access to the Corporation's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Corporation's educational environment, or deter sexual harassment.

Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, leaves of absence in the case of employees, increased security and monitoring of certain areas of the campus, and other similar measures.

In addition to discussing the availability of supportive measures, the Title IX Coordinator will also consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. The Title IX Coordinator will make contact with the Complainant in person, via phone, or via a virtual meeting in order for the Complainant to ask questions. If the Complainant is a student under the age of eighteen, the student's parent will be contacted simultaneously.

A "formal complaint" is a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting the Corporation investigate the allegation(s) of sexual harassment.

Even in instances where a Complainant chooses not to file a formal complaint, supportive measures may continue at the discretion of the Title IX Coordinator.

The Title IX Coordinator may decide to sign a formal complaint to investigate the allegation(s) of sexual harassment against the wishes of the Complainant where moving forward without an investigation would be unreasonable. Such circumstances may include, but are not limited to, reports that indicate multiple Respondents, the involvement of a Corporation employee, and/or continued sexual harassment of the Complainant and others.

While there is on deadline by which a Complainant must file a formal complaint, the Corporation encourages Complainants to submit a formal complaint within ten (10) days of meeting with the Title IX Coordinator. In instances where enough time has passed that the Corporation cannot gather evidence, the Corporation may not be able to investigate.

The Corporation will offer supportive measures to a Complainant who is the subject of an anonymous report. However, should a Complainant desire to initiate the grievance process, the Complainant cannot remain anonymous or prevent the Complainant's identity from being disclosed to the Respondent.

Emergency Removal

Subject to limitations and/or procedures imposed by State and/or Federal law, the Corporation may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purpose of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any individual (including self) before or at any time during the proceedings described herein, that justifies removal. If the Corporation determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. See Policy 5605 – Suspension and Expulsion of Students with Disabilities, Policy 5610 – Suspension and Expulsion of Students, Policy 5611 – Due Process Rights, and Policy 5620 – Court Assisted Resolution of Suspension and Expulsion.

An emergency removal does not affect or modify any rights a student receiving special education may have under the IDEA, Section 504, or the ADA.

If the Respondent is a non-student employee, the Corporation may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the Corporation Community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

Notice

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice of the following to the parties (to the extent known) containing the following information:

A. notice of the Board's grievance process, including any informal resolution processes;
B. notice of the allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include: the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident, if known. The written notice must:

1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence;
3. inform the parties of any provision in the Student Code of Conduct, this policy, and/or Employee/Administrator Handbook that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of the investigation, additional allegations are uncovered and therefore investigated, the Corporation will provide a supplemental notice of the additional allegations to the parties whose identities are known.

Dismissal and Consolidation

In certain instances, the Corporation may dismiss or consolidate formal complaints. Such instances of dismissal include, but are not limited to, when the alleged conduct, even if true, would not constitute sexual harassment, when the Respondent is a non-student or non-employee of the Corporation, or when a Complainant notifies the Title IX Coordinator they would like to withdraw the formal complaint. A dismissal does not preclude the Corporation from taking action under another provision of the applicable code of conduct, board policy, and/or employee handbook. If a formal complaint is dismissed, the Corporation will promptly inform the parties of the reason for dismissal and the right to appeal.

Further, the Corporation may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

Informal Resolution Process

Upon receipt of a formal complaint and after providing sufficient notice to the parties, the Corporation may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the allegations.

The Corporation may not require the parties to participate in the informal process, but instead must obtain the parties' voluntary, written consent to participate.

The informal process is not available to resolve allegations that an employee sexually harassed a student. Further, at any time during the informal process any of the parties may end the informal process and initiate the investigation and determination process.

Investigation of a Formal Complaint of Sexual Harassment

Unless the Corporation dismisses a formal complaint or the parties resolve a formal complaint through the informal process, the Corporation will investigate the allegations of sexual harassment and make a determination regarding responsibility.

The burden of proof and collection of evidence rests with the Corporation. To that end, the Title IX Coordinator, in conjunction with a designated building-level leader, will conduct an investigation.

The means of investigating a formal complaint include, but are not limited to, Complainant, Respondent, and witness interviews and review of documentation. The parties shall have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Corporation will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. Evidence or information related to the allegations under investigation may not be discussed by the parties, except with their chosen advisors. The parties may not substantially disrupt the educational environment. Absent extenuating circumstances, the collection of evidence for an investigation should conclude within thirty (30) days.

The parties may be accompanied to any meeting or proceeding related to the investigation by an advisor of their choice, who may be, but is not required to be an attorney. Apart from a union representative accompanying an employee who is a party, employees are discouraged from serving as advisors to students.

Advisors may not be present on behalf of the party they accompany and should request or wait for a break in the meeting if they wish to interact with the Title IX Coordinator or building level leader. Advisors may confer quietly with parties as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the party and their advisors should ask for a break or step out of the meeting. An advisor who disrupts the process will receive one warning, after which if continued disruption occurs the advisor will be removed from the meeting/proceeding. In such an event, the parties will be given the opportunity to reschedule and be accompanied by another advisor.

When the Title IX Coordinator and building level leader have completed their collection of evidence, they will provide both parties with an equal opportunity to inspect and review any evidence obtained that is directly related to the allegations raised in the Formal Complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

The parties and any advisors must execute the provided non-disclosure agreement before they may receive the evidence for review. Following execution of the non-disclosure agreement, the Title IX Coordinator and/or building level leader will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) calendar days to submit a written response, which the Title IX Coordinator will consider prior to completion of the investigative report.

At the conclusion of the investigation, the Title IX Coordinator and building level leader shall create an investigative report that fairly summarizes relevant evidence. At least ten (10) days prior to the time of determination, the Title IX Coordinator and building level leader will send the report in an electronic format or a hard copy to each party and the party's advisor, if any, for their review and written response.

Determination of Responsibility

Generally, the [SCHOOL OFFICIAL TITLE] shall serve as the decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigative report has been sent to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, each party will be afforded the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-

up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

The process of written questions and follow-up questions should generally take thirty (30) days or less. Within a reasonable time period following the written questions, the decision-maker will issue a written determination regarding responsibility applying the preponderance of evidence standard.

The written determination will include the following content:

A. identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;
B. a description of the procedural steps taken;
C. findings of fact supporting the determination;
D. conclusions regarding the application of the applicable code of conduct to the facts;
E. a statement of, and rationale for, the result as to each allegation, and
F. the procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

The decision-maker will provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

Remedies

Where, following the formal or informal process, the Corporation determines a Respondent responsible for sexual harassment, the Corporation shall provide remedies designed to restore or preserve equal access to the recipient's education program or activity. Such remedies may include supportive measures and/or discipline up to and including expulsion. The Corporation's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process and procedures, the Superintendent (or the Title IX Officer if the Superintendent is the Respondent) may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

Appeal

Following the decision-maker's determination regarding responsibility, either party may appeal to the designated governing body representative. An appeal should be submitted in writing within ten (10) days of the party's receipt of the determination. Note, appeals will only be considered if based on one of the following:

A. procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);
B. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter; or
C. the Title IX Officer, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter. and

Both parties shall have five (5) days after the submission of an appeal to submit a written statement in support of, or challenging the decision-maker's determination. The governing body representative will issue a written decision describing the result of the appeal and the rationale for the result within forty-five (45) days. The governing body representative's decision will be provided simultaneously to the parties.

Nothing herein shall prevent the Superintendent (or the Board when the Superintendent is the Respondent) from imposing any remedy, including disciplinary sanction, while the appeal is pending.

Retaliation

The Corporation prohibits retaliation against persons who report, testify, assist, or participate or refuse to participate in any manner in an investigation, proceeding, or hearing. Retaliation includes intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX..

Complaints alleging retaliation may be filed according to the grievance process set forth above.

Confidentiality

The Corporation will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA's regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the Corporation's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

Record-keeping

The Corporation will maintain records from an investigation, determination, appeal, and informal resolution for seven (7) years.

Reports otherwise required by Law

These procedures do not affect or alleviate mandatory reporting required by state or federal law- for example, reporting of suspected child abuse or neglect to law enforcement or Department of Child Services.

Legal
I.C. 31-33-5-1
I.C. 20-33-8
20 U.S.C. 1092(F)(6)(A)(v)
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Act of 2004 (IDEA), as amended
20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)
34 C.F.R. Part 106
34 U.S.C. 12291(a)(10)
34 U.S.C. 12291(a)(8)
34 U.S.C. 12291(a)(30)
42 U.S.C. 1983
42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964
42 U.S.C. 2000d et seq.
42 U.S.C. 2000e et seq.
OCR's Revised Sexual Harassment Guidance (2001)

PARENT VOLUNTEERS

In Franklin Community Schools we love having parents and guardians volunteer at school, chaperone on field trips, or visit for lunch. Any person who wishes to chaperone a field trip must follow the classroom teacher's process for signing up to chaperone and paying for the entrance fee (if there is one) to the field trip, and complete a criminal history background check. Background checks must be completed online no later than two weeks prior to the event in which you plan to participate. If you are selected as a volunteer candidate, the school will provide instructions for completing the background check. Chaperones for field trips may NOT bring younger siblings/children on field trips. Not every field trip will require parent chaperones, and often we need to limit the number of chaperones based on the type of field trip.

VISITORS AT SCHOOL

Each time a person visits a school for a reason that has the person proceed past the main office and into the school, it is necessary to provide a driver's license or valid state identification to follow our check-in procedures and background check procedures in our main offices. Some school business can be accomplished by leaving items in our secure vestibules for us to pick-up later as well. The school offices will determine how and when to admit guests into our schools' offices and into our schools.

PARENT/TEACHER CONFERENCING

We encourage parent involvement and communication with our school. If you need to conference with your child's teacher, please call ahead to schedule a time that is best for both of you.

FRANKLIN COMMUNITY SCHOOLS CUB ACADEMY PRESCHOOL

Franklin Community Schools offers a paid preschool program at Union, Needham, and Webb Elementary Schools (locations subject to change). Our preschool program is called Cub Academy and offers both full day and half day options. Please visit www.franklinschools.org or call Mrs. Katie Smith at 317-346-8200 for more information. You can also email Mrs. Smith at smithk@franklinschools.org.

BEFORE AND AFTER SCHOOL CARE

Franklin Community Schools, in partnership with The Boys and Girls Clubs of Johnson County, also offers an affordable before and after school care option for parents called Cub Care.

This program is offered at all five elementary schools and for CBIS students. Cub Care is available from 6 AM until school starts, and also from school dismissal until 6:00 PM each school day. For more information on this program, you can contact Cub Care at 317-739-7546 or via email at ssahm@bgcf.net.

NO SMOKING POLICY

Franklin Community Schools are committed to the health of its students and employees. In order to provide a healthy learning and working environment and to fulfill the responsibility as an educational facility, the Board of School Trustees has adopted the following policy, revised 7/06

SMOKING WILL NOT BE PERMITTED ON ANY PROPERTY OF THE FRANKLIN COMMUNITY SCHOOLS

This policy also applies to e-cigarettes and vaping products of any kind.

CONFEDERATE FLAG

In keeping with the Franklin Community Schools Guiding Principles, the Confederate flag is prohibited in and around all school buildings and grounds.

Approved by the FCS School Board of Trustees on August 10, 2020

EMERGENCY CLOSING INFORMATION

All of the schools in the Franklin Community Schools will be open on all regularly scheduled days unless closed by the Superintendent of Schools because of an emergency. When the schools are confronted with an emergency, such as extreme road conditions, mechanical failures, energy shortages, or other unforeseen difficulties which may necessitate the closing of school for an entire day, an announcement will be given to radio and television stations prior to 6:15 AM and repeated at regular intervals thereafter. Also, the school corporation will utilize its automated parent contact system, Facebook, website, and Twitter to rapidly contact families. Please make sure your contact information is up-to-date with your child's school so that you receive this information. Please also "like" your school's and the district's Facebook pages.

HOMEWORK POLICY

Our definition of "homework": School assignments to be completed outside of regular school hours. Our staff is committed to assigning homework practices that conform to the following:

1. Appropriate to student's age, capabilities, and home conditions with consideration to a student's time commitments for families, community, and extra-curricular activities.
2. Reasonable in terms of total amount of homework assigned to students during any one time period.
3. Specific in terms of school expectations of student's work and directly related to content or subject being studied.
4. Understood by the appropriate staff members, students, and parents.
5. Committed to the improvement of student scholarship.
6. Consistent with curriculum goals and objectives.
7. Flexible in application to the diversity of individual situations.

As a general rule, teachers will allow one day to make up work for every day a student is absent. Of course, there are always exceptions to the rule, especially if you make special arrangements with the teacher. If your child's absence is unexcused, we take the position that no additional time will be allowed for make-up purposes.

ACADEMIC INTEGRITY

All assignments, quizzes, tests, papers, and other graded work are to be the product of the individual student being evaluated unless the teacher has specifically stated otherwise. If in the judgment of the instructor, a student uses artificial intelligence (AI) and/or another person's work and presents it as the student's own, the student will be given a failing grade for the specific assignment. Similarly, students who allow another student to copy their work for purposes of deception will be given a failing grade for the work.

DISTRICT GRADING SCALE

The Franklin Community Schools have adopted a corporation-wide grading scale:

90-100% = A
80-89% = B
70-79% = C
60-69% = D
0-59% = F

REPORT CARDS

Parents have access to the online parent portal throughout the school year to access grades, attendance information, and current progress on assignments. At the end of each grading period report cards are also available in the parent portal. The link for this online access is found on each school's website, and instructions are sent home to create a log-in. Parents can also have a daily or weekly email digest emailed for added convenience. Any difficulties or questions can be directed to the school office.

HONOR ROLL

Students in grades 3 and 4 are eligible for the Honor Roll each nine week grading period. There are two honor rolls: an "A" honor roll where students have received all A's on their report card, and an "A/B" honor roll where students have received all A's and B's on their report card.

PARTY INVITATIONS AT SCHOOL

Please work with your child's teacher to coordinate passing out any party invitations at school to try to avoid any hurt feelings or distractions at school.

CLASSROOM PARTY OR BIRTHDAY TREATS

Parents should check with the classroom teacher ahead of time to organize any snacks or classroom parties. The classroom teacher will decide if and how to have a snack daily, as well as how and when to have classroom parties such as birthday parties. For classroom parties or snacks, all food should be store-purchased and still be sealed when provided to the classroom teacher, and all ingredients need to be listed on the package.

VISITORS AT RECESS

For supervision reasons, no parents, guests, or visitors are allowed to attend recess with students without prior approval from the building principal.

ARRIVAL AT SCHOOL AND PARENTS WALKING STUDENTS TO CLASS

For school safety and to maintain a safe and orderly arrival at school, parents should refrain from parking and walking their child into school or to their classroom after the first week of school. Children start their day quicker and easier when they walk to their classrooms independently. Parents should either have their children ride the school bus to school, or utilize the car rider lines at their child's school for arrival each day. Parents should follow each school's procedures for arrival at school.

OUTDOOR RECESS POLICY
It is always best for our students to enjoy as much physical activity during the school day as possible, and with this information in mind, outdoor recess is an important part of each child's school day. Our elementary schools use the following guidelines to make a determination about going outside to recess during the winter months:
If the weather "feels like" 20 degrees and above (considers wind chill factor), then we will have outdoor recess. Students should wear appropriate winter coats, gloves/mittens, hats, and/or scarves will be expected. Medical conditions must have appropriate documentation from the doctor to deviate from the normal recess plan. Also, rain, lightning, slick conditions, or other outdoor hazards could cancel outdoor recess as well.

ELECTRONICS AT SCHOOL
Electronics such as mobile phones, portable video games, iPods, smart watches, etc. are at risk of being stolen or broken and it is recommended that these devices be left at home. In the case that a device must be brought to school, it must be stored in the student's backpack and not accessed during the school day or at after school activities such as clubs or Cub Care.

PETS AT SCHOOL
Due to allergies, health issues, and liability, no pets are allowed at school. Individual classrooms may have classroom pets as approved by the principal. The only outside animals allowed in the classrooms are service animals such as a seeing-eye dog, school district therapy dogs, or police K9. The school board policy on this issue will be followed.

EMERGENCY DRILLS
Fire drills: Once a month, in accordance with Indiana Code, our elementary schools will hold a fire drill. We do this to practice and remind ourselves of the proper procedures that must be followed in the event of a real fire. These procedures are in place to assure for the maximum amount of safety. The teachers will go over specifics of the procedures, but two rules are for everyone: walk at all times and no talking.
Disaster drills: at least 4 times during the school year we will be practicing tornado and earthquake drills. Both can be a fact of life here in the Midwest. We have not had an earthquake in many years, but we will be prepared in the event of one. Severe weather is always a threat, especially in the spring. Again, the teachers will go over the specifics, but the same two rules apply.
Lockdown drills: we will have lockdown drills at least twice during the school year

PROMOTION AND RETENTION
The awarding of marks and decisions relative to promotion or retention of students is the sole and serious responsibility of their respective teachers and principal. It is very important that parents be consulted and well informed at an early date when retention is advisable. Every effort should be made to encourage parents to visit the school and confer regarding their children.
Elementary school principals are authorized, with the approval of the superintendent of schools, to place any student in grades K through 4 at a grade level which is commensurate with the child's abilities, training, and social development so as to be conducive to the child's success in school. The parents or guardians of any child whose grade level needs to be altered should be advised of this in a personal conference. If an agreement cannot be obtained for an immediate change, the principal may do so after the child has attended school for at least four weeks and the evaluations of the grading period(s) indicate that the need for the change in grade level placement still exists.

REPORTING TO THE INDIANA DEPARTMENT OF CHILD SERVICES (DCS)
Indiana Code, and also our school board policy, dictates that all school employees are mandatory reporters of any suspected child abuse or neglect. All FCS employees must report any suspicions of abuse or neglect to the DCS hotline immediately, or be in violation of Indiana Code and school board policy. Indiana DCS will then follow their processes and procedures on each report. Should DCS choose to investigate the report, they may decide to talk with the child at school. We will follow our school board policy if that occurs, which includes offering to call parents and offering to stay in the room with the child. DCS can decide, using their process, if parents are notified first and if they would like a school representative in the room during the interview. All aspects of DCS's work are confidential and often the school does not learn of the outcome or findings of any DCS report.

Attendance Policy
(aligns with FCS School Board policy C175 & guidelines C175-R1)

The School Board requires all students enrolled in the schools and programs it offers to attend school regularly in accordance with the laws of the State. The Board's educational program is predicated upon the presence of the student and requires continuity of instruction and classroom participation. The regular contact of students with one another in the classroom and their participation in a well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose.

Research shows that regular attendance correlates with high achievement; for this reason, FCS has determined that

students may incur no more than 10 absences. All absences, excused or unexcused, count toward this limit. Exempted absences are not included in this limit.

"Attendance" as used in this guideline shall mean to be physically present in a school or at another location where the Board's education program being offered at the times established by the Board and teacher is being conducted.

EXCUSABLE REASONS (Must be reported within 24 hours)
The Corporation accepts only the following as excusable reasons for absence from school.
An excuse for absence from school may be approved for one (1) or more of the following reasons or conditions:

A. Professional Appointments (i.e. doctor, dentist, therapist)
   Proper documentation as outlined in this policy will be required (see below)
B. Personal Illness
   The principal may require a doctor's confirmation (after 2 consecutive days per absence) if s/he deems it advisable.
C. Out of School Suspension
D. Death in the Immediate Family
E. Required Court Attendance
F. Observance of a Bona Fide Religious Holiday
G. Recovery from a Documented Accident
H. Military Connected Families' Absences Related to Deployment & Return
I. Such other good cause as determined by law (I.C. 20-8.1-3-18 and Policy #C175)

PROFESSIONAL APPOINTMENT REQUIREMENTS
Notice of appointment will be required upon return to school. The documentation must contain the following to be considered an acceptable absence:

- Name of Student
- Date and Time of Appointment
- Return date to School
- Any limitations and their duration

Failure to produce documentation within 3 days may result in a violation of this policy. Absences that do not accumulate against this guideline include field trips and/or college visits.

UNACCEPTABLE REASONS FOR ABSENCE (K-6)
Any absence from school not authorized or in violation of this policy is considered unacceptable.
Elementary

A. All absences must be reported to the school office. A parent/guardian must call the school to report the absence by 9:00 a.m.
B. Upon the fifth unexcused absence within a 10 week period, a parent/guardian will receive an attendance letter informing him/her of the number of unexcused absences from school. Per Senate Bill 282, families are required to conference with school administrators at this time. An attendance plan will be developed and should be followed.
C. Upon the tenth absence and thereafter, failure to provide documentation from a physician will be considered to be in violation of this policy. On the tenth absence, a letter is issued from the school as verification of the student's attendance at school. All absences, excused or unexcused, count toward this 10-day limit. Per Senate Bill 282, an affidavit will be filed with the prosecutor's office for students accumulating 10 unexcused absences.
D. Upon the fifteenth absence, the school will send a notice to Johnson County Community Corrections and DCS for further action. Parents/guardians will be notified as well.
E. Upon the accumulation of 18 unexcused absences, per Senate Bill 282, the student's attendance data will be submitted to the prosecutor's office.

TARDINESS
The prompt arrival of students prepares them for success the entire day. Students who report late to school must check in at the main office to obtain admittance to the building.

A. When a student has reached his/her 5th tardy, a letter is sent from the school notifying the parent.

PRE-ARRANGED ABSENCES

Pre-arranged absences will be considered an unacceptable absence and subject to the 10 day rule in all three school levels. Prior to the absence, parents are expected to notify the school of the absence.

CERTIFICATE OF INCAPACITY

If a parent does not send his/her child to school because of the child's illness or mental or physical incapacity, it is unlawful for the parent to fail or refuse to produce a certificate of the incapacity for an attendance officer within six (6) days after it is demanded. The certificate required under this requirement shall be signed by an Indiana physician or by an individual holding a license to practice osteopathy or chiropractic in this state or by a Christian Science practitioner who resides in Indiana and is listed in the Christian Science Journal.

APPOINTMENTS DURING THE SCHOOL DAY

If it is necessary for your child to leave school during the school day, parents are asked to notify the teacher and the office by note or phone. This is to ensure that they are ready to leave and will minimize disruption to the classroom. If for any reason the parent will not be picking up the child in person, they should notify us as to whom to expect. All persons picking up students must report to the office to sign the child out of school. We will call for the student on the intercom while you are signing him/her out. This is primarily for safety reasons in order to protect your child, and to keep disruptions at a minimum. The academics of our students are very important. Please make every effort to schedule appointments during non-school hours.

PARENT NEEDING TO SPEAK WITH STUDENTS DURING THE SCHOOL DAY

If you need to see your child between the hours of 7:40 a.m. and 2:25 p.m., the following will occur:

- Sign in at the front office.
- Your child will be called down from his/her classroom to meet you in the office.
- Sign out at the office when finished.

Following this procedure will cut down on the number of classroom interruptions during instructional and learning time during the school day.

ATTENDANCE AWARDS

The Franklin Community Schools wishes to recognize students with outstanding attendance habits. Each school will establish a program recognizing those students that are exceptional in their school attendance.

REPORTING SAFETY CONCERNS

We encourage students, parents, and families to communicate with us when concerns arise regarding school safety or the safety of any child. This includes harassment, intimidation, bullying, or threatening behavior. We would prefer that this communication be done by directly contacting the school staff member who would best be able to handle the concern. Students could also use the STOPit anonymous reporting app available on the Franklin Community Schools website.

Student Health and Clinic Information

HEALTH CLINIC GUIDELINES FOR SCHOOL EXCLUSION

1. **Oral temperature of 100.4° F or more**
   Students with a temperature of 100.4° F or more will be sent home. The student should be fever free and fever reducing medicine free for 24 hours before returning to school. If the fever persists for 2 days, even without other symptoms, a physician should be consulted.
2. **Conjunctivitis (pink eye)**
   If pink eye is suspected, students should be examined by a health care provider and approved for readmission to school, or remain home until the affected eye is clear and free of purulent drainage.
3. **Impetigo**
   Impetigo is a bacterial skin infection characterized by pus filled red bumps that form on the face (particularly around the nose and mouth) or on the extremities. Diagnosis and treatment is required by a physician. Students should be kept home until 24 hours after initiating antibiotic therapy. Draining lesions should be adequately covered at all times with a dry dressing.
4. **Scabies**
   Diagnosis and treatment is required by a physician. Students may return the day after treatment.
5. **Head Lice (Pediculosis)**
   Students found with head lice will need to be picked up immediately from school. After treatment and upon returning to school, the student will be examined by the school nurse. If no live lice are found, students may return to school.
6. **Active Vomiting or Diarrhea**
   Students should be symptom free for 24 hrs. before returning to school.
7. **Undiagnosed rash, if fever is present**
   Diagnosis and treatment from a physician is recommended. Student should be symptom free for 24 hrs before returning to school.
8. **Chicken Pox (Varicella)**
   Students must be excluded from school until all vesicles become dry or lesions have faded.
9. **Shingles**
   Students may remain at school only if the site of outbreak can be kept covered and dry.
10. **Strep Throat**
    If a strep culture is positive, the student may return to school 24 hours after antibiotic therapy is initiated and is fever free.
11. **Pertussis (Whooping Cough)**
    Diagnosis and treatment is required by a physician. Students may return to school after the first 5 days of antibiotic therapy have been completed.
12. **MRSA**
    MRSA skin infections require diagnosis and treatment by a physician. Students with an abscess, boil, sore or skin lesion that is draining may remain at school only if the area can be kept covered and dry with a bandage. Any student with a draining skin eruption that cannot be contained and kept dry with a bandage will be excluded from school until cleared by a physician.

USE OF MEDICATIONS

The administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or the child requires medication to benefit from his/her educational program.

Before any medication or treatment may be administered by school personnel to any student during school hours, the Board shall require the written prescription from the child's physician for all prescription drugs accompanied by the written authorization of the parent. In the case of nonprescription drugs, preparations, or remedies, a written authorization from the parent must be on file in the office of the principal.

All medications must be brought to the school nurse's office by a parent or guardian. Only prescription medication in its original container; labeled with the students name, date, and exact dosage will be administered. Parents may administer

medication to their child in the presence of Health Services personnel or designee once the above criteria are met. Parents must give written authorization for medication to be administered to their child by Health Services personnel or designee during school hours.

Medication that is possessed by a school for administration during school hours or at school functions for a student may be released to:
1. The student's parent or guardian;
2. An individual who is at least eighteen years of age and designated in writing by the student's parent or guardian to receive the medication; or
3. The student, if the student's parent provides written permission for the student to receive the medication.

INFORMATION ON MENINGOCOCCAL DISEASE
Indiana law requires each year that parents/guardians be informed about "meningococcal disease and its vaccines" (IC 20-30-5-18).

Meningococcal disease is a dangerous disease that can strike children and youth. The disease can progress rapidly and within hours of the first symptoms, may result in death or permanent disability including loss of hearing, brain damage and limb amputations. Symptoms of meningococcal disease often resemble the flu and can include a fever, headache, nausea and stiff neck, making the disease difficult to diagnose. The bacteria that cause meningococcal diseases are transmitted through air droplets and by direct contact with an infected person. Fortunately, there is an immunization available and the U.S. Centers for Disease Control and Prevention (CDC) recommends routine meningococcal immunizations at 11 to 12 years of age. This immunization is commonly called Menactra. Johnson County Health Department has this immunization available for free to those individuals who are eleven to eighteen years old and do not have health insurance that provides coverage for immunizations. To obtain this immunization please call the Johnson County Health Department for an appointment at 317-346-4368, or speak with your healthcare provider.

IMMUNIZATIONS
Indiana State law requires that parents or guardians of school age children enrolling in a school system for the first time submit one of the following types of information:

1. Documentation that the child is fully immunized.
2. Documentation that immunizations have been started with a schedule for completion.
3. An authorization for the new school to receive medical records from a prior school.
4. A written objection to immunizations due to religious or medical reasons.

For a complete listing of the immunizations required for your child, please visit http://www.in.gov/isdh/17094.htm or contact your child's school.

In accordance with Indiana law, please be advised that your child cannot be permanently enrolled and may be denied the opportunity to attend school unless written information of the type listed above has been provided to the school on or before the first day of school. The purpose of this law is to keep our school children healthy in order to take full advantage of the provided educational opportunities.

MEDICAL SCREENINGS
The following tests are given throughout the school year. If you do not want your child tested, you must return a signed, written statement to the school office as soon as possible.

Hearing Screening: In order to identify students with hearing losses, hearing tests will be given to all students in first and fourth grades, students transferred from other school districts, students suspected of having hearing losses, and students enrolled in speech therapy. If your child does not fall in to one of the above categories, and you would like to have him/her tested, please notify the school office. The hearing screenings are given throughout the school year. If you do not want your child tested, you must return a signed, written statement to the school office as soon as possible each school year.

Vision Screening: Students in Kindergarten, 3rd grade, and referrals, will be given a vision screening (not an eye exam) during the school year by a nurse.

Discipline Policies

School officials may find it necessary to discipline students when their behavior interferes with school purposes or educational functions of the school corporation. In accordance with the provisions of I.C. 20-33-8, administrators and staff members may take the following actions:

1. REMOVAL FROM CLASS OR ACTIVITY - TEACHER:
    a. An elementary teacher may remove a student from the teacher's classroom or activity for a period of up to one (1) school day if the student is assigned regular or additional work to be completed in another school setting.
    b. If a teacher removes a student from class under a above, the principal may place the student in one of the following settings: another appropriate class, another appropriate setting, or in-school suspension. The student may not be placed back into the original class until the principal has a meeting with the teacher, the student, and the student's parents to determine an appropriate behavior plan for the student. If the parents do not attend this meeting within a reasonable time, the principal may place the student in another class or educational setting.
2. SUSPENSION FROM SCHOOL - PRINCIPAL: A school principal (or designee) may deny a student the right to attend school and/or take part in any school function for a period of up to 10 school days.
3. EXPULSION: A student may be expelled from school for a period no longer than the remainder of the current semester plus the following semester. In cases where the student is being expelled for possession of a firearm, a destructive device, or a deadly weapon, the maximum length of the expulsion period is listed under the Grounds for Suspension and Expulsion, Section C and Section D.

GROUNDS FOR SUSPENSION OR EXPULSION:

The grounds for suspension or expulsion listed in Section A below apply when a student is:

a) On school grounds immediately before, during, and immediately after school hours and at any other time when the school is being used by a school group (including summer school);
b) Off school grounds at a school activity, function, or event; or
c) Traveling to or from school or a school activity, function, or event.

A violation by a student of a rule listed in Sections A and B is subject to a range of disciplinary consequences imposed by teachers or administrators intended to be progressive in nature and move to a more serious consequence with each violation of the same or similar rule. In recognizing that violations of certain rules and the resulting consequences will be dependent upon the age of the student, the number of prior violations and the severity of the violation, the principal of each building level shall develop the minimum and maximum consequences for each rule for their building that is to be approved by the board annually and published in the student handbook for each building. The appropriate consequence should be the least severe that will adequately address any danger to the student and other persons, prevent further disruption of activities, and promote student achievement.

A. Student Misconduct and/or Substantial Disobedience

Grounds for suspension or expulsion are student misconduct and/or substantial disobedience. The following rules define student misconduct and/or substantial disobedience for which a student may be suspended or expelled:

1. Using violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or other conduct constituting an interference with school purposes, or urging other students to engage in such conduct. The following enumeration is only illustrative and not limited to the type of conduct prohibited by this rule:
    a. Occupying any school building, school grounds, or part thereof with intent to deprive others of its use.
    b. Blocking the entrance or exits of any school building or corridor or room therein with intent to deprive others of lawful access to or from, or use of the building, corridor, or room.
    c. Setting fire to or damaging any school building or school property.
    d. Prevention of or attempting to prevent by physical act the convening or continued functioning of any school or education function, or of any meeting or assembly on school property.
    e. Intentionally making noise or acting in any manner so as to interfere with the ability of any teacher or any other person to conduct or participate in an education function.

2. Engaging in any kind of aggressive behavior that does physical or psychological harm to another person or urging of other students to engage in such conduct. Prohibited conduct includes coercion, harassment, hazing, or other comparable conduct.
3. Engaging in violence and/or threat of violence against any student, staff member, and/or other persons. Prohibited violent or threatening conduct includes threatening, planning, or conspiring with others to engage in a violent activity.
4. Causing or attempting to cause damage to school property, stealing or attempting to steal school property.
5. Causing or attempting to cause damage to private property, stealing or attempting to steal private property.
6. Causing or attempting to cause physical injury or behaving in such a way as could reasonably cause physical injury to any person. Self-defense or reasonable action undertaken on the reasonable belief that it was necessary to protect oneself and/or another person is not a violation of this rule.
7. Threatening or intimidating any person for any purpose, including obtaining money or anything of value.
8. Threatening (whether specific or general in nature) injury to persons or damage to property, regardless of whether there is a present ability to commit the act.
9. Failing to report the actions or plans of another person to a teacher or administrator where those actions or plans, if carried out, could result in harm to another person or persons or damage property when the student has information about such actions or plans.
10. Possessing, handling, or transmitting a knife or any object that can reasonably be considered a weapon, is represented to be a weapon, or looks like a weapon.
11. Possessing, using, transmitting, or being affected by any controlled substance, prescription drug, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, intoxicant or depressant of any kind, or any paraphernalia used in connection with the listed substances. Also prohibited is the consumption of any of the stated substances immediately before attending school or a school function or event. ***Low THC Extract as defined by state law is excluded from this rule.***
    a. Exception to Rule 11: a student with a chronic disease or medical condition may possess and self-administer prescribed medication for the disease or condition if the student's parent has filed a written authorization with the building principal. The written authorization must be filed annually. The written authorization must be done by a physician and must include the following information:
        i. That the student has an acute or chronic disease or medical condition for which the physician has prescribed medication.
        ii. The nature of the disease or medical condition requires emergency administration of the prescribed medication.
        iii. The student has been instructed in how to self-administer the prescribed medication.
        iv. The student is authorized to possess and self-administer the prescribed medication.
12. Possessing, using, or transmitting any substance which is represented to be or looks like a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant, depressant, or intoxicant of any kind.
13. Possessing, using, transmitting, or being affected by caffeine-based substances other than beverages, substances containing phenylpropanolamine (PPA), stimulants of any kind, or any other similar over-the-counter products.
14. Possessing, using, distributing, purchasing, or selling tobacco or nicotine-containing products of any kind or in any form. These products include e-cigarettes, vaping devices, any type of look-alike products or other related products or devices associated with tobacco or nicotine use or electronic nicotine delivery systems.
15. Offering to sell or agreeing to purchase a controlled substance or alcoholic beverages.
16. Failing to comply with directions of teachers or other school personnel during any period of time when the student is properly under their supervision, where the failure constitutes an interference with school purposes or an educational function.
17. Failing to completely and truthfully respond to questions from a staff member regarding school-related matters including potential violations of the student conduct rules or state or federal law.
18. Falsely accusing any person of sexual harassment, or of violating a school rule, and/or a state or federal law.
19. Engaging in any activity forbidden by the laws of Indiana that constitutes an interference with school purposes or an educational function.
20. Aiding, assisting, agreeing or conspiring with another person to violate these student conduct rules or state or federal law.

21. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, and wrongfully obtaining test copies or scores.
22. Taking, recording, displaying and/or distributing pictures (digital or otherwise), video or audio recordings without the consent of the student or staff member in a situation not related to a school purpose or educational function.
23. Possessing sexually-related materials which include images displaying uncovered breasts, genitals, or buttocks.
24. "Sexting" or using a cell phone or other personal communication device to possess or send text or email messages containing images reasonably interpreted as indecent or sexual in nature. In addition to taking any disciplinary action, phones will be confiscated and any images suspected to violate criminal laws will be referred to law enforcement authorities.
25. Engaging in pranks or other similar activity that could result in harm to another person.
26. Using or possessing gunpowder, ammunition, or an inflammable substance.
27. Violating any board policy or administrative rules that are reasonably necessary in carrying out school purposes or an educational function, including, but not limited to:
    a. engaging in sexual behavior on school property;
    b. engaging in sexual harassment of a student or staff member;
    c. disobedience of administrative authority;
    d. willful absence or tardiness of students;
    e. engaging in speech or conduct, including clothing, jewelry or hair style, that is profane, indecent, lewd, vulgar, or refers to drugs, tobacco, alcohol, sex, or illegal activity;
    f. violation of the school corporation's acceptable use of technology policy or rules;
    g. violation of the school corporation's administration of medication policy or rules;
    h. possessing or using a laser pointer or similar device.
28. Possessing or using an electronic device (e.g. cellular phone, tablet computer, pager, digital camera, electronic equipment) in a manner which constitutes an interference with a school purpose or educational function, an invasion of privacy, or an act of academic dishonesty, or is profane, indecent, or obscene. In addition to being disciplined, students who use an electronic device in a manner which is inconsistent with this rule may have the device confiscated by school administration. Such device will be returned to the parent.
29. Possessing or using on school grounds during school hours an electronic device, a cellular telephone, or any other telecommunication device, including a look-a-like device, in a situation not related to a school purpose or educational function or using such device to engage in an activity that violates school rules. This rule is not violated when the student has been given clear permission from a school administrator or a designated staff member to possess or use one of the devices listed in this rule. In addition to being disciplined, students who use an electronic device in a manner which is inconsistent with this rule may have the device confiscated by school administration. Such device will be returned to the parent.
30. Any student conduct rule the school building principal establishes and gives notice of to students and parents.

B. Bullying

1. Bullying committed by students toward other students is strictly prohibited. Engaging in bullying conduct described in this rule by use of data or computer software that is accessed through **any computer, computer system, computer network, or cellular telephone or other wireless or cellular communication device,** is also prohibited.
2. For purposes of this rule, bullying is defined as overt, unwanted, repeated acts or gestures, including verbal or written communications or images transmitted in any manner including electronically or digitally, physical acts committed, aggression, or any other similar behaviors that are committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted student and create for the targeted student an objectively hostile school environment that:
   - places the targeted student in reasonable fear of harm to the targeted student's person or property;
   - has a substantially detrimental effect on the targeted student's physical or mental health;
   - has the effect of substantially interfering with the targeted student's academic performance; or
   - has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities, and privileges provided by the school.
3. This rule may be applied regardless of the physical location of the bullying behavior when a student committing bullying behavior and the targeted student attend a school within the school corporation and disciplinary action is

reasonably necessary to avoid substantial interference with school discipline or prevent an unreasonable threat to the rights of other students to a safe and peaceful learning environment.

4. Any student or parent who has knowledge of conduct in violation of this rule or any student who feels he/she has been bullied in violation of this rule should immediately report the conduct to the *[school administrator]* who has responsibility for all investigations of student misconduct including bullying. A student or parent may also report the conduct to a teacher or counselor who will be responsible for notifying the *[school administrator]*. This report may be made anonymously.
5. The principal or designee shall investigate immediately all reports of bullying made pursuant to the provisions of this rule. Such investigation must include any action or appropriate responses that may be taken immediately to address the bullying conduct wherever it takes place. The parents of the bully and the targeted student(s) shall be notified on a regular, periodic basis of the progress and the findings of the investigation and of any remedial action that has been taken.
6. The principal or designee will be responsible for working with the school counselors and other community resources to provide information and/or follow-up services to support the targeted student and to educate the student engaging in bullying behavior on the effects of bullying and the prevention of bullying. In addition, the school administrator and school counselors will be responsible for determining if the bullying behavior is a violation of law required to be reported to law enforcement under Indiana law based upon their reasonable belief. Such determination should be made as soon as possible and once this determination is made, the report should be made immediately to law enforcement.
7. False reporting of bullying conduct as defined in this rule by a student shall be considered a violation of this rule and will result in any appropriate disciplinary action or sanctions if the investigation of the report finds it to be false.
8. A violation of this rule prohibiting bullying may result in any appropriate disciplinary action or sanction, including suspension and/or expulsion.
9. Failure by a school employee who has a responsibility to report bullying or investigate bullying or any other duty under this rule to carry out such responsibility or duty will be subject to appropriate disciplinary action, up to and including dismissal from employment with the school corporation.
10. Counseling, corrective discipline, and/or referral to law enforcement will be used to change the behavior of the perpetrator. This includes appropriate intervention(s), restoration of a positive climate, and support for victims and others impacted by the bullying.
11. Educational outreach and training will be provided to school personnel, parents, and students concerning the identification, prevention, and intervention in bullying.
12. All schools in the corporation are encouraged to engage students, staff and parents in meaningful discussions about the negative aspects of bullying. The parent involvement may be through parent organizations already in place in each school.
13. The superintendent or designee will be responsible for developing detailed administrative procedures consistent with the Indiana Department of Education guidelines for the implementation of the provisions of this rule.

C. Possessing A Firearm or A Destructive Device

1. No student shall possess, handle or transmit any firearm or a destructive device on school property.
2. The following devices are considered to be a firearm under this rule: any weapon that is capable of expelling, designed to expel, or may readily be converted to expel a projectile by means of an explosion.
3. For purposes of this rule, a destructive device is: an explosive, incendiary, or overpressure device that is configured as a bomb, a grenade, a rocket with a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, a Molotov cocktail or a device that is substantially similar to an item described above,
   a type of weapon that may be readily converted to expel a projectile by the action of an explosive or other propellant through a barrel that has a bore diameter of more than one-half inch, or
   a combination of parts designed or intended for use in the conversion of a device into a destructive device.

A destructive device is NOT a device that although originally designed for use as a weapon, is redesigned for use as a signaling, pyrotechnic, line throwing, safety, or similar device.

4. The penalty for possession of a firearm or a destructive device: suspension up to 10 days and expulsion from school for at least one calendar year with the return of the student to be at the beginning of the first semester after the one year period. The superintendent may reduce the length of the expulsion if the circumstances warrant such reduction.
5. The superintendent shall immediately notify the appropriate law enforcement agency when a student engages in behavior described in this rule.

D. Possessing A Deadly Weapon

1. No student shall possess, handle or transmit any deadly weapon on school property.
2. The following devices are considered to be deadly weapons for purposes of this rule:
   -a weapon, taser or electronic stun weapon, equipment, chemical substance, or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury;
   -an animal readily capable of causing serious bodily injury and used in the commission or attempted commission of a crime; or
   -a biological disease, virus, or organism that is capable of causing serious bodily injury.
3. The penalty for possession of a deadly weapon: up to 10 days suspension and expulsion from school for a period of up to one calendar year.
4. The superintendent shall immediately notify the appropriate law enforcement agency when a student engages in behavior described in this rule.

E. Unlawful Activity

A student may be suspended or expelled for engaging in unlawful activity on or off school grounds if 1) the unlawful activity may reasonably be considered to be an interference with school purposes or an educational function, or 2) the student's removal is necessary to restore order or protect persons on school property. This includes any unlawful activity meeting the above criteria that takes place during weekends, holidays, other school breaks, and the summer period when a student may not be attending classes or other school functions.

F. Legal Settlement

A student may be expelled if it is determined that the student's legal settlement is not in the attendance area of the school where the student is enrolled.

LEGAL REFERENCES: I.C. 20-33-8 I.C. 35-31.5-2-86
I.C. 35-47.5-2-4 I.C. 35-47-1-5

STUDENT DRESS CODE

Good common sense should prevail when it comes to considering what types and styles of clothing should be worn to school. Your child's attire and appearance at school must not cause a distraction in the learning environment. All of our elementary schools are climate controlled, so this plays a part in proper student dress. We ask that swim suits, halter tops, spaghetti straps, short shorts, and outfits that expose bare midriffs not be worn to school. Any articles of clothing that have profane, obscene, lewd, vulgar, and/or gang related designs or meanings are not permitted. Tobacco and/or alcohol slogans, designs, or meanings are not permitted. Hats, caps, and bandanas may not be worn in the building. It is recommended that all children wear safe shoes for recess activities, such as running, climbing, etc. Flip flops and other unsafe shoes are not permitted because students have recess daily and PE weekly. If sandals are worn, they need to be robust with secure strapping for athletic activities.

STUDENT SEARCHES

The principal, or another member of the administrative staff designated in writing by the principal and acting at the direction of the principal, may search the person of a student during any school activity if the principal has reasonable suspicion to believe that the student has on or about his or her person items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an educational function, or items which are forbidden by State Law or School Rules. Searches of the person of a student shall be limited to:

- searches of the pockets of the student
- any object in the possession of the student such as a purse, back pack, briefcase, or gym bag, and/or,
- a "pat down" of the exterior of the student's clothing

Searches of the person of a student which require removal of clothing other than a coat, jacket, or shoes shall be referred to a law enforcement officer in accordance with this policy. Searches of the person of a student shall be conducted in a private room by a person of the same sex as the student being searched. At least one but not more than three additional persons of the

same sex as the student being searched shall witness but not participate in the search. At the request of the student to be searched, an additional school employee of the same sex as the student, designated by the student, and then reasonably available on school premises, shall witness the search. The parent or guardian of any student searched shall be notified of the search as soon as reasonably possible, but prior notification to and consent by the parent or guardian is not required prior to conducting a search based upon reasonable suspicion.

Transportation Discipline

The Franklin Community Transportation Department prides itself on the safe and efficient delivery of all students to their intended destination. In order to make this possible we have outlined below the expectations for all students who have chosen to ride our buses. While bus transportation is for most students a privilege, we are pleased to host students who assist us in providing a safe and enjoyable riding experience.

BUS RULES AND PROCEDURES
All school rules apply while the student is on any FCS sponsored bus. Violation of any school rules may result in disciplinary action.

EXPECTATIONS
To enhance student safety it is expected that all students:

1. Will sit in a forward facing position with legs, arms, feet, and head inside the bus and out of the aisle while the bus is in motion.
2. The students will sit in the seat assigned to them by the driver. The driver reserves the right to change or adjust the student's assigned seat as he/she deems appropriate.
3. Profane language, obscene gestures or loud and boisterous language are prohibited.
4. If a school bus is equipped with seat belts, students must wear them for the duration of bus ride or face disciplinary action.
5. Will not stand, swing, climb, or jump on the bus seat. Also, students are not to switch seats while the bus is in motion.
6. Will not open bus windows more than half way at any time.
7. Will not sit in the driver's seat or operate any of the school bus controls.
8. Will not eat, drink, or chew gum while on the bus.
9. Will enter and exit only by the front door (unless otherwise instructed by the driver).
10. Will not brush their hair or use hygiene products such as hair spray, perfume, nail polish, lip stick, make-up, etc. while on the bus.
11. Will not bring glass containers on the bus such as glass jars, pop bottles, etc.
12. Will not bring skate boards, animals, insects, or plants on the bus.
13. Will keep personal items such as books, pencils, toys, etc. in their book bags.
14. Will make sure that cell phones are on vibrate while riding on the school bus.
15. Students are not allowed to leave the bus without the driver's permission at any time.
16. The students will obey the driver's instructions when crossing the road, boarding, during transport, or leaving the bus.
17. Students must board and leave the bus at the student's regular bus stop location unless given prior permission by the Transportation Department. The Transportation Department will direct the school to issue a bus pass when permission is granted. This is for all grades K-12.
18. Possession or use of the following are prohibited: tobacco, guns, knives or other dangerous weapons, alcohol, illegal drugs, explosives, fireworks, matches, cigarettes, or lighters.
19. Intimidation or harassment of the Driver and/or students is prohibited.
20. Transportation of Large Articles-The size of items should be such that it can be carried on the student's lap or on the floor of the bus under the seat in front on the student's seat. In either case, it will not extend beyond or above the height of the seat in front of the student (approximately 39").
21. will not record video or take pictures while on the school bus without driver permission. The student may use devices such as mobile phones or tablets as long as it is not a distraction to the driver or is being used in a way that is deemed inappropriate according to the FCS Acceptable Use Policy.
22. Students should arrive at their bus stop 5 minutes prior to the scheduled pick-up time.

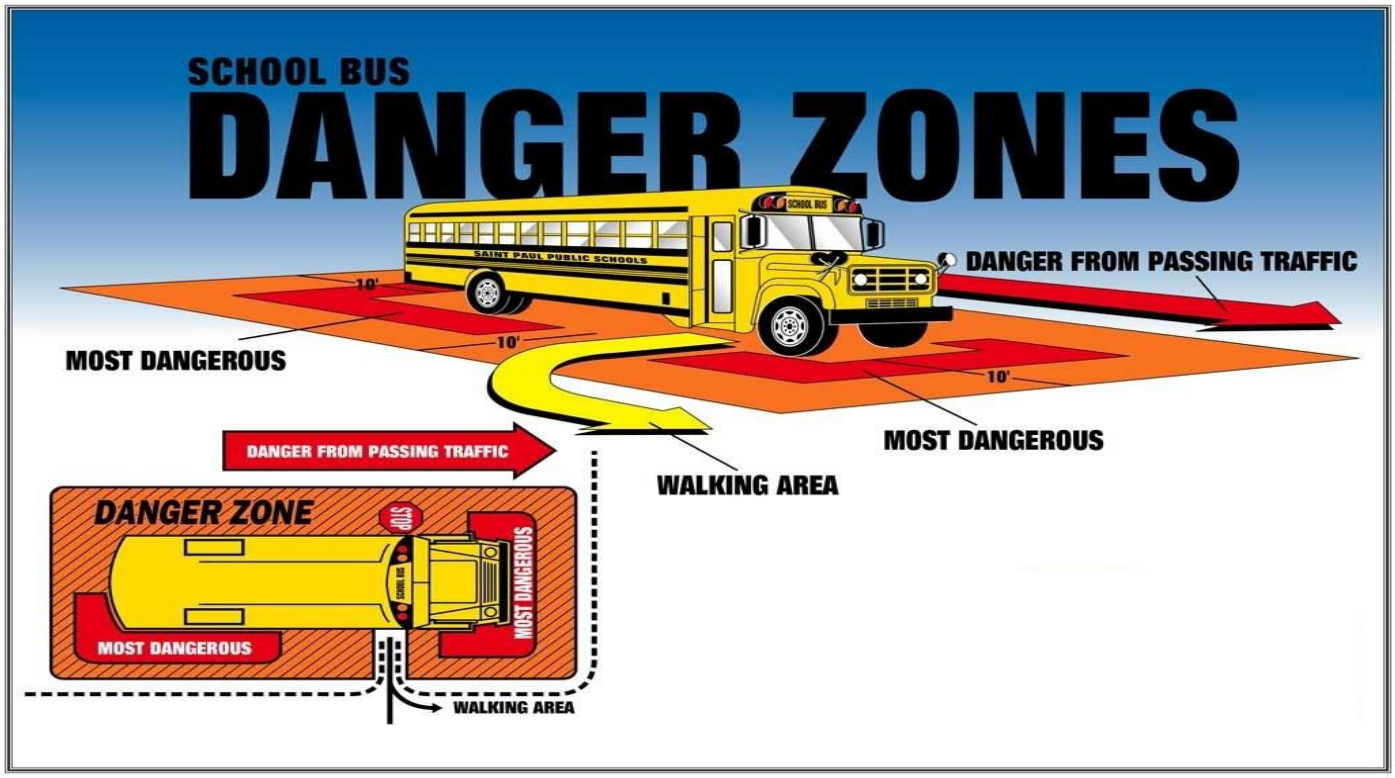
When a student is suspended from one Franklin Community Schools school bus, he/she is suspended from ALL Franklin Community Schools school buses.

SEATBELT USAGE
If the school bus that a child is riding on has seatbelts, it is an expectation that the student properly wear the seatbelt at all times without exception. Not wearing the seatbelt can result in an immediate bus suspension.

SCHOOL BUS TRANSPORATION IS A PRIVILEGE AND CAN BE SUSPENDED IF THESE RULES ARE NOT FOLLOWED.
If you have questions or concerns related to the expectations and guidelines listed above, please contact the Director of Transportation or building administration.

KNOW THE DANGER ZONES

- Every child must know the DANGER ZONES around the school bus.
- Children should never enter the DANGER ZONE.
- If a child must cross the street, make sure he/she makes eye contact with the driver and wait for the driver to signal before they cross in front of the bus.
- The 10 Giant Step Rule is a good measurement for children to identify the DANGER ZONE around the school bus, particularly when crossing in front of the bus.



School Breakfast and Lunch Information

School meal prices are available on our website. You may deposit lunch money online, anytime via the Family Portal, or you can pay into your child's lunch account using a check, written to your child's school, or by sending in cash in an envelope marked with your child's name. All cafeteria purchases are to be prepaid before meal service begins. Parents/guardians may make deposits to student accounts by sending cash or a check to the building the student attends or by using the on-line site Family Portal, located at https://franklincommunity.familyportal.cloud

PROCEDURE FOR STUDENT MEAL ACCOUNTS
It is the responsibility of the parents and/or guardians of each child to provide for their lunch on a daily basis, and there are options as to how this may be done.

(1) Meals may be purchased at the school on a daily basis;
(2) Meals may be provided at a "free" or "reduced" rate as a result of applying and qualifying for free/reduced lunches through the National School Lunch Program. If your child is approved for free meals and you elect to send a "sack" lunch and milk is desired, there will be a charge for milk. Please be sure that there is money in the child's account for milk purchases.
(3) a "sack" lunch may be brought from home
Families are required to pay for meal services provided for their child prior to approval for the free/reduced lunch/breakfast program. Families also must pay for food items not covered by the school lunch program, including extra milk and/or milk to go with sack lunches brought from home.

If your child was on free or reduced price meals for the 2023-2024 school year, he/she will continue as such for the first 30 school days, and then meals will become full pay if a new application has not been completed and returned. You must complete a new application each school year. You may complete an on-line application at the https://franklincommunity.familyportal.cloud/ site or your child can bring home a new form the first week of school. These forms MUST be completed and returned to the office as soon as possible in order for your child to remain on free or reduced price meals for the 2025-2026 school year. Families who qualify for free/reduced lunches are subject to income verification to confirm that they are eligible for the program.

Student meal accounts are tracked by a computerized cash register system that records all student deposits and sales. Students, Parents, or Guardians may request meal histories from the food service manager or director, and may review the student's account balance, monitor the account transactions, and deposit money by creating an account in the Family Portal. If there is a question on the account balance, please contact the Food Service Office.

You are asked to make all checks payable to the school your child attends. If you have children attending several different schools, you may write just one check so long as you outline how you want the check funds to be divided among the students. Deposits are added before and after meal service so as to not interfere with student meal service. Deposits may be made at any time on the Family Portal, at https://franklincommunity.familyportal.cloud// On-line deposits will post to the student's account in real time. A fee of $2.85 per $100 transaction is added for on-line deposits.

No extras or a la carte items may be charged at any time. Low balance notices will be sent home up to 2 times a week informing parents when their child's account has a balance of $9.00 or less. Most low balance and negative balance notices are sent through an e-mail notification. If there is no email address on file for the parent(s)/guardian(s), a letter will be mailed home. Please notify your school if your e-mail address changes during the school year. If a student has a negative balance, once funds are deposited, the negative balance will be deducted first from the deposit.

Student lunch money account balances are carried over from school year to school year and between Franklin schools when a student transfers. Parents must request refunds at the end of the year, or when a student transfers out of the district. A Request for Refund form can be found on the Franklin Schools website, www.franklinschools.org under Departments/Food Services. A completed form should be forwarded to the Food Service Director. Negative account balances and NSF for lunches must be paid in full when a child withdraws from Franklin Community Schools.

FRANKLIN COMMUNITY SCHOOLS FOOD SERVICE REFUND PROCEDURE

Refund of Student Meal Account Balance Procedure

- Any balance for current students returning to the district for the next school year will be retained in the account and will remain available for the new school year.
- Students leaving the district or graduating have the following options for any balance left in the account:

(1) The money in student accounts will be refunded upon written request. A "Refund Request Form" can be found on and printed from the website. The completed form should be submitted to the Food Service Office, 998 Grizzly Cub Drive,
Franklin, IN 46131, or emailed to edwardsel@franklinschools.org. A check will be processed and sent to the individual making the request. The check may take up to 6 weeks for processing.
(2) Account balances may be transferred to a younger sibling's account. Transfers may be requested by calling the Food Service Office at 317-346-8720 or by emailing edwardsel@franklinschools.org.
(3) Account balances may also be donated to Franklin Community Schools' Lunch Angel Fund to be used for students in need. This may be requested by calling the Food Service Office at 317-346-8720 or by emailing edwardsel@franklinschools.org.

Any funds left unclaimed by June 15th of the current school year will become the property of the Franklin Community School Corporation/Food Service.

EATING LUNCH WITH YOUR STUDENT

We love to have parents and guests eating lunch with their children! All visitors who wish to have lunch with a student must follow our office procedure for checking in and as a part of that process will need to provide a current driver's license or state identification. Any visitor other than a custodial parent who wishes to have lunch with a child should make sure to have parent permission. Please call ahead, or let your child's teacher know, by 9 AM for a reservation so that we have enough meals prepared for our students and visitors. Then, please sign in at the main office and the office staff will direct you where to meet your child for lunch. Please be sure to follow your child's school procedures to have lunch at school.

Elementary Food Service Managers:

	Creekside Elementary School	317-346-8846
Kristine Gott	Needham Elementary School	317-346-8377
Melinda Patton	Northwood Elementary School	317-346-8949
Peggy Riggles	Union Elementary School	317-346-8279
Belinda Williams	Webb Elementary School	317-346-8316

Connect Your Child to Our Community

Franklin Parks and Recreation Department
Franklin Cultural Arts and Recreation Center at 474 E. South St., Franklin 317-736-3689 Mon-Fri 8am-4pm (office)
Recreational activities from the arts to athletics offered year-round for all ages. City pool opens in the summer. Fees vary with the activity offered.

Franklin Boys and Girls Club
101 N. Hurricane St. Franklin 317-736-3695
Mon-Thurs 2-8pm, Fri 2-6pm, Summer hours Mon-Fri 10am-4pm
Offers a variety of social, recreational and educational activities for children and youth 6-18. (Bus transportation may be available from your school; check with the Boys and Girls Club.)

Girls Inc.
200 E. Madison St., Franklin 317-736-5344
After school program for girls 6-18. 2:30-6:00 school year,
Summer hours 9am-5pm (extended hours available)
Plenty of fun activities and summer field trips/pool time. (Bus transportation may be available from your school; check in office.)

4-H Clubs, Purdue Cooperative Extension Service
80 S. Jackson Franklin 317-736-3724 8-4:30 office hours
Offers a variety of activities for youth enrolled in grades 1-12 including workshops, leadership development activities, arts and crafts, livestock and gardening projects and others. Call for further information on how to join the fun.

Johnson County Public Library-Franklin
401 S. State St. Franklin 317-738-2833 9-8pm M-Thur. Fri 9-6pm
Sat. 9-5 and Sun. (Sept.-May only) 1-5pm Library cards are free.
Books, videos, C.D.'s, cassettes, audio books to borrow, computer access, and various activities offered to enhance interest in reading and learning.

Johnson County Parks and Recreation Department
Just 8 miles south of Franklin, North of Camp Atterbury off Hwy 252.
812-526-6809 8-4 Mon-Fri and 8-noon Sat. office hours
Offers Class A and primitive tent camping, picnic areas, and many family activities throughout the year. Fitness trails, live bait fishing, hiking, radio control flying field, and golf driving range. Hoosier Horse Park facility located within the park. Beach area at Cottonwood Lake opens 11-6pm Memorial Day-Labor Day

Franklin Community School Corporation Acceptable Use Policy (AUP) and Guidelines

1. Statement of Corporation Policy:
Franklin Community School Corporation ("Corporation") believes accessing content on the Internet is essential to fully prepare students for their careers and life. The goal in providing access to the Internet and other technology to staff and students is to promote educational excellence by facilitating instruction, collaboration, innovation, and communication. The Corporation's students and employees (collectively "Users") accessing the Internet are representing the Corporation and therefore have a responsibility to use the Internet in a productive manner that meets the ethical standards of an educational institution.
It is the joint responsibility of students, parents, and employees of the Corporation to assure the appropriate and effective use of technology to both enhance the quality of student learning and the efficiency of Corporation operations. The smooth and reliable operation of the Corporation's technological resources is dependent upon the proper conduct of the end users who must adhere to stated policies.
Use of any and all technological resources is a privilege, not a right, and as such, users take seriously the responsibilities associated with this user agreement. Inappropriate use may result in a cancellation of some or all privileges and/or other appropriate discipline. The Corporation reserves the right to read, print, delete, store, or use any transmission on this system at its discretion and grants permission to use this system for educational purposes only.
2. **Scope of Use:**
To ensure that students receive a quality education in an intellectually stimulating environment, both during in-person learning and virtual/eLearning learning, it is the goal of the Corporation to provide all students with access to a variety of technological resources. All technological resources shall be used in accordance with any and all Corporation policies as well as local, state, and federal laws governing the usage of technology and its component parts. All users shall use the provided technological resources so as not to waste or abuse, interfere with or cause harm to other individuals, institutions, or companies.
This policy applies to all technology provided by the Corporation as well as the personal devices of Users. This includes, but is not limited to, telephones, cellular devices, digital media players, tablets, laptop and desktop computers and work stations, direct radio communication, Internet access, voice mail, e-mail, text messaging, direct messaging through device applications, facsimile transmission and receipt, artificial intelligence, including language-generation tools and large language models, and any computer based research and/or communication. 3.
Definition of Terms Used:
"Confidential information" means information that is declared or permitted to be treated as confidential by state or federal law, including the Family Education Rights and Privacy Act ("FERPA"), or Corporation policy or guideline on access to public records.
"Proprietary information" means information in which a person or entity has a recognized property interest such as a copyright.
"Personal device" includes cell phones, smart phones, laptops, tablets, handhelds or any other device that is not the property of the Corporation but is used at school or a school activity, or connected to Corporation technology by a wired or wireless link.
"Technology" means computers and computer systems, public and private networks such as the Internet, artificial intelligence, including language-generation tools and large language models, phone networks, cable networks, voice mail, e-mail, telephone systems, copiers, fax machines, audio-visual systems, cellular devices, tablets, laptop and desktop computers, direct radio communications, text messaging, direct messaging through device applications, and similar equipment as may become available.
"User" means a Corporation employee, student, volunteer, or other person authorized to use Corporation technology. 4.
Ownership of Corporation Technology and Information:
The technology provided by the Corporation and all information stored by that technology is at all times the property of the Corporation. Documents and other works created or stored on the Corporation technology are the property of the Corporation and are not the private property of the user. This includes all information created using technology and/or placed on a website, blog, and/or other storage device. 5.
Conditions and Standards for Responsible Use of Technology:
a. Responsible use of technology is ethical, academically honest, respectful of the rights of others, and consistent with the Corporation's mission. Technology should be used by students to learn and communicate in correlation with the curriculum while under a teacher or supervisor's direction. Student owned personal devices and Corporation technology shall be used by students under teacher supervision with the purpose of improving instruction and student learning.
b. Users will become familiar with and comply with all expectations of the Corporation for the responsible use of Corporation technology as communicated in school handbooks, school Corporation policy, and other communications and standards concerning the use of Corporation technology.
c. Users shall NOT use the Technology to: Access, create, send or receive, store, or display obscene materials; create or send threatening or libelous communications or communications which include vulgar, abusive, or otherwise inappropriate language; access or use other individuals' accounts, information, or files without permission; access websites, files, or other information or resources using passwords not specifically assigned to themselves; wantonly waste corporation resources;

damage, disable, or otherwise disrupt the operation of the network; or violate any local, state, or federal statutes, including but not limited to copyright law. Users shall not send, receive, view, or download materials that are harmful to minors, as defined by I.C. 35-49-2-2, on Corporation technology.

d. Users must respect and protect the privacy and intellectual property rights of others and the principles of their school community. The IT Services Staff are the only individuals authorized to select, adopt, and allow the use of Technology, hardware, software, and web-based resources for Users, including resources for website creation, multimedia projects, presentations, and other collaborations. The IT Services Staff in consultation with the Superintendent's other designees will select resources based upon online safety, coordinated professional development, and informed technical support. If a teacher or student desires to use an alternate resource, they must make a request to the IT Services Staff via the established process. Further, Users shall not alter, delete, or destroy data, information, or programmatic instructions contained in or on Corporation technology without permission from the IT Services Staff. Personally generated files and documents may be deleted by the User who created them, unless they may include propriety information, a student's personally identifiable information, and/or information potentially subject to litigation.

e. Any recording made on school grounds or during instructional time, whether in-person or virtual, may be subject to copyright laws and the protection of the privacy rights of others, including personally identifiable information about a student protected by the Family Education Rights and Privacy Act ("FERPA"). Where IT Services Staff or other Corporation staff have reasonable suspicion that a recording, data, or image was made in violation of this Policy, such item may be confiscated by Corporation staff. Any use of a recording device to invade the privacy of another person will result in sanctions for the person making the recording.

f. Users must notify IT Services Staff if they have violated the conditions established for the use of Corporation technology or have witnessed or become aware of another user misusing Corporation technology. Users shall be responsible for noting and reporting any inappropriate use of Corporation technology in violation of Corporation policy or conduct standards including threats, bullying, harassment, or communications proposing or constituting a violation of the law or the Student Code of Conduct.

g. If a user creates a password, code or encryption device to restrict or inhibit access to electronic mail or files, the user will provide access to that information when requested to do so only by the user's supervisor, or the IT Services Staff. This includes personal technology brought to or accessed during the work or student day or at a school activity including bus transportation. The IT Services Staff or a designee shall be authorized to override any password, code or encryption device to access the technology. Users shall not use Corporation technology anonymously or use pseudonyms to attempt to escape from responsibilities under this policy, regulations, or the law. h.

Creation of an account, access to a new application, or any other initial use of software or technological applications in the public domain (non-Corporation managed technology) must be under the supervision of a teacher, for instructional purposes, and only on school approved sites.

i. A user shall never use another user's password, or account, even with the permission from the user. Any need to have access to another user's account shall be addressed with the IT Services Staff.

j. An unauthorized attempt to log on to Corporation technology as a System Administrator may result in severe discipline including termination for employees and expulsion for students.

k. Students shall not be required to divulge personal information for access to a non-Corporation managed technology.

l. Students will be permitted access to the Internet through Corporation technology. m.

In order to comply with the Children's Internet Protection Act ("CIPA") and I.C. 20-26-5-40.5, the Board has implemented technology protection measures that protect against (e.g., filter or block)

access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors. Thus, Student use shall be filtered to minimize access to inappropriate materials. Student access to inappropriate materials despite the presence of the filter shall be reported immediately to the IT Services Staff. The filtering software shall not be disabled or circumvented without the written authorization of IT Services Staff. n.

The corporation may utilize a wide variety of third-party web-based applications in its curriculum. Although these applications are widely used by the education community and support K-12 institutions, the terms of service for many sites require explicit parental permission for children under the age of 13. The Children's Online Privacy Protection Rule permits the corporation to provide the necessary consent for educational purposes. o.

While online, student users shall not reveal personal information such as name, age, gender, home address or telephone number, and are encouraged not to respond to unsolicited online contacts and to report to a teacher or supervisor any online contacts which are frightening, threatening, or otherwise inappropriate.

p. Students, parents and staff are advised that any student connection to any Internet or network provider not under Corporation control may not be filtered to the same degree as connection through Corporation provided access. The Corporation is not responsible for the consequences of access to sites or information through resources that circumvent the Corporation's filtering software.

q. Users accessing the Internet through personal devices connected to Corporation technology must comply with this policy.

r. The Corporation may provide network access for personal devices. Physically connecting to the network via a wire or connecting to a non-designated wireless network without prior authorization from IT Services Staff is prohibited. Users connecting personal devices to Corporation technology do so at their own risk. The Corporation is not responsible for damages to hardware or software as a result of the connection of personal devices to Corporation technology.

s. Users must not knowingly cause damage to Corporation technology, including transmit a computer virus or other malware that is known by the user to have the capability to damage or impair the operation of Corporation technology, or the technology of another person, provider, or organization, nor shall a user take any action that could cause damage to Corporation technology or other Corporation property.

6. Conditions and Standards for Responsible Use of Electronic Communication:

a. Communications with students/parents/guardians, even if not using school resources, are within the jurisdiction of the Corporation to monitor as they arise out of one's position. For official Corporation business, employees are to use a Corporation email account when communicating with a student/parent/guardian via email.

b. Electronic communication between staff and students/parents/guardians should be written as a professional representing the Corporation. This includes word choices, tone, grammar, and subject matter.

c. All data stored or transmitted on Corporation computers shall be monitored. Corporation email accounts shall not be used for sending or attempting to send anonymous messages.

d. Unauthorized photos and videos of students and staff shall not be shared or posted electronically.

e. Electronic correspondence is a public record under the public records law and may be subject to public inspection.

f. The line between professional life and personal life must be clear at all times. Corporation employees should only use their Corporation account or other approved communication method (Google, Zoom, etc.) to communicate with students and/or parents and guardians, and should only communicate on matters directly related to education. Relationships associated with such educational social media accounts should only be with members of the educational community, such as administrators, teachers, students, and parents of such students.

g. All Corporation employees will be responsible for information that they make public through the use of electronic communication. Teachers are the gatekeeper for the privacy and protection of students. When other people can see your conversations with students (i.e. followers on social media), you may be endangering them and also violating the Family Educational Rights and Privacy Act ("FERPA").

7.Conditions and Standards for Responsible Use of Virtual Instruction:

a. All policies, rules, and applicable state and/or federal law apply when in virtual learning classrooms.

b. All staff and students should conduct themselves as if they are physically present in the classroom.

c. Staff shall monitor attendance to ensure student privacy.

d. Staff and students shall manage screen sharing options while conducting or participating in class.

e. Staff shall stop class if it is necessary to protect the privacy of a student or a group of students.

f. No individual, including parent(s) or guardian(s), shall record a class session unless it is a staff member and there is an educational reason for doing so and necessary permission has been obtained.

g. If an unauthorized individual is in a session, staff shall direct the outside individual or group to leave the session immediately. If they refuse to do so, staff shall end the class and start a new, private session. If a student notices an unauthorized individual present in the class, he or she should report that individual to the staff member in the meeting. The staff member should report the intrusion to IT Services Staff and administration immediately.

8. Access to Information and Investigation of Potential Violations:

a. The Corporation recognizes it may not be possible to technologically limit all Internet access to only those materials that support and enrich the curriculum according to adopted policies and reasonable selection criteria. For this reason, at the discretion of the Corporation or the Superintendent, technology protection measures may be configured to protect against access to any material considered inappropriate for students to access. Further, the technology protection measures will not purposefully be disabled at any time that students may be using the Technology to help protect against access to materials that are prohibited under the Children's Internet Protection Act and/or Corporation policy and guidelines. Any User who attempts to disable the technology protection measures will be subject to discipline. The Superintendent or his designee may temporarily or permanently unblock access to sites containing appropriate material, if access to such sites has been blocked by the technology protection measures. The determination of whether material blocked shall
be based on curriculum concerns, including the content of the material and the intended use of the material, policy concerns, network concerns, and safety concerns.

b. Users shall not have an expectation of privacy in any use of Corporation technology or the content of any communication using that technology, and the IT Services Staff or a designee may monitor their use of technology without notice to them, and examine all system activities the user participates in including but not limited to, e-mail, recorded voice and video transmissions, to ensure proper and responsible use of the Corporation's technology. Monitoring shall include the use of voicemail but shall not include monitoring a live communication between two or more parties unless at least one user is aware of the monitoring. In addition, use of Corporation technology may be subject to production pursuant to the Indiana Access to Public Records Act, Ind. Code 5-14-3.

c. A user's history of use and all data stored on or sent to or from Corporation technology shall at all times be subject to inspection by the IT Services Staff or a designee without notice to the user before or after the inspection.

d. If IT Services Staff has reasonable suspicion to believe a user has violated this policy or additional Corporation rules, the IT Services Staff or a designee may investigate to determine if a violation has occurred. If the investigation is not conducted by IT Services Staff, the results of the investigation shall be reported to the IT Services Staff by e-mail or in person, and the IT Services Staff shall take appropriate action.

e. A decision by IT Services Staff in response to an investigated allegation of a violation of this policy or additional Corporation rules may be appealed in writing to the Superintendent within five (5) calendar days. The Superintendent's decision concerning continued access to Corporation technology and any other penalty shall be final.

9. Violations of Responsible Use of Technology:

a. Violations of this policy may result in denial of further access to technology, suspension or expulsion of students, and discipline of employees including suspension or termination of employment. Such a violation by a person affiliated with a contractor or subcontractor rendering services to the Corporation may result in cancellation of the contract of the contractor or sub-contractor. A violation of this policy by parent(s) or guardian(s) may result in legal measures including, but not limited to, the following measures to ensure the safety and privacy of Users: cease communication and civil or criminal charges.

b. A user observing or learning of a violation of this policy is required to report the violation to the Executive Director of Technology or user's immediate supervisor (for employees or volunteers) or to a teacher or other school administrator (for students).

10. Social Media Use:

a. Users' personal or private use of social media, even when occurring off school property and outside school hours, may have unintended consequences that affect the school environment.

b. Social media use should be in a manner sensitive to the Student Code of Conduct and the employees' professional responsibilities.

c. The intent of this policy is not to infringe upon Users' legal rights, such as the freedom of expression, religion, and association. For example, this policy does not prohibit an employee from posting content outside the scope of their employment and on a matter of public concern. However, those rights do not include permission to post inflammatory comments and/or any statements that could compromise the Corporation's mission, constitute cyber-bullying or harassment, or cause a substantial disruption to the school environment.

Violations

: Violations of the social media use provision may result in disciplinary action (including expulsion for students or termination for employees), confiscation of the device, loss of use of Corporation technology resources, referral to law enforcement or the Department of Child Services, and the recording, data, or image made in violation may be deleted. If the Superintendent, Executive Director of Technology, or designee has reasonable suspicion to believe an employee or student has violated this policy or Corporation rules related to technology, they may investigate to determine if a violation occurred.

11. Protection of Proprietary and Confidential Information Communicated or Stored on Corporation Technology:

a. Users of the Corporation's technology are expected to protect the integrity of data, personal privacy, and property rights of other persons when using Corporation technology.

b. The practice of using distribution lists to send information shall not excuse the erroneous disclosure of confidential information. Users shall determine that distribution lists are current and review each name on any list before sending confidential information including, but not limited to, personally identifiable information about students protected by the Family Educational Rights and Privacy Act ("FERPA").

c. Users should not access confidential information in the presence of others who do not have authorization to have access to the information. Confidential information should not be left visible on the monitor when a user is away from the monitor.

d. Users should not copy, file share, install or distribute any copyrighted material such as software, database files, documentations, articles, music, video, graphic files, and other information, unless the user has confirmed in advance that the Corporation has a license permitting copying, sharing, installation, or distribution of the material from the copyright owner. Violation of the right of a copyright owner will result in discipline of a student or employee.

12. Incurring Fees for Services:

No user shall allow charges or fees for services or access to a database to be charged to the Corporation except as specifically authorized in advance of the use by IT Services Staff. A fee or charge mistakenly incurred shall be immediately reported to the IT Services Staff. Incurring fees or charges for services to be paid by the Corporation for personal use or without prior authorization of the IT Services Staff may result in discipline including suspension or expulsion of a student, or suspension or termination of an employee.

Users shall thoroughly review terms and conditions of any programs, software, or applications prior to accepting the terms and conditions. Users are responsible for ensuring the terms and conditions comply with Corporation policy and procedures and state and federal law. Users who are unsure of the terms and
conditions shall contact the IT Services Staff prior to accepting any terms and conditions. Accepting terms and conditions that violate Corporation policy or procedures or state or federal law may result in discipline as discussed within this policy.

13.Liability

Use of Technology is at the User's own risk. The system is provided on an "as is, as available" basis. The Corporation is not responsible for any damage Users may suffer. The Corporation is not responsible for the accuracy or quality of any advice or information obtained through or stored on the Corporation's system, nor is it responsible for damages or injuries from improper communications or damage to property used to access Corporation technology. The Corporation is not responsible for financial obligations arising through unauthorized use of the educational technologies or the Internet.

14. Training

All students and those staff members shall receive annual training on cyber bullying, cyber security, and appropriate responses.

47 U.S.C. §254(h)(5)(B)-(C), 254(l)
20 U.S.C. §67777(a)
47 C.F.R. §54.520(c)(1)(i)
Children's Internet Protection Act (CIPA)
I.C. 20-26-5-40.5

Title 1 School Parent Involvement Policy

Franklin Community Schools
2025-2026
Introduction:
Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities. This is to ensure:

A. That parents play an integral role in assisting their child's learning;
B. That parents are encouraged to be actively involved in their child's education at school;
C. That parents are full partners in their child's education and are included, as appropriate, in decision-making and on advising committees to assist in the education of their child.

Part 1: School Expectation Requirements

The parents of students participating in Title 1 at school agree to implement the following legal requirements:

- The Title 1 staff will put into operation programs, activities, and procedures for the involvement of Title 1 parents. These programs, activities, and procedures will be planned and operated with meaningful consultation with parents of participating children.
- The Title 1 staff and parents will jointly develop and review annually its school/parent compact. We believe the school staff and students share in the responsibilities for improved students' achievement.
- Annually, Title 1 parents will attend and participate in the district parent meeting for information on FCS Title I School's participation in the Title 1 program and to 1) explain the program requirements; and 2) their rights to be involved and to receive timely information. Also, Title 1 parents will participate in discussions regarding how Title 1 Parent Involvement funds are spent.

Part 2: Description of How the School Will Implement Required
Parent Involvement Policy Components

School will:

1. Take the following actions to involve parents in the process of school review and improvement:
    a. At a building planning session, Title 1 literacy specialists and parents of Title 1 children will review existing literacy programs, procedures, and resources in use for levels of effectiveness. Recommendations and suggestions for improvement will be elicited.
    b. At a building capacity workshop, parents of Title 1 children will be offered opportunities for continued input about improving their school's Title 1 program.
2. The School will offer flexible scheduling times for parent meetings and parent workshops.
3. When appropriate and necessary, The School's Title 1 funds may be used to pay reasonable fees for transportation and childcare to enable parents to participate in school-related Title 1 meetings and training sessions.
4. The School will provide assistance to parents of children served as appropriate, in understanding such topics as the State's academic content standards and student academic achievement standards, and how to monitor a child's progress and work with educators to improve the achievement of their children.
    a. The School will provide assistance to parents of children served by Title 1 in understanding these topics:
        - Indiana's academic content standards
        - Indiana's state assessment (ILEARN)
        - Local academic assessments (NWEA, DIBELS, etc)
        - Title 1 requirements
        - How to monitor their child's progress

    Activities:

        1. Building level workshops
        2. Student Progress Reports
        3. District Student Report Cards
        4. Title 1 newsletter information

5. Parent Teacher conferences
6. Annual Title I meeting
7. Reading specialist conferences, updates, and progress reports
8. Phone conferences

b. The School will provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training and technology use through:
    1. Building level workshops
    2. Title 1 newsletter information
    3. Northwood Family Nights
    4. Parent Teacher conferences
    5. Extended learning opportunities through parent involvement take-home activities and books.

5) It is The School's policy that information related to all school and parent programs, meetings, and other activities will be sent to the parents of participating children in a format and language the parents can understand. We will also honor requests for alternate formats, to the extent appropriate, in a language the parents can understand.

Part 3: Additional School Responsibilities Policy Components

- In order to maximize parental involvement and participation in their child's education, Title 1 meetings will be offered at different times and places.
- Parents will be asked for suggestions and recommendations for continued school program effectiveness and/or improvement including the planning, review and improvement of the school's Parent Involvement Policy. Also, they will be asked to participate in discussions relating to the education of their child. The School will respond to all suggestions and recommendations as soon as practicably possible.
- The School will coordinate and integrate parent involvement programs and activities with Head Start, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, etc., conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.
- The School will educate educators with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school.
- The School will provide other reasonable support for parental involvement activities under section 1118 as parents may request.

Part 4: Agreement

This Title 1 Parent Involvement Policy for the school will be approved and adopted in the fall of 2010. A copy of this policy will be distributed to all parents of participating Title 1, Part A children upon its approval.

Dr. David Clendening
Superintendent

Dr. Brooke Worland
Assistant Superintendent

Mrs. Tina Jobe
Chief Financial Officer

Mr. Matt Sprout
Executive Director of Technology

Mr. Benji Betts
Executive Director of Operations

Franklin Community School Corporation
Title I District Parent Involvement Policy

PART I: DISTRICT EXPECTATIONS

The **Franklin Community School Corporation** agrees to implement the following statutory requirements:

- Franklin Community School Corporation will provide activities, and procedures for the involvement of parents in all of its schools with Title I programs. Those programs, activities, and procedures will be planned and operated with meaningful consultation with parents of participating children.
- Franklin Community School Corporation will work with its schools to ensure that the required school-level parental involvement policies meet the Title I requirements, and include, as a component, a school-parent compact.
- Franklin Community School Corporation will incorporate this district-wide parental involvement policy into its district plan.
- In carrying out the Title I parental involvement requirements, to the extent practicable, Franklin Community School Corporation and its schools will provide full opportunities for the participation of parents with children with limited English proficiency, parents with children with disabilities, and parents of migratory children, including providing information and school reports in an understandable and uniform format and, including alternative formats upon request, and, to the extent practicable, in a language parents understand.
- If the corporation plan for Title I is not satisfactory to the parents of participating children, Franklin Community School Corporation will submit any parent comments with the plan when the school corporation submits the plan to the Department of Education.
- Franklin Community School Corporation will involve the parents of children served in Title I schools in decisions about how the one percent of Title I funds reserved for parental involvement is spent, and will ensure that not less than 95 percent of the one percent reserved goes directly to the schools. (Only applicable for corporations with Title I allocations greater than $500,000.)
- Franklin Community School Corporation will be governed by the following statutory definition of parental involvement, and expects that its Title I schools will carry out programs, activities, and procedures in accordance with this definition:

  Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—

  (A) *that parents play an integral role in assisting their child's learning;*
  (B) that parents are encouraged to be actively involved in their child's education at school;
  (C) that parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child;
  (D) that the district carries out other activities, such as those described in section 1118 of the ESEA.

- Franklin Community School Corporation will inform parents and parental organizations of the purpose and existence of the Parental Information and Resource Center.

PART II: REQUIRED COMPONENTS

1. Franklin Community School Corporation will take the following actions to involve parents in the joint development of its district parental involvement plan:
   - Request input, suggestions and comments regarding the district parental involvement policy during the Annual Community Meeting
   - Request input, suggestions and comments regarding the district parental involvement policy during the each Title I building's Annual Parent Involvement Meeting
   - Survey parents to request input, suggestions and comments regarding the district parental involvement policy

2. Franklin Community School Corporation will provide the following necessary coordination, technical assistance, and other support to assist Title I schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance:
    - Title I Coordinator will meet monthly with Title I Principals to provide the necessary coordination, technical assistance, and other support to assist in planning and implementing effective parent involvement activities to improve student academic achievement and school performance
    - Title I Coordinator will meet quarterly with Title I Employees to provide the necessary coordination, technical assistance, and other support to assist in planning and implementing effective parent involvement activities to improve student academic achievement and school performance
    - Title I Coordinator will review surveys and information received from parents regarding the parental involvement policies and school-parent compacts
    - Title I Coordinator will attend Title I annual parental involvement meetings to provide appropriate assistance and guidance.
3. Franklin Community School Corporation will build the schools' and parents' capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, through the following activities specifically described below:

A. Franklin Community School Corporation will, with the assistance of its Title I schools, provide assistance to parents of children served by the school district or school, as appropriate, in understanding topics such as the following, by undertaking the actions described in this paragraph -

- the state's academic content standards,
- the state's student academic achievement standards,
- the state and local academic assessments including alternate assessments,
- the requirements of Title I,
- how to monitor their child's progress, and
- how to work with educators

1. Title I buildings will provide learning sessions at a convenient time and location that focus on the state's academic content standards, as well as the Title I curriculum and program.
2. Title I buildings will provide a variety of opportunities for parents to meet with regular classroom teachers, as well as Title I Literacy Specialists to discuss and explain the state and local academic assessments including alternate assessments. These meetings will also provide information to parents regarding their child's progress
3. Regular letters and documentation will be provided to parents regarding the academic progress of their child.
4. Title I buildings will provide information in monthly newsletters surrounding the Title I program, as well as the assessments used with children to ensure increased student achievement.
5. Parents will be invited to volunteer and participate in workshops surrounding the curriculum and assessments used in the Title I program.
6. Title I Literacy Specialists, administrators and classroom teachers will provide parents with email addresses, phone numbers, and room numbers so that parents are comfortable contacting their teachers.

B. Franklin Community School Corporation will, with the assistance of its Title I schools, provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training and using technology, as appropriate, to foster parental involvement, by:

1. Title I buildings will provide learning sessions that focus on the state's academic content standards, as well as the Title I programs.
2. Title I buildings will provide a variety of opportunities for parents to meet with regular classroom teachers, as well as Title I Literacy Specialists to discuss and explain the state and local academic assessments including alternate assessments. These meetings will also provide information to parents regarding their child's progress
3. Title I Literacy Specialists, administrators and classroom teachers will provide parents with email addresses, phone numbers, and room numbers so that parents are comfortable contacting their teachers.

C. Franklin Community School Corporation will, with the assistance of its Title I schools and parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by

1. Discussing and sharing appropriate information and professional development at monthly staff meetings regarding parent involvement, more specifically how to communicate with and work with parents as equal partners.

D. Franklin Community School Corporation will, to the extent feasible and appropriate, coordinate and integrate parental involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children, by:

1. Provide Kindergarten Expectations and packets to preschools, daycares, Head Start, and other early childcare providers.
2. Meet annually with local childcare providers to discuss curriculum expectations and possible resources available for assistance.

E. Franklin Community School Corporation will take the following actions to ensure that Title I information related to the school and parent- programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand:

1. Regularly review parent comments and suggestions regarding the language of school and parent-programs to determine if a more understandable format is necessary.

4. Franklin Community School Corporation will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I schools. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The school district will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise, if necessary (and with the involvement of parents) its parental involvement policies.

1. The evaluation will be conducted at each Title I building during the second semester.
2. Parents who serve on the School Improvement Plan, Parent-Teacher Organizations, and identified Title I parents will be asked to participate in the evaluation.
3. Results of the evaluation will be used to determine any changes or additional resources needed to increase the effectiveness of the parental involvement policy.

5. Franklin Community School Corporation will take the following actions to involve parents in the process of school review and improvement:

1. Parents will be invited to participate in the Annual Parent Involvement meeting at their respective meeting where policies, compacts, and general parent involvement activities will be discussed.
2. Parents will be invited to the Annual Community Meeting to offer suggestions, recommendations or comments regarding parent involvement in buildings.
3. Parents will be surveyed anonymously to provide feedback regarding building parent involvement activities.
4. Parents will participate in the writing of the SIP, as well as the Parent Teacher Organizations in their building.

PART III: DISCRETIONARY COMPONENTS

The following list describes other activities that the school district, in consultation with its parents, may undertake to build parents' capacity for involvement in the school and school system to support their children's academic achievement:

- Provide necessary literacy training for parents from Title I, Part A funds, if the school district has exhausted all other reasonably available sources of funding for that training.
- Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions.
- Train parents to enhance the involvement of other parents.
- In order to maximize parental involvement and participation in their children's education, arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend those conferences at school.
- Adopt and implement model approaches to improving parental involvement.
- Establish a district parent advisory council to provide advice on all matters related to parental involvement in Title I, Part A programs.
- Provide other reasonable support for parental involvement activities under section 1118 as parents may request.

PART IV. STATUS

This policy was enacted by the **Franklin Community School Corporation** on **August 2013** and will be in effect for the period of **08/2024 - 08/2025**. The school district will distribute this policy to all parents of participating Title I children on or before **December 1, 2024**.

Dr. David Clendening
Superintendent

Dr. Brooke Worland
Assistant Superintendent

Mrs. Tina Jobe
Chief Financial Officer

Mr. Matt Sprout
Executive Director of Technology

Mr. Benji Betts
Executive Director of Operations

August 1, 2024

Dear Parents and Guardians:

In accordance with the Elementary and Secondary Education Act, Section 1111(h)(6) *PARENTS' RIGHT TO KNOW*, this is a notification from Franklin Community School Corporation to every parent of a student in a Title I school that you have the right to request and receive information in a timely manner regarding the professional qualifications of your student's classroom teachers. This information regarding the professional qualifications of your student's classroom teachers shall include the following:

- If the teacher has met state qualification and licensing criteria for the grade level and subject areas taught;
- If the teacher is teaching under emergency or temporary status in which Indiana qualifications and licensing criteria are waived;
- The teachers baccalaureate degree major, graduate certification, and field of discipline; and
- Whether the student is provided services by paraprofessionals, and if so, their qualifications

Franklin Community School Corporation strives to provide the most qualified professionals in the classroom. Currently, all Title I employees are qualified professionals. Any paraprofessional working with your child is in compliance with the regulations set forth by the No Child Left Behind Act. While it is highly unlikely, if at any time your student has been taught for four or more consecutive weeks by a teacher that is not highly qualified, you will be notified by the school of this information.

If you have questions or concerns, please feel free to contact me at 317-346-8700.

Sincerely,

Title I Coordinator
Franklin Community Schools

Pesticide Use at Schools Rule – 357 IAC 1-16

The purpose of Rule 357 IAC 1-16 is to minimize the potential for pesticide exposure to students at schools. This rule is put in place to establish requirements for those who apply pesticides at schools, to establish restrictions on the use and storage of pesticides at schools, to establish a record keeping requirement for pesticides applied at schools, and to establish a parent, guardian, and staff registry and notification requirement for pesticides applied at schools.

Typical facility maintenance requires the use of pesticides from time to time. Effective pest management and appropriate landscaping maintenance and turf care involve the use of pesticides. Although we are not able to eliminate the use of pesticides completely, we will make every effort possible to apply these types of products during the summer months and/or during other extended break periods.

FCS is committed to the safety of all students and staff. As part of the rule, FCS must provide 48 hours advance notice before applying pesticides. FCS will notify all registered parents, guardians, and staff members of these applications. To request notification you must register in the office at your school building. The registry will ask for your name, phone number, and email address. You may request to be added to the registry at any time during the year.

For more information please contact Benji Betts, Director of Operations, at 317-346-8741 or at bettsw@franklinschools.org.

Annual AHERA Notification

Under the Asbestos Hazard Emergency Response Act (AHERA), Franklin Community School Corporation is required to notify, in writing, all parents, guardians, and staff, on an annual basis, each school year, and file a copy of the notice in the management plan. The notice must advise that the management plan is available for inspection, without cost or restriction during normal business hours.

Notification of Asbestos Removal Projects:

1. No removal projects are planned for the 2025-2026 school year.
2. Cost estimates have been acquired for the removal of all remaining asbestos containing materials. FCS will plan future budgets to complete abatement projects.

Operations & Maintenance:

1. 6-month surveillance inspections for all buildings containing asbestos materials.
    - Union Elementary – Boiler Room, Pipe Insulation
    - Webb Elementary – Boiler Room, Floor Tile
2. Inspections were completed by Astesco Laboratory, Inc. insuring the asbestos contained in the above listed buildings remains in safe condition for the occupants of such buildings.

A look ahead:

FCSC will continue diligent efforts to manage and control existing asbestos containing materials.

If further information is needed contact Benji Betts, Executive Director of Operations, at 317-346-8741 or at bettsw@franklinschools.org.

Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the Franklin Community Schools ("School") receives a request for access.

   Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

   One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

   Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

   Family Policy Compliance Office
   U.S. Department of Education
   400 Maryland Avenue, SW
   Washington, DC 20202

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that Franklin Community Schools, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, Franklin Community Schools may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the Franklin Community Schools to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- School publications or promotions, both in print and online
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want Franklin Community Schools to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing by August 23rd, 2015. Franklin Community Schools has designated the following information as directory information:

-Student's name
-Address
-Telephone listing
-Electronic mail address
-Photograph
-Date and place of birth
-Major field of study
-Dates of attendance
-Grade level
-Participation in officially recognized activities and sports
-Weight and height of members of athletic teams
-Degrees, honors, and awards received
-The most recent educational agency or institution attended
-Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(*1*) - (a)(1)(i)(B)(*2*) are met. (§ 99.31(a)(1))

- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§ 99.31(a)(3) and 99.35)

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))

- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))

- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§ 99.31(a)(6))

- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))

- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))

- To comply with a judicial order or lawfully issued subpoena. (§ 99.31(a)(9))

- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10)

- Information the school has designated as "directory information" under § 99.37. (§ 99.31(a)(11))

Library Media Center Policy

Student library information is considered part of a student's record. Per the Family Educational Rights & Privacy Act (FERPA), parents and/or guardians have access to this information, which is true for all student records. Library information, like other student records, cannot be shared with other parties without a legitimate need to know. Parents have the ability to access their child's library check-out records by logging into Destiny with their child's Chromebook login information.

Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

• Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)–

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

•Receive notice and an opportunity to opt a student out of –

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

•Inspect, upon request and before administration or use –

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.

These rights transfer to from the parents to a student who is 18 years old or an emancipated minor under State law. **Franklin Community School Corporation will/has develop[ed] and adopt[ed]]** policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. **Franklin Community School Corporation** will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. **Franklin Community School Corporation** will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. **Franklin Community School Corporation** will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

•Collection, disclosure, or use of personal information for marketing, sales or other distribution.
•Administration of any protected information survey not funded in whole or in part by ED.
•Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-5901

PARENTAL ACCESS TO INSTRUCTIONAL MATERIAL AND SURVEYS
Board Policy C225

The Board of School Trustees respects the privacy rights of parents and students. No student shall be required, without prior written consent of the student (if an adult, or an emancipated minor) or, if an unemancipated minor, their parents, to participate in any personal analysis, evaluation, or survey that reveals attitudes, habits, traits, opinions, beliefs, or feelings concerning:

1. political affiliations or beliefs of the student or the student's parent;
2. religious beliefs, affiliations, or practices of the student or the student's parent;
3. mental or psychological conditions of the student or the student's family;
4. sexual behavior or attitudes;
5. illegal, anti-social, self-incriminating, or demeaning behavior;
6. critical appraisals of other individuals with whom the student has a close family relationship;
7. legally recognized privileged or confidential relationships, such as those of lawyers, ministers, or physicians; or
8. income (except as required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Parents may inspect any materials used in conjunction with any such survey, analysis, or evaluation by contacting the building principal. The school corporation will post a copy of each personal analysis, evaluation, and survey personal analysis, evaluation, or survey conducted by a third-party vendor that reveals, identifies, collects, maintains, or attempts to affect attitudes, habits, traits, opinions, beliefs, or feelings on the school corporation's website.

Parents have the right to inspect, upon request, all instructional materials used as part of the educational curriculum of the student. Instructional materials include teachers' manuals, student texts, films, tapes, or other digital materials. The term does not include academic tests or assessments.

Further, parents of minor unemancipated students, and adult/emancipated students, as applicable, will be provided with two requests for written consent before a personal analysis, survey, or evaluation provided by a third party vendor that reveals, identifies, collects, maintains, or attempts to affect attitudes, habits, traits, opinions, beliefs, or feelings is administered or distributed by the school to the student. The consent form must accurately summarize the contents and nature of the personal analysis, evaluation, or survey that will be provided to the student, include an explanation of the reasons that the school corporation or qualified school is administering the personal analysis, evaluation, or survey, and indicate that a parent of a student or an adult/emancipated minor student has the right to review and inspect all materials related to the personal analysis, evaluation, or survey. The written consent form may be sent in an electronic format.

If the parent of the student or the adult/emancipated student, as applicable, does not respond to the written request provided by the school corporation within twenty-one (21) calendar days after receiving the request, the school corporation shall provide the parent of the student or an adult/emancipated minor student, a written notice requesting that the parent of the student or the adult/emancipated minor student indicate, in a manner prescribed by the school corporation, whether the parent or student consents to the personal analysis, evaluation, or survey; or declines the personal analysis, evaluation, or survey. If the school corporation does not receive a response within ten (10) days after the notice, the student will receive the personal analysis, evaluation, or survey unless the parent or the adult/emancipated student subsequently opts out of the personal analysis, evaluation, or survey for the student.

If the school uses a third-party vendor for such a survey or evaluation, the third-party vendor and the school corporation may not record, collect, or maintain the responses to or results of the analysis, evaluation, or survey in a manner that would identify the responses or results of an individual student. Any contract with the third-party vendor must contain a breach of contract clause if the vendor fails to comply with this policy. If a student does not participate in the personal analysis, evaluation, or survey, the school corporation or qualified school shall provide the student with alternative academic instruction during the same time frame that the personal analysis, evaluation, or survey is administered.

The provisions of this policy concerning personal analyses, evaluations, and surveys conducted by third party vendors do *not* apply to:

1. An academic test or academic assessment, scoring keys, or other tools directly related to measuring a student's academic performance in understanding a particular curricular subject matter, as prescribed by the Indiana Department of Education.
2. A career aptitude or career interest survey.
3. An assessment or screening instrument administered by a third party employed, licensed school psychologist, or social worker, clinical social worker, marriage and family therapist, or mental health counselor licensed under IC 25-23.6, *if* the third party provider is referred by school personnel in a crisis situation in which the school personnel and the third party provider reasonably believe that the student is in immediate danger of self-harm, harming another person, or experiencing harm resulting from abuse or neglect.
4. An assessment, screening instrument, or evaluation survey administered by a third party employed licensed school psychologist, or social worker, clinical social worker, marriage and family therapist, or mental health counselor licensed under IC 25-23.6; who has received a consent for services from a student, if the student is an adult or emancipated minor, or parent of a student, if the student is an unemancipated minor.

5. A survey or evaluation administered to a student of a school by a third party vendor that gauges or attempts to gauge student satisfaction with or participation in the school's programming, technology platform, or approved curriculum.

Parents or eligible students may utilize the procedure for grievances in guideline C225-R if they have concerns regarding the implementation of this policy as to a personal analysis, survey, or evaluation provided by a third party that reveals, identifies, collects, maintains, or attempts to affect attitudes, habits, traits, opinions, beliefs, or feelings.

Human Sexuality Curriculum
Before a school may provide a student with instruction on human sexuality, the school must provide the parent of the student or the student (if an adult, or an emancipated minor), with a written request for consent of instruction. A consent form provided to a parent of a student or a student must accurately summarize the contents and nature of the instruction on human sexuality that will be provided to the student and indicate that a parent of a student or an adult or emancipated minor student has the right to review and inspect all materials related to the instruction on human sexuality. The written consent form may be sent in an electronic format. The parent of the student or the student (if an adult, or an emancipated minor), may return the consent form indicating that the parent of the student or the adult or emancipated student either consents to or declines instruction.
If a student does not participate in the instruction on human sexuality, the school shall provide the student with alternative academic instruction during the same time frame that the instruction on human sexuality is provided.
If the parent of the student or the student (if an adult, or an emancipated minor), does not respond to the written request provided by the school within twenty-one (21) calendar days after receiving the request, the school shall provide the parent of the student, or the student (if an adult, or an emancipated minor), a written notice requesting that the parent of the student, or the student (if an adult, or an emancipated minor), indicate, in a manner prescribed by the school, whether the parent of the student or the adult or emancipated student either consents to or declines instruction.
A notice provided to a parent of a student or a student must accurately summarize the contents and nature of the instruction on human sexuality that will be provided to the student and indicate that a parent of a student or an adult or emancipated minor student has the right to review and inspect all materials related to the instruction on human sexuality. The notice may be sent in an electronic format. If the school does not receive a response within ten (10) days after the notice, the student will receive the instruction on human sexuality unless the parent or the adult or emancipated student subsequently opts out of the instruction for the student.

Personal Information
The Board will not allow the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose).

Notice to Parents
The Superintendent is directed to provide notice directly to parents of students enrolled in the Corporation of the substantive content of this policy at least annually at the beginning of the school year, and within a reasonable period of time after any substantive change in this policy. In addition, the Superintendent is directed to notify parents of students in the Corporation, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when the administration of any survey by a third party that contains one or more of the items described in 1 through 8 above are scheduled or expected to be scheduled.
For purposes of this policy, the term "parent" includes a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child).

IC 20-30-5-17
IC 20-26-21-1 et sec.
20 U.S.C.§1232h(c)
34 C.F.R. §98.3

Franklin Community School Corporation
Adopted: 1-8-24

CBIS Handbook Proposed Changes

Changes marked by yellow highlighting

2024-2025 Original Version	2025-2026 Updated August
Mr. Andrew Murray/Director of Transportation	Director of Transportation: Mr. Joe Hougland
Mr. Jake Sappenfield/President Mr. Andy Lamm/Vice President Mrs. Kristi Ott/Secretary Mrs. Becky Nelson/Member Mr. Bryan Wertz/Member	Mrs. Becky Nelson President Mrs. Debbie Gill Vice-President Ms. Jennifer Mann Secretary Mr. Brett Jones Member Mr. David Yount Member
SCHOOL COUNSELING SERVICES CBIS offers full-time guidance services. The door is open to all students and parents. Students should feel free to talk with one of the counselors. Any conversations that students have with the counselors are private and confidential. Counseling services are delivered through individual, group experiences and classroom guidance lessons.	**SCHOOL COUNSELING SERVICES** CBIS offers full-time school counseling services. The door is open to all students and parents. Students should feel free to talk with one of the school counselors. Any conversations that students have with the school counselors are private and confidential. Human Skills services are delivered through individual, group experiences and classroom lessons.
CLASSROOM PARTY OR BIRTHDAY TREATS Parents should check with the classroom teacher ahead of time to organize any snacks or classroom parties. The classroom teacher will decide if and how to have a snack daily, as well as how and when to have classroom parties such as birthday parties. For classroom parties or snacks, all food should be store-purchased and still be sealed when provided to the classroom teacher, and all ingredients need to be listed on the package. We do not accept deliveries such as balloons and/or flowers to students during school hours.	**CLASSROOM PARTY OR BIRTHDAY TREATS** Parents should check with the classroom teacher ahead of time to organize any snacks or classroom parties. The classroom teacher will decide if and how to have a snack daily, as well as how and when to have classroom parties such as birthday parties. For classroom parties or snacks, all food should be store-purchased and still be sealed when provided to the classroom teacher, and all ingredients need to be listed on the package. We do not accept deliveries such as balloons and/or flowers to students during school hours. These items are not permitted on the bus.
OUTDOOR RECESS POLICY It is always best for our students to enjoy as much physical activity during the school day as possible. Following our weather guidelines, students will spend time outside daily. Our schools use the following guidelines to make a determination about going outside to recess during the winter months: If the weather "feels like" 20 degrees and above (considers wind chill factor), then we will have outdoor recess. Students should wear appropriate winter coats,	**OUTDOOR RECESS POLICY** It is always best for our students to enjoy as much physical activity during the school day as possible. Following our weather guidelines, students will spend time outside daily. Our schools use the following guidelines to make a determination about going outside to recess during the winter months: If the weather "feels like" 25 degrees and above (considers wind chill factor), then we will have outdoor recess. Students should wear appropriate winter coats, gloves/mittens, hats, and/or scarves will be expected. Medical conditions must have

gloves/mittens, hats, and/or scarves will be expected. Medical conditions must have appropriate documentation from the doctor to deviate from the normal recess plan. Also, rain, lightning, slick conditions, or other outdoor hazards could cancel outdoor recess as well.	appropriate documentation from the doctor to deviate from the normal recess plan. Also, rain, lightning, slick conditions, or other outdoor hazards could cancel outdoor recess as well.
EARLY DEPARTURE FROM SCHOOL/PROFESSIONAL APPOINTMENTS DURING THE SCHOOL DAY When a student has a doctor or dentist appointment during school hours, a parent should communicate with the office the time of the appointment. Parents/Guardians must report to the Main Office to sign their child out of the school any time they will be leaving during the school day. For security purposes they may be requested to show a picture I.D. If someone other than the parent/legal guardian is signing out a student, that person's name must be listed on the student emergency contact information. Any changes to emergency contact information must be made in a written statement from the parent/guardian. Upon returning to school, the student should provide the office with a doctor's note with the following information: name, date of the appointment, expected return date to school, any limitations and their duration.	When a student has an appointment during school hours, a parent/guardian should communicate with the front office the appointment time within 10-15 minutes upon pick-up of the student. Parents/Guardians must sign their student out using the chrome book located in the vestibule outside of the main office. For security purposes a photo I.D. may be required. If someone other than parent/legal guardian is signing out a student, the person's name must be listed on emergency contact information within PowerSchool. Any changes/updates to emergency contact information must be communicated to the office. Upon returning to school, the student should provide the secretaries with an excused note with the following information: name, date of appointment, expected return date to school, and any limitations the student has and the duration student has said limitations.
STUDENT FOLDER Each student will receive a student folder at the beginning of the year. This folder is considered an essential school supply, and should be with them at all times. The folder is expected to be used by each student on a daily basis. Important information such as positive behavior, honor card, and assignments will be contained within the folder.	**STUDENT FOLDER AND/OR AGENDA** Each student will receive a student folder at the beginning of the year. This folder is considered an essential school supply.. The folder is expected to be used by each student on a daily basis. The agenda must be with students at all times.
4. Students may not have food or drinks at CBIS unless the items are brought from home for lunch to be eaten in the cafeteria or the items are provided by the teacher and are eaten in a designated area. Energy drinks and soft drinks are not permitted. Students are permitted to have a water bottle.	4. Students may not have food or drinks at CBIS unless the items are brought from home for lunch to be eaten in the cafeteria or the items are provided by the teacher and are eaten in a designated area. Energy drinks and soft drinks are not permitted. Students are permitted to have a water bottle containing only water.
5. Students should not bring items to school that could interfere with learning. This includes, but is not limited to, such items as electronic games, balls, lasers, and skateboards. All personal electronic devices shall be in the off position and stored out of site or in teacher designated location. This includes phones, smart watches and personal or school-issued	5. Students should not bring items to school that could interfere with learning. This includes, but is not limited to, such items as electronic games~~, balls,~~ lasers, and skateboards. All personal electronic devices shall be in the off position and stored out of site or in teacher designated location. This includes phones, smart watches used as a personal communication device and personal or

computers. These devices can only be utilized by the following directives: 1. Medical Necessity 2. Teacher-Directed 3. IEP 4. Emergency	school-issued computers. These devices can only be utilized by the following directives: 1. Medical Necessity 2. Teacher-Directed 3. IEP 4. Emergency
Friday Evening School - Friday Evening school is assigned by an administrator. Students may receive Friday Evening School for misbehaviors such as: forgery, electronic policy violation, profanity, truancy, excessive tardiness to school or class, cafeteria misconduct, etc. Students work individually on homework or additional assignments. A staff member supervises students assigned to Friday Evening School from 3:00 - 5:00 pm on the assigned date.	**Removed Friday Evening School**
	Removed MAP/NWEA GOAL SETTING page and replaced with ILEARN Checkpoint Data Tracking Sheet
A. Upon the **fifth unexcused** absence within a 10-week period, a parent/guardian will receive an attendance letter informing him/her of the number of unexcused absences from school. Per Senate Bill 282, families are required to conference with school administrators within five instructional days of the fifth unexcused absence. At this meeting, an attendance plan will be developed and should be followed. Schools will work with families to schedule the conference at a convenient time. A school administrator, teacher, counselor, and parent/guardian should attend the conference. The parent/guardian may bring a representative if notice is provided to the school at least 48 hours before the conference.	B. Upon the **fifth unexcused** absence within a 10-week period, a parent/guardian will receive an attendance letter informing him/her of the number of unexcused absences from school. Per Senate Bill 282, families are required to conference with school administrators within ten instructional days of the fifth unexcused absence. At this meeting, an attendance plan will be developed and should be followed. Schools will work with families to schedule the conference at a convenient time. A school administrator, teacher, counselor, and parent/guardian should attend the conference. The parent/guardian may bring a representative if notice is provided to the school at least 48 hours before the conference.
According to Senate Bill 376, students in grades K-8 may not take any medications home from school. Students will not be allowed to transport medications to, or from, school for any reason, as per Indiana Law and FCSC guidelines. Exceptions to this rule, as outlined in Senate Bill 376, include medications for life threatening conditions such as asthma and diabetes. The prescription must require that the student carry these medications during school. Parents may authorize, in writing, that someone 18 years or older may pick up the medication.	The administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or the child requires medication to benefit from his/her educational program. Before any medication or treatment may be administered by school personnel to any student during school hours, the Board shall require the written prescription from the child's

School personnel shall not be responsible to dispense medication, but may assist under properly authorized instructions and under the following conditions: 1. For prescription medications, the ordering physician's written instructions shall accompany the medication. 2. The written permission of a parent or guardian is filed in the office. 3. All medications are transported to and from school by the parent in minimum amounts and in the original medical container and delivered directly to school personnel. 4. Only the principal and/or that person's designee(s) may dispense medication at school. If there are questions, please see the school nurse.	physician for all prescription drugs accompanied by the written authorization of the parent. In the case of nonprescription drugs, preparations, or remedies, a written authorization from the parent must be on file in the office of the principal. All medications must be brought to the school nurse's office by a parent or guardian. Only prescription medication in its original container; labeled with the students name, date, and exact dosage will be administered. Parents may administer medication to their child in the presence of Health Services personnel or designee once the above criteria are met. Parents must give written authorization for medication to be administered to their child by Health Services personnel or designee during school hours. Medication that is possessed by a school for administration during school hours or at school functions for a student may be released to: 1. The student's parent or guardian; 2. An individual who is at least eighteen years of age and designated in writing by the student's parent or guardian to receive the medication; or 3. The student, if the student's parent provides written permission for the student to receive the medication. If there are questions, please see the school nurse.
Counselors Melissa Bryant and Tricia Bender	Counselors Melissa Bryant, Tricia Bender and Jason Dockery

Custer Baker Intermediate School
STUDENT HANDBOOK 2025-2026

101 W. SR 44; Franklin, IN 46131
Telephone 346-8600; Fax 346-8611
www.franklinschools.org

Administration & Front Office Staff

Principal	Cheryl Moran
Assistant Principal	Tammy Schneider
Dean	Brian Harbin
Counselors	Melissa Bryant, Tricia Bender and Jason Dockery
Mental Health Support	Brooke Buckner
Counseling Secretary	Chris Cannon
Office Secretaries	Ashley Sargent and Devin Baird
Treasurer	Nermina Hurtic
School Nurse	Ellen Dukate

Franklin Community Schools
Administrative Office 738-5800

Dr. David Clendening	Superintendent
Dr. Brooke Worland	Assistant Superintendent
Mrs. Tina Gross	Executive Director of Finance
Mr. Matt Sprout	Director of Technology
Mr. Benji Betts	Director of Operations
Mrs. Jennifer Scott	Executive Director of Student Support and Accessibility
Mr. Joe Hougland	Director of Transportation

Board of School Trustees

Mrs. Becky Nelson	President
Mrs. Debie Gill	Vice President
Ms. Jennifer Mann	Secretary
Mr. Brett Jones	Member
Mr. David Yount	Member

FCS Mission Statement: *Together, we empower greatness in all learners through collaboration, dynamic partnerships, and rich experiences that develop a world-class learning environment.*

FCS Vision: *Franklin Community Schools - where education is student-centered and innovative, and learners are inspired to become great.*

Beliefs: *In a safe and nurturing environment, students: Learn at different rates / Learn more effectively while actively engaged /Develop positive relationships with adults and peers.*

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GENERAL INFORMATION

INFORMATION

News, rules, information and a wide variety of student/parent resources can be found at www.franklinschools.org. You will find links to our school at this site. Please contact us if you need a paper copy of the rules, practices, and procedures.

EQUAL OPPORTUNITY

The Franklin Community School Corporation practices equal opportunity in education and employment. It does not discriminate on the basis of age, race, color, religion, sex, national origin, or disability. Educational services, programs, courses, instruction, and facilities will not be denied to anyone in the Franklin Community School Corporation because of his or her age, race, color, religion, sex, national origin, or disability.

TITLE IX - NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES

The School Board of the Franklin Community School Corporation (hereinafter referred to as "the Board" or "the Corporation") does not discriminate or tolerate harassment on the basis of sex in its education programs or activities which it operates or the employment therein or admission thereto, as required by Title IX of the Education Amendments of 1972 and its implementing regulations. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits Sexual Harassment. When the Corporation has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Members of the Corporation Community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. Third Parties who engage in Sexual Harassment also are subject to the disciplinary sanctions listed in this policy. The Board will provide persons who have experienced Sexual Harassment supportive measures/ongoing remedies as reasonably necessary to restore or preserve access to the Corporation's education programs and activities.

(full Title IX policy on pages 32-39 of this handbook)

TITLE IX (STUDENT) SEXUAL HARASSMENT ALLEGATION PROCEDURE

General Policy Statement and Scope

Complaints that fall under this section are sexual harassment complaints in which a student is either the Complainant (alleged victim) or Respondent (alleged harasser).

The term "sexual harassment" as used in this procedure shall mean conduct on the basis of sex, including, but not limited to failure to conform to stereotypical notions of masculine or feminine traits such as:

A. a Corporation employee conditioning the provision of an aid, benefit, or service of the Corporation on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);

B. unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Corporation's education program or activity; or

C. "sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

1. "Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

    a. *Rape* is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where

the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. Attempted rape is included.

b. Sodomy is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

c. Sexual Assault with an Object is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.

d. Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

e. Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.

f. Statutory Rape is sexual intercourse with a person who is under the statutory age of consent as defined by State law.

g. Consent refers to words, actions, inactions, or any other conduct that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.

h. Incapacitated refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

2. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:

a. a current or former spouse or intimate partner of the victim;

b. a person with whom the victim shares a child in common;

c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;

d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or

e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

3. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

4. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

The term "consent" as applicable to this procedure shall mean an individual voluntarily agreeing, by words or actions, to the proposal of another individual. An individual may be incapable of consent due to mental or physical incapacitation. The vast majority of Corporation students are incapable of giving consent to sexual contact, because Indiana law generally establishes the age of consent as 16.

The Corporation is committed to promptly responding to reports of sexual harassment. All reference to "days" within these procedures shall mean instructional days. The procedures described below may be subject to temporary delays based on good cause (e.g., law enforcement involvement, absence of a party, witness, or advisor, translation or accommodation needs) with written notice to both parties explaining the reason for the delay.

Title IX Coordinator(s) The Board designates and authorizes the following individual(s) to oversee and coordinate the Corporation's Title IX compliance. Inquiries about the application of Title IX and its regulations may be referred to the Title IX Coordinator.

Title IX Coordinator
998 Grizzly Cub Drive, Franklin, IN 46131

317-346-8700
titleix@franklinschools.org

The Title IX Coordinator is responsible for monitoring and ensuring compliance with all non-discrimination and anti-harassment law. The Title IX Coordinator shall document all reports of discrimination or harassment and establish a protocol for recordkeeping. Nothing in this procedure shall supersede or substitute an employee's other mandatory reporting obligations including, but not limited to, reporting suspected child abuse and neglect and bullying.

The Title IX Coordinator shall report directly to the Superintendent except when the Superintendent is a Respondent. In such matters, the Title IX Coordinator shall report directly to the Board of School Trustees. Questions about this policy should be directed to the Title IX Coordinator.

Grievance Process

. The Corporation's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before the imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent. All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will receive training regarding topics related to this process, including: the definition of sexual harassment, the scope of the Corporation's education program and activity, and how to conduct these grievance procedures.

All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will objectively evaluate all relevant evidence – both inculpatory and exculpatory. Further, no credibility determination will be based on a person's status as a Complainant, Respondent, or witness.

Consistent with the law, the Corporation will presume the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. **The Corporation will utilize the preponderance of the evidence standard when determining responsibility.** The Corporation will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. Further, questions or evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions or evidence are offered to prove that someone other than Respondent committed the conduct alleged by the Complainant or to prove consent.

Report of Sexual Discrimination/Harassment

Anyone who believes that a student or staff member has possibly been the target of sexual harassment should immediately report the situation to an appropriate staff member such as a teacher, counselor, administrator, or the Title IX Coordinator. Any person may report sex discrimination, including Sexual Harassment, in person, by mail, by telephone, or by electronic mail, using thecontact information for the Title IX Coordinator. **Any employee who has reason to believe that a student or staff member has been the target of sexual harassment must report the behavior to their building level leader, such as a principal.** If a Corporation employee fails to report an incident of Sexual Harassment of which the Corporation employee is aware, the Corporation employee may be subject to disciplinary action, up to and including termination.

The Corporation accepts anonymous reports submitted using the STOPit website. However, anonymous reports may hamper the Corporation's ability to respond to allegations of sexual harassment.

The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Board employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment.

The Board does business with Third Parties who are not students or employees of the Board. Notwithstanding any rights that a given Third-Party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or Third Party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any Third Party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct and the Employee/Administrator Handbook.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies and/or administrative guidelines, the applicable Student Code of Conduct, or Employee/Administrator Handbook(s).

Response to a Report and Supportive Measures

Upon receipt of a report, the Title IX Coordinator must promptly, usually within two (2) days, contact the Complainant to discuss the availability of supportive measures.

Supportive measures are non-disciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent. Such measures are designed to restore or preserve equal access to the Corporation's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Corporation's educational environment, or deter sexual harassment.

Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, leaves of absence in the case of employees, increased security and monitoring of certain areas of the campus, and other similar measures.

In addition to discussing the availability of supportive measures, the Title IX Coordinator will also consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. The Title IX Coordinator will make contact with the Complainant in person, via phone, or via a virtual meeting in order for the Complainant to ask questions. If the Complainant is a student under the age of eighteen, the student's parent will be contacted simultaneously.

A "formal complaint" is a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting the Corporation investigate the allegation(s) of sexual harassment.

Even in instances where a Complainant chooses not to file a formal complaint, supportive measures may continue at the discretion of the Title IX Coordinator.

The Title IX Coordinator may decide to sign a formal complaint to investigate the allegation(s) of sexual harassment against the wishes of the Complainant where moving forward without an investigation would be unreasonable. Such circumstances may include, but are not limited to, reports that indicate multiple Respondents, the involvement of a Corporation employee, and/or continued sexual harassment of the Complainant and others.

While there is on deadline by which a Complainant must file a formal complaint, the Corporation encourages Complainants to submit a formal complaint within ten (10) days of meeting with the Title IX Coordinator. In instances where enough time has passed that the Corporation cannot gather evidence, the Corporation may not be able to investigate.

The Corporation will offer supportive measures to a Complainant who is the subject of an anonymous report. However, should a Complainant desire to initiate the grievance process, the Complainant cannot remain anonymous or prevent the Complainant's identity from being disclosed to the Respondent.

Emergency Removal

Subject to limitations and/or procedures imposed by State and/or Federal law, the Corporation may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purpose of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any individual (including self) before or at any time during the proceedings described herein, that justifies removal. If the Corporation determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. See Policy Policy 5605 – Suspension and Expulsion of Students with Disabilities, Policy 5610 – Suspension and Expulsion of Students, Policy 5611 – Due Process Rights, and Policy 5620 – Court Assisted Resolution of Suspension and Expulsion.

An emergency removal does not affect or modify any rights a student receiving special education may have under the IDEA, Section 504, or the ADA.

If the Respondent is a non-student employee, the Corporation may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the Corporation Community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

Notice

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice of the following to the parties (to the extent known) containing the following information:

A. notice of the Board's grievance process, including any informal resolution processes;

B. notice of the allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include: the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident, if known. The written notice must:

1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence;

3. inform the parties of any provision in the Student Code of Conduct, this policy, and/or Employee/Administrator Handbook that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of the investigation, additional allegations are uncovered and therefore investigated, the Corporation will provide a supplemental notice of the additional allegations to the parties whose identities are known.

Dismissal and Consolidation

In certain instances, the Corporation may dismiss or consolidate formal complaints. Such instances of dismissal include, but are not limited to, when the alleged conduct, even if true, would not constitute sexual harassment, when the Respondent is a non-student or non-employee of the Corporation, or when a Complainant notifies the Title IX Coordinator they would like to withdraw the formal complaint. A dismissal does not preclude the Corporation from taking action under another provision of the applicable code of conduct, board policy, and/or employee handbook. If a formal complaint is dismissed, the Corporation will promptly inform the parties of the reason for dismissal and the right to appeal.

Further, the Corporation may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

Informal Resolution Process

Upon receipt of a formal complaint and after providing sufficient notice to the parties, the Corporation may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the allegations. The Corporation may not require the parties to participate in the informal process, but instead must obtain the parties' voluntary, written consent to participate.

The informal process is not available to resolve allegations that an employee sexually harassed a student. Further, at any time during the informal process any of the parties may end the informal process and initiate the investigation and determination process.

Investigation of a Formal Complaint of Sexual Harassment

Unless the Corporation dismisses a formal complaint or the parties resolve a formal complaint through the informal process, the Corporation will investigate the allegations of sexual harassment and make a determination regarding responsibility.

The burden of proof and collection of evidence rests with the Corporation. To that end, the Title IX Coordinator, in conjunction with a designated building-level leader, will conduct an investigation.

The means of investigating a formal complaint include, but are not limited to, Complainant, Respondent, and witness interviews and review of documentation. The parties shall have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Corporation will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. Evidence or information related to the allegations under investigation may not be discussed by the parties, except with their chosen advisors. The parties may not substantially disrupt the educational environment. Absent extenuating circumstances, the collection of evidence for an investigation should conclude within thirty (30) days.

The parties may be accompanied to any meeting or proceeding related to the investigation by an advisor of their choice, who may be, but is not required to be an attorney. Apart from a union representative accompanying an employee who is a party, employees are discouraged from serving as advisors to students.

Advisors may not be present on behalf of the party they accompany and should request or wait for a break in the meeting if they wish to interact with the Title IX Coordinator or building level leader. Advisors may confer quietly with parties as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the party and their advisors should ask for a break or step out of the meeting. An advisor who disrupts the process will receive one

warning, after which if continued disruption occurs the advisor will be removed from the meeting/proceeding. In such an event, the parties will be given the opportunity to reschedule and be accompanied by another advisor.

When the Title IX Coordinator and building level leader have completed their collection of evidence, they will provide both parties with an equal opportunity to inspect and review any evidence obtained that is directly related to the allegations raised in the Formal Complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

The parties and any advisors must execute the provided non-disclosure agreement before they may receive the evidence for review. Following execution of the non-disclosure agreement, the Title IX Coordinator and/or building level leader will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) calendar days to submit a written response, which the Title IX Coordinator will consider prior to completion of the investigative report.

At the conclusion of the investigation, the Title IX Coordinator and building level leader shall create an investigative report that fairly summarizes relevant evidence. At least ten (10) days prior to the time of determination, the Title IX Coordinator and building level leader will send the report in an electronic format or a hard copy to each party and the party's advisor, if any, for their review and written response.

Determination of Responsibility

Generally, the [SCHOOL OFFICIAL TITLE] shall serve as the decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigative report has been sent to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, each party will be afforded the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

The process of written questions and follow-up questions should generally take thirty (30) days or less. Within a reasonable time period following the written questions, the decision-maker will issue a written determination regarding responsibility applying the preponderance of evidence standard.

The written determination will include the following content:

A. identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;
B. a description of the procedural steps taken;
C. findings of fact supporting the determination;
D. conclusions regarding the application of the applicable code of conduct to the facts;
E. a statement of, and rationale for, the result as to each allegation, and
F. the procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

The decision-maker will provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

Remedies

Where, following the formal or informal process, the Corporation determines a Respondent responsible for sexual harassment, the Corporation shall provide remedies designed to restore or preserve equal access to the recipient's education program or activity. Such remedies may include supportive measures and/or discipline up to and including expulsion. The Corporation's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process and procedures, the Superintendent (or the Title IX Officer if the Superintendent is the Respondent) may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

Appeal

Following the decision-maker's determination regarding responsibility, either party may appeal to the designated governing body representative. An appeal should be submitted in writing within ten (10) days of the party's receipt of the determination. Note, appeals will only be considered if based on one of the following:

A. procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);

B. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter; or

C. the Title IX Officer, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter. and

Both parties shall have five (5) days after the submission of an appeal to submit a written statement in support of, or challenging the decision-maker's determination. The governing body representative will issue a written decision describing the result of the appeal and the rationale for the result within forty-five (45) days. The governing body representative's decision will be provided simultaneously to the parties.

Nothing herein shall prevent the Superintendent (or the Board when the Superintendent is the Respondent) from imposing any remedy, including disciplinary sanction, while the appeal is pending.

Retaliation

The Corporation prohibits retaliation against persons who report, testify, assist, or participate or refuse to participate in any manner in an investigation, proceeding, or hearing. Retaliation includes intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX..

Complaints alleging retaliation may be filed according to the grievance process set forth above.

Confidentiality

The Corporation will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA's regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the Corporation's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

Record-keeping

The Corporation will maintain records from an investigation, determination, appeal, and informal resolution for seven (7) years.

Reports otherwise required by Law

These procedures do not affect or alleviate mandatory reporting required by state or federal law- for example, reporting of suspected child abuse or neglect to law enforcement or Department of Child Services.

Legal
I.C. 31-33-5-1
I.C. 20-33-8
20 U.S.C. 1092(F)(6)(A)(v)
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Act of 2004 (IDEA), as amended
20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)
34 C.F.R. Part 106
34 U.S.C. 12291(a)(10)
34 U.S.C. 12291(a)(8)
34 U.S.C. 12291(a)(30)
42 U.S.C. 1983
42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964
42 U.S.C. 2000d et seq.
42 U.S.C. 2000e et seq.
OCR's Revised Sexual Harassment Guidance (2001)

IMPORTANT PHONE NUMBERS

School: (317) 346-8600 School Fax (317) 346-8611 Transportation (317) 346-8770 Attendance Line (317) 346-8601

DAILY SCHEDULE

Students may enter the building at 8:00 A.M. The school day begins at 8:20 a.m. and ends at 3:00 p.m. (Monday, Tuesday, Thursday and Friday.) Wednesday dismissal will be at 2:20. Students not involved in a planned, scheduled activity supervised by a school official are not allowed on school grounds without parent supervision.

VISITORS

ALL VISITORS MUST REPORT TO THE OFFICE BEFORE GOING TO ANY AREA IN THE BUILDING. Each time a person visits a school for a reason that has the person proceed past the main office and into the school, it is necessary to provide a driver's license or valid state identification to follow our check-in procedures and background check procedures in our main offices. Some school business can be accomplished by leaving items in our secure vestibules for us to pick-up later as well. The school offices will determine how and when to admit guests into our schools' offices and into our schools.

PARENT VOLUNTEERS

In Franklin Community Schools we love having parents and guardians volunteer at school, chaperone on field trips, or visit for lunch. Any person who wishes to chaperone a field trip must follow the classroom teacher's process for signing up to chaperone and paying for the entrance fee (if there is one) to the field trip, and complete a criminal history background check. Background checks must be completed online no later than two weeks prior to the event in which you plan to participate. If you are selected as a volunteer candidate, the school will provide instructions for completing the background check. Chaperones for field trips may NOT bring younger siblings/children on field trips. Not every field trip will require parent chaperones, and often we need to limit the number of chaperones based on the type of field trip.

LOST AND FOUND

Students are responsible for their own textbooks, library books, Chromebooks, personal devices and other personal belongings. STUDENTS ARE NOT TO LEAVE MONEY OR ITEMS OF VALUE UNATTENDED. Students are advised to put their names in books, coats, gym clothing, and other personal items. There is a LOST AND FOUND location in the building. All unclaimed items will be donated at the end of each semester.

PARENT SQUARE

Franklin Community Schools uses ParentSquare for school communication, primarily with email, text, and app notifications. ParentSquare automatically generates an account for each parent, using their preferred email address and phone number. We encourage parents to access their accounts so they can download the mobile app and update their preferences on when and how they are notified. ParentSquare is located under the ParentsSquare tab at http://franklinschools.org.

PARENT/TEACHER CONFERENCING

We encourage parent involvement and communication with our school. If you need to conference with your child's teacher, please call ahead to schedule a time that is best for both of you. The teacher should be the first point of contact. Student led conferences will be held in the fall each school year.

PARENT TEACHER ORGANIZATION

Our P.T.O. has been formed to help assist with many of the fun activities we put on each year for our students and staff. We welcome any parent who would want to donate time and energy toward providing fun events for CBIS. Watch the calendar for meeting dates and events. All parents are encouraged to come and be a part of their child's middle school experience.

BEFORE AND AFTER SCHOOL CARE

Franklin Community Schools, in partnership with The Boys and Girls Clubs of Johnson County, also offers an affordable before and after school care option for parents called Cub Care. This program is offered at all five elementary schools and for CBIS students. Cub Care is available from 6 AM until school starts, and also from school dismissal until 6:00 PM each school day. For more information on this program, you can contact Cub Care at 317-739-7546 or via email at ssahm@bgcf.net

SCHOOL COUNSELING SERVICES

CBIS offers full-time school counseling services. The door is open to all students and parents. Students should feel free to talk with one of the school counselors. Any conversations that students have with the school counselors are private and confidential. Human Skills services are delivered through individual, group experiences and classroom lessons.

STUDENT CLUBS AND ORGANIZATIONS

We encourage students to find a way to "plug in" during their time at CBIS - clubs are a great way to do that! Opportunities for students change from year to year based on student interest and club sponsorship.

NO SMOKING POLICY

Franklin Community Schools are committed to the health of its students and employees. In order to provide a healthy learning and working environment and to fulfill the responsibility as an educational facility, the Board of School Trustees has adopted the following policy, revised 7/06 SMOKING WILL NOT BE PERMITTED ON ANY PROPERTY OF THE FRANKLIN COMMUNITY SCHOOLS This policy also applies to e-cigarettes and vaping products of any kind.

CONFEDERATE FLAG

In keeping with the Franklin Community Schools Guiding Principles, the Confederate flag is prohibited in and around all school buildings and grounds. Approved by the FCS School Board of Trustees on August 10, 2020

CLASSROOM PARTY OR BIRTHDAY TREATS

Parents should check with the classroom teacher ahead of time to organize any snacks or classroom parties. The classroom teacher will decide if and how to have a snack daily, as well as how and when to have classroom parties such as birthday parties. For classroom parties or snacks, all food should be store-purchased and still be sealed when provided to the classroom teacher, and all ingredients need to be listed on the package. We do not accept deliveries such as balloons and/or flowers to students during school hours. These items are not permitted on the bus.

OUTDOOR RECESS POLICY It is always best for our students to enjoy as much physical activity during the school day as possible. Following our weather guidelines, students will spend time outside daily. Our schools use the following guidelines to make a determination about going outside to recess during the winter months: If the weather "feels like" 25 degrees and above (considers wind chill factor), then we will have outdoor recess. Students should wear appropriate winter coats, gloves/mittens, hats, and/or scarves will be expected. Medical conditions must have appropriate documentation from the doctor to deviate from the normal recess plan. Also, rain, lightning, slick conditions, or other outdoor hazards could cancel outdoor recess as well.

PETS AT SCHOOL

Due to allergies, health issues, and liability, no pets are allowed at school. Individual classrooms may have classroom pets as approved by the principal. The only outside animals allowed in the classrooms are service animals such as a seeing-eye dog, therapy dog, or police K9. The school board policy on this issue will be followed.

EMERGENCY DRILLS

Fire drills: Once a month, in accordance with Indiana Code, our elementary schools will hold a fire drill. We do this to practice and remind ourselves of the proper procedures that must be followed in the event of a real fire. These procedures are in place to assure the maximum amount of safety. The teachers will go over specifics of the procedures, but two rules are for everyone: walk at all times and no talking. Disaster drills: at least 4 times during the school year we will be practicing tornado and earthquake drills. Both can be a fact of life here in the Midwest. We have not had an earthquake in many years, but we will be prepared in the event of one. Severe weather is always a threat, especially in the spring. Again, the teachers will go over the specifics, but the same two rules apply. Lockdown drills: we will have lockdown drills at least twice during the school year

ACADEMICS AND ACCOUNTABILITY

COURSE OFFERINGS

The curriculum is designed to provide students with a good background in the areas of language arts, math, science, and social studies. Additionally, students are provided numerous elective courses during their time at CBIS including: Band, Choir, General Music, Art, STEM, World Cultures and Physical Education.

CHROMEBOOK INFORMATION

Each student will receive a Chromebook for their use during the school year. Students are responsible to maintain their chromebook in good condition. This device is the medium by which all students will receive assignments and curriculum. Responsible chromebook use is monitored by individual teacher classroom policy and GoGuardian software.

General Rules:

- Chromebooks must remain in the school-issued case at all times.
- Chromebooks should be brought to school charged each day.
- No food or drink near the Chromebook
- Cords, cables, earbuds, and removable storage devices must be inserted carefully into Chromebook, and must be removed completely before closing the case.
- Never close the Chromebook with anything left between the keyboard and the screen.
- Chromebooks and chargers are the student's responsibility at all times, and should never be shared, swapped or loaned to another person.
- Chromebooks are not to be used in the cafeteria during lunch.
- Never leave your Chromebook unattended.
- Immediately report any problems or damage to the IMC to be assessed for repair.
- School issued Chromebooks are to be used for educational purposes first and foremost.
- Students are to adhere to the Acceptable Use Policy as detailed in the student handbook at all times. Not doing so will result in restrictions and/or discipline consequences.

ELECTRONICS AT SCHOOL

All personal electronic devices shall be in the off position and stored out of site or in teacher designated location. This includes phones, smart watches and personal or school-issued computers. These devices can only be utilized by the following directives:

1. Medical Necessity
2. Teacher-Directed
3. IEP
4. Emergency

FRANKLIN COMMUNITY SCHOOL CORPORATION
ACCEPTABLE USE POLICY (AUP) AND GUIDELINES

Rules and Codes of Ethics Relating to School Computer Users
Available Franklin Community School Corporation website: http://franklinschools.org

The Franklin Community Board of School Trustees and the Franklin Community School Corporation (FCSC) are committed to the effective use of technology to enhance the quality of student learning and the efficiency of FCSC operations. It also recognizes that safeguards have to be established to ensure that FCSC's investment in both hardware and software is achieving the benefits of technology and inhibiting negative side effects. The goal in providing these services is to promote educational excellence by facilitating resource sharing, innovation and communication. The educational value of the Internet is the joint responsibility of students, parents and FCSC employees.

This policy is established not only for proper acquisition of technology but also to ensure that staff and students are making appropriate and ethical use of the computers and other equipment as well as any networks that may be established. This policy is issued to students annually in the student handbook. Students of appropriate age are required to sign that they have read the student handbook. In addition, the AUP is available in every building in the district, on the network and on the FCSC web site. A copy of the AUP will be provided to all new employees.

The provisions of this policy are subordinate to local, state and federal law. Students who do not abide by the AUP may suffer disciplinary action. Employees who do not abide by the AUP may also suffer disciplinary action, including, but not limited to, termination of their employment.

Acceptable Use Policy Administrative Guidelines

Telecommunications

Today's accessibility to computers and people all over the world bring with it the availability of material that may not be considered to be of educational value. On a global network it is impossible to control all materials and information. Eventually users may discover some information to be controversial, vulgar or otherwise inappropriate. Although FCSC has incorporated Internet filtering software, there are no guarantees the user cannot access inappropriate sites. The educational benefits of the Internet far outweigh the negative possibilities.

Children's Internet Protection Act (CIPA)
FCSC complies with the Children's Internet Protection Act by using filtering, tracking, and firewall technologies to monitor Internet activity**.**

Terms and Conditions
The Information Services Department (ISD) will provide technology components including hardware, software, access to the network and the Internet.

ISD has the responsibility to monitor and maintain security on all technology. All computers, telephone systems, electronic systems and voicemail systems are the property of FCSC. FCSC retains the right to access and review all components of these systems. Students and employees should have no expectation that any information contained on or in any of these systems is confidential or private. Information may be reviewed with or without student or employee knowledge or permission. The use of passwords does not guarantee confidentiality and FCSC retains the right to access information in spite of the existence of a password. When accessing the Internet via a FCSC networked computer, every site visited and the duration of time spent at each site is logged and tracked based on the user's login and the computer that is being used.

Review of any logs, technologies and systems will only be done in the ordinary course of business for a legitimate reason. Searching for inappropriate use is a legitimate reason to review any logs, technologies, systems, computers or voicemails. Any information discovered would be limited to those who have a specific need to know that information. Administrators and supervisory staff authorized by the Superintendent have the authority to search and access information electronically.

1. Account Use:

Each technology user in FCSC will be provided all necessary accounts. Accounts will be maintained and monitored by ISD. A. Users are responsible for their accounts and should take appropriate measures to prevent unauthorized access to their account(s) and equipment.
B. Use of another user's account(s) is prohibited.
C. Account passwords are to be distributed only to the individual account user.
D. Copying, changing, reading or using files of another user without their consent is prohibited.
E. Unauthorized access to system programs or computer equipment is prohibited.
F. A student must have permission to use computer equipment and software.
G. Students are not to use adult workstations without prior permission.
H. Mass storage devices (CD, DVD, USB, etc.) may be used for personal and professional purposes. However, they are never to be used for storage, transfer, or use of materials that are inappropriate, illegal or in violation of copyright laws. The users creating or in possession of mass storage devices containing such material will be responsible for it.

2. Privileges:

The use of FCSC technological systems is a privilege, not a right, and is subject to regulation, inspection, denial and discipline for misuse. The individual user accepts the responsibility for the ramifications and consequences of any inappropriate use of the account, and further accepts that

the attitudes and perceptions of others can determine appropriateness.

3. Acceptable Use:

Use of network accounts should pertain to educational research or communications consistent with FCSC educational objectives and policies. Therefore, Internet access will be limited to educationally appropriate sites during all assigned instructional or supervisory times. Personal use of accounts within the confines of the AUP may occur before 8:00am and after 3:00pm on school days and during any duty free time or on days school is not in session. The user, with the understanding that he or she may need to justify the site(s) to a peer, administrator, parent or the general public, determines educationally appropriate sites. Transmission of any material in violation of any U.S. or state regulation is prohibited at all times. Furthermore, students and employees are strictly prohibited from transmitting material that is copyrighted, threatening or obscene, or may be construed as political lobbying. At no time are FCSC accounts to be used to receive or transmit any form of digital, electronic, tape or wireless transmission of material containing obscene, vulgar, threatening or inappropriate material.

4. Software Policies:

Software installation is the loading of a computer program(s) on workstations or network.

A. Software Programs:

1. ISD must be notified and grant permission prior to the loading of programs onto school owned computers. FCSC is not responsible for programs not approved by ISD or any problems caused by or related to such programs. ISD reserves the right to delete any programs or files.
2. Unless otherwise stated in the software's license agreement, users cannot legally load software on more than one computer or onto the network.
3. Users may not load software on any FCSC computer. The building TR/RA will install any software on any FCSC computer. The software documentation must be accessible to the TR/RA at any time.

B. Purchasing Policies:

1. ISD must be informed of and approve all potential software purchases intended for any FCSC workstation or network installation.
2. Corporation wide software is purchased with corporation funds via ISD and in most cases will be networked or Internet accessible.

5. Web Page Policies:

After receiving adequate training, FCSC employees may create web pages. Each web page must have ISD approval. The creation of web sites by students must be done under supervision of an appropriate staff member. All web sites must reflect the professional image of FCSC.

After receiving adequate training, FCSC employees may create web pages. Each web page must have ISD approval. The creation of web sites by students must be done under supervision of an appropriate staff member. All web sites must reflect the professional image of FCSC.

A. Educate:

Content provided in the web site should be suitable for and usable by students and teachers to support the curriculum and FCSC's objectives as listed in the Corporation's Strategic Plan.

B. Inform:

Content may inform the community about the school, teachers, or departments, including information about curriculum, events, class projects, student activities and departmental policies and other FCSC related events and activities.

C. Communicate:

Content may provide an avenue to communicate with the community. The information contained on the web site should reflect and support FCSC's Mission Statement, Education Philosophy and the Academic Improvement Process. All links included on the pages must also meet the above criteria and comply with State and federal law (e.g. copyright laws, FERPA and CIPA). Under no circumstances is a web site to be used for commercial purposes, advertising, political lobbying or to provide financial gains for any individual. Web pages should reflect an understanding that both internal and external audiences will view the information.

D. Group Pictures:

Group photographs of a general nature may be used on the Internet for legitimate school purposes. A group picture is two or more people without any individual identifying description**.**

E. Student and Employee Information:

Web site(s) are not to provide personal information about students without written permission from the student's parent or guardian. Employees may provide personal information about themselves at their own discretion

6. Network Etiquette:

Users are expected to abide by the generally accepted rules of network etiquette. It is expected that staff members will provide guidance and instruction to students in the appropriate use of the Internet. These include, but are not limited to, the following:

A. Any speech transmitted by the use of a school computer does not constitute speech in a "Public Forum" and is subject to regulation by the administration.

B. Students and employees must use proper and courteous written language in messages. Vulgarities or any other inappropriate language is not allowed. Messages shall not contain profanity, obscene comments, sexually explicit material, or expressions of bigotry, racism, violence, threats or hate. All communications (i.e. list serves, e-mail, instant messaging, etc.) containing any material listed above is prohibited.

C. Students are prohibited from broadcasting, instant messaging or chatting with other users inside or outside of the FCSC network unless given explicit permission by an appropriate staff member.

D. It is prohibited to access, upload, download or distribute violent, threatening, pornographic, obscene, sexually explicit or inappropriate materials. Circumventing the CIPA filter by use of a proxy or other means is strictly prohibited.

E. Students shall not reveal personal information about themselves or others. If it is deemed necessary for employees or students to reveal student personal information, written permission from the student's parent or guardian must be obtained.

F. Employees may provide personal information about themselves at their own discretion. Employees are not to provide protected information about other employees without permission from that employee. Public information about employees that may be provided by other employees includes name, position, grade or subject taught, e-mail address, phone number of school/building,/office/classroom, extra-curricular responsibilities and verification of employment.

G. E-mail is not private and can be examined by the System Administrator when necessary. E-mail relating to or in support of illegal activities shall be reported to the authorities. The forwarding of chain letters is prohibited without the consent of the recipient(s). E-mail is accessible to students K-8 students on a limited basis under teacher supervision. High school students have individual e-mail accounts. High school students shall not mass e-mail without the approval of high school administration. Mass e-mail is defined as any unsolicited mailing in which the message is sent to a subset of Franklin Community School Corporation addresses**.**

H. **The network shall not be used in such a way as to disrupt its use by others.** Outside of ISD personnel, installing any technology onto the network is forbidden. **Communications and information accessible via the network is the property of FCSC and is not the private property of any individual.**

I. Copying, downloading, etc., without the implied or direct permission of the provider or in violation of any state or federal law, including copyright laws, is prohibited and may result in disciplinary action.

J. Although users are encouraged to use shared drives established by ISD (i.e. "Q") for cooperative work, the process of enabling file sharing via the network is prohibited. This includes web-based software such as Imesh, Napster or the like.

7. Warranties and Responsibilities:

FCSC makes no warranties of any kind, whether expressed or implied, for the services it provides. FCSC will not be responsible for any damages suffered for any reason, including loss of data for any reason. Use of any information obtained via the network is at the users own risk. FCSC is not responsible for the accuracy or quality of information obtained through this service.

8. Vandalism:

Vandalism is defined as any attempt to harm or destroy data or equipment. This includes, but is not limited to: the creating or transferring of computer viruses, changing of system defaults or passwords, destroying network data or damaging computer equipment. Anyone responsible for vandalism is subject to denial of privileges, discipline, and repair or replacement cost.

9. Unsolicited On-Line Contact:

Students of FCSC are prohibited from responding to any unsolicited on-line contact. It is the student's responsibility to notify an instructor of any such instance. The instructor will then notify ISD. Although Internet filtering is used by FCSC, some materials accessible via the Internet may contain items that are illegal, defamatory, inaccurate, violent, sexually explicit, or potentially offensive to some people.

10. Commercial Use by Students:

Goods and services purchased by students via the Internet could result in unwanted financial obligations for which students and their parents or guardians may be liable.

11. Indemnification:

In consideration of FCSC providing the user with access to computer equipment, software, and the network, employees, students and student's parents and guardians agree to hold FCSC harmless. All parties involved agree to indemnify FCSC from any and all liability; loss or damages FCSC may suffer as a result of claims, demands, attorney's fees, costs or judgments against FCSC arising out of the user's violation of this policy.

12. Consequences:

Violations of this policy may result in disciplinary action by FCSC. It is a criminal act under Indiana law to access a computer system and/or damage or alter a computer program, data, or hardware without the consent of the computer owner. Indiana Code § 35-43-1-4 defines computer tampering, a Class D felony, as the knowing or intentional alteration or damage to a computer program without the consent of the owner. Indiana Code § 35-43-2-3 defines computer trespass, a Class A Misdemeanor, as a knowing or intentional access to a computer system network or a part thereof without the consent of the owner. Additionally, there are other criminal offenses dealing with theft and criminal mischief with similar or greater penalties of imprisonment.

FCSC Board approved 6/12/95, 1/16/96, 3/11/96, 6/12/00, 7/10/00, 4/9/01, 3/11/02, 5/10/04, 6/11/07

FCSC SEARCH POLICY

LOCKERS & LOCKER INSPECTIONS

All lockers made available for student use on the school premises, including lockers located in the hallways, physical education and athletic dressing rooms, industrial education classrooms and art classrooms, are the property of the School Corporation. These lockers are made available for student use in storing school supplies and personal items necessary for use at school, but the lockers are not to be used to store items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an education function, or which are forbidden by State Law or School Rules. A student may not expect to have privacy in a locker or its contents.

The student's use of the locker does not diminish the School Corporation's ownership or control of the locker. The School Corporation retains the right to inspect the locker and its contents to insure that the locker is being used in accordance with its intended purpose, and to eliminate fire and other hazards, maintain sanitary conditions, attempt to locate lost or stolen materials, and to prevent use of the locker to store prohibited or dangerous materials such as weapons, illegal drugs, paraphernalia, or alcohol.

The School provides lockers as a convenience to students. Combinations are changed when a new student is assigned to a locker, and it is the student's responsibility to keep the combination to himself and the locker locked at all times. The School cannot accept responsibility for any items missing from a student's locker.

SEARCHES

The following policies apply to searches:

LOCKER SEARCHES

Student lockers are school property and remain at all times under the control of the school; however, students are expected to assume full responsibility for the security of their lockers. Periodic general inspections of all lockers may be conducted by school authorities for any reason, at any time, without notice and/or student consent.

Except in the case of a general inspection of all lockers, searches of an individual student's locker must be based upon reasonable suspicion of the principal or designee that the locker is being used to store items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an educational function, or that the locker contains items which are forbidden by State Law or School Rules. If practical, the student assigned to the locker being searched upon reasonable suspicion should be present during the search. Searches shall be conducted by the principal or a member of the administrative staff designated in writing by the principal and acting at the direction of the principal.

PERSONAL SEARCH

The principal, or another member of the administrative staff designated in writing by the principal and acting at the direction of the principal, may search the person of a student during any school activity if the principal has reasonable suspicion to believe that the student has on or about his or her person items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an educational function, or items which are forbidden by State Law or School Rules. Searches of the person of a student shall be limited to:

- searches of the pockets of the student
- any object in the possession of the student such as a purse, back pack, briefcase, or gym bag, and/or,
- a "pat down" of the exterior of the student's clothing

Searches of the person of a student which require removal of clothing other than a coat, jacket, or shoes shall be referred to a law enforcement officer in accordance with this policy. Searches of the person of a student shall be conducted in a private room by a person of the same sex as the student being searched. At least one but not more than three additional persons of the same sex as the student being searched shall witness but not participate in the search. At the request of the student to be searched, an additional school employee of the same sex as the student, designated by the student, and then reasonably available on school premises, shall witness the search. The parent or guardian of any student searched shall be notified of the search as soon as reasonably possible, but prior notification to and consent by the parent or guardian is not required prior to conducting a search based upon reasonable suspicion.

ASSISTANCE OF LAW ENFORCEMENT

The principal or a member of the administrative staff designated in writing by the principal may request the assistance of a law enforcement officer to search any area of the school premises, any student, or any motor vehicle on school premises, if the principal or another member of the administrative staff designated in writing by the principal, has reasonable suspicion to believe that the person or area to be searched possesses or contains items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an educational function, or which are forbidden by State Law or School Rules. Where the law enforcement officers respond to such request, no school employee shall assist or otherwise participate in any search conducted.

Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the Franklin Community Schools ("School") receives a request for access.

   Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

   Parents or eligible students who wish to ask the [School] to amend a record should write to the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

   One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

   Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

   Family Policy Compliance Office
   U.S. Department of Education
   400 Maryland Avenue, SW
   Washington, DC 20202

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that Franklin Community Schools, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, Franklin Community Schools may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the Franklin Community Schools to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- School publications or promotions, both in print and online
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want Franklin Community Schools to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing by August 23rd, 2017. Franklin Community Schools has designated the following information as directory information:

-Student's name
-Address
-Telephone listing
-Electronic mail address
-Photograph
-Date and place of birth
-Major field of study
-Dates of institution attended
-Grade level
-Participation in officially recognized activities and sports
-Weight and height of members of athletic teams
-Degrees, honors, and awards
-The most recent educational agency or
-Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure.

Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(*1*) - (a)(1)(i)(B)(*2*) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of post-secondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10)

  Information the school has designated as "directory information" under § 99.37. (§ 99.31(a)(11)

2266 – **NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES**

Introduction

The School Board of the Franklin Community School Corporation (hereinafter referred to as "the Board" or "the Corporation") does not discriminate or tolerate harassment on the basis of sex in its education programs or activities which it operates or the employment therein or admission thereto, as required by Title IX of the Education Amendments of 1972 and its implementing regulations.. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits Sexual Harassment. When the Corporation has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Members of the Corporation Community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. Third Parties who engage in Sexual Harassment also are subject to the disciplinary sanctions listed in this policy. The Board will provide persons who have experienced Sexual Harassment supportive measures/ongoing remedies as reasonably necessary to restore or preserve access to the Corporation's education programs and activities.

Coverage

This policy applies to all 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 grounds immediately before, during, or immediately after school hours; in any school program or activity taking place in school facilities, on school transportation, or at any other off-campus locations, such as school-sponsored field trips or a training program; or using property or equipment provided by the school, including school-owned computers and the school's computer network.

Except as provided above, this policy does not apply to Sexual Harassment that occurs off school grounds, in a private setting, and outside the scope of the Corporation's education programs and activities; such Sexual Misconduct/Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws, and/or Employee/Administrator Handbook(s) if committed by a Corporation employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the Corporation's education programs or activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student or by Board policies and administrative

guidelines, applicable State and/or Federal laws, and/or Employee/Administrator Handbook(s) if committed by a Corporation employee.

INDIVIDUALS WITH DISABILITIES STATEMENT

The practice of CBIS is that no person with a disability should be excluded from participation, access to, or benefits of any program or activity sponsored by Franklin Community Middle School by reason of his/her disability. Inquiries regarding this policy should be directed to the school's principal, assistant principal, or guidance counselor. All activity sites are fully accessible. Any person requiring further accommodations should contact the Superintendent at the corporation's central office.

Pesticide Use at Schools Rule – 357 IAC 1-16

The purpose of Rule *357 IAC 1-16* is to minimize the potential for pesticide exposure to students at schools. This rule is put in place to establish requirements for those who apply pesticides at schools, to establish restrictions on the use and storage of pesticides at schools, to establish a record keeping requirement for pesticides applied at schools, and to establish a parent, guardian, and staff registry and notification requirement for pesticides applied at schools.

Typical facility maintenance requires the use of pesticides from time to time. Effective pest management and appropriate landscaping maintenance and turf care involve the use of pesticides. Although we are not able to eliminate the use of pesticides completely, we will make every effort possible to apply these types of products during the summer months and/or during other extended break periods.

FCSC is committed to the safety of all students and staff. As part of the rule, FCSC must provide 48 hours advance notice before applying pesticides. FCSC will notify all registered parents, guardians, and staff members of these applications. To request notification you must register in the office at your school building. The registry will ask for your name, phone number, and email address. You may request to be added to the registry at any time during the year. For more information please contact Bill Doty, FCSC Facility Manager, at 346-8741 or by email at dotyw@franklinschools.org

Annual AHERA Notification

Under the Asbestos Hazard Emergency Response Act (AHERA), Franklin Community School Corporation is required to notify, in writing, all parents, guardians, and staff, on an annual basis, each school year, and file a copy of the notice in the management plan. The notice must advise that the management plan is available for inspection, without cost or restriction during normal business hours.

Notification of Asbestos Removal Projects:

1. No removal projects are planned for the 2017-18 school year.
2. Cost estimates have been acquired for the removal of all remaining asbestos containing materials. FCS will plan future budgets to complete abatement projects.

Operations & Maintenance:

1. 6-month surveillance inspections for all buildings containing asbestos materials.
    - Union Elementary – Boiler Room, Pipe Insulation
    - Webb Elementary – Boiler Room, Floor Tile
2. Inspections were completed by Astesco Laboratory, Inc. insuring the asbestos contained in the above listed buildings remains in safe condition for the occupants of such buildings.

A look ahead: FCSC will continue diligent efforts to manage and control existing asbestos containing materials. If further information is needed, contact Benji Betts, Director of Operations. bettsw@franklinschools.org

TEXTBOOK/CHROMEBOOK FEES

Student Chromebooks as well as any textbooks or workbooks are issued on a rental-free basis. Any damage or marks found will be considered destruction and will have to be paid for by the student. Students will be responsible for paying for lost or damaged devices or books. If a device or book is lost, stolen, or damaged, it must be paid for in the office. Students will pay the full replacement price for lost devices or books. When a student pays for a device or book and the lost item is found and returned in good condition, the money will be refunded.

Chromebooks are expected to be transported in the provided case.

BAND/CHOIR DROP/ADD PROCEDURE

Band and choir are considered full year classes, however, there may be special circumstances that require the student to change mid-year. If a student needs to drop their band or choir class, the student must pick up a change slip from the band or choir director, have it signed by a parent, and returned to the band or choir director before the last day of the semester. If these steps are not followed, the student will remain in the band or choir class for the following semester.

GRADING SCALE

A+	100%
A	92%-99%
A-	90-91%
B+	88-89%
B	82-87%
B-	80-81%
C+	78-79%
C	72-77%
C-	70-77%
D+	68-69%
D	62-67%
D-	60-61%
F	0-59

ASSIGNMENTS & HOMEWORK

Homework refers to an assignment to be completed during a period of supervised study in class, outside of class, or at home. Homework is one of the criteria used for student assessment. It is the student's responsibility to return all work completed to the teacher by the date requested. If there is concern regarding homework, please communicate this concern to your child's teacher.

Most teachers have a Google Classroom site where daily assignments and other information are posted. Parents are encouraged to keep and use their student's login and password to check homework. Parents are also encouraged to use the login and password to consistently monitor Google Classrooms to stay up to date with class activities. Chromebooks are educational devices that parents should monitor in coordination with students to track progress in the classroom. It is expected that ALL students fill out their assignment notebook on a daily basis.

All assignments, quizzes, tests, papers, and other graded work are to be the product of the individual student being evaluated unless the teacher has specifically stated otherwise. If in the judgment of the instructor, a student uses artificial intelligence (AI) and/or another person's work and presents it as the student's own, the student will be given a failing grade for the specific assignment. Similarly, students who allow another student to copy their work for purposes of deception will be given a failing grade for the work."

PowerSchool

PowerSchool is a computer program designed to link parents and schools together via the Internet. It enables parents to access their children's school records including such information as grades and attendance.

How to Register
Go to http://franklinschools.org. Under the parent tab, you will find a "PowerSchool Parent Account Creation" link providing detailed instructions. We are striving for 100% participation with **PowerSchool**.

REPORT CARDS & MIDTERMS

Midterm reports will be sent home with those students at mid-semester (9 weeks) to those students earning D's and F's. Report cards will not be distributed at the end of each 9 weeks. Parents/students should check daily or weekly for grades on PowerSchool. Please contact a student's teacher or call the CBIS counseling office if you have questions concerning a grade or need your PowerSchool password.

HONOR ROLL

Academic recognitions are designed to honor students who excel in their classes. The criterion for selection is as follows: To qualify for the AB Honor Roll, a student may not receive any grade lower than a B- for a semester. A student qualifying for Straight A Honor Roll may not receive any grade lower than an A- for a semester. All A's for the entire year will be recognized at the end of year awards program. All A/B's for the year will also be recognized.

STUDENT ATTENDANCE

The School Board, as an agency of the State, is required to enforce regular attendance of students. The Board recognizes that presence in the classroom enables the student to participate in instruction, class discussions, peer interaction, and other related activities. As such, regular attendance and classroom participation are integral to instilling incentives for students to excel. Parents/Guardians are required to ensure their child's regular attendance (I.C. 20-33-2-77).

ARRIVAL TO SCHOOL

8:00 a.m. - Doors open for students to enter the building
8:20 a.m. - 1st Period Begins

ARRIVING LATE TO SCHOOL

Students arriving to school after 8:20 a.m. will be considered tardy to school and must enter through the main office. Any students who is late to school will need to sign in with the attendance secretary and get a pass from the office in order to be admitted to 1st period.

DEPARTURE FROM SCHOOL

Students are dismissed from last period at 3:00 p.m./2:20 p.m. on early release day. Once students have exited the building they are to immediately leave school property and head to their car, bus, or home if walking. No student should be at CBIS unsupervised after school hours. Parents need to have a contingency plan in the event their child misses the school bus home. Students may use the phone in the front office with permission from the secretary.

EARLY DEPARTURE FROM SCHOOL/PROFESSIONAL APPOINTMENTS DURING THE SCHOOL DAY

When a student has an appointment during school hours, a parent/guardian should communicate with the front office the appointment time within 10-15 minutes upon pick-up of the student. Parents/Guardians must sign their student out using the chrome book located in the vestibule outside of the main office. For security purposes a photo I.D. may be required. If someone other than parent/legal guardian is signing out a student, the person's name must be listed on emergency contact information within PowerSchool. Any changes/updates to emergency contact information must be communicated to the office. Upon returning to school, the student should provide the secretaries with an excused note with the following information: name, date of appointment, expected return date to school, and any limitations the student has and the duration student has said limitations.

EMERGENCY CLOSING INFORMATION

All of the schools in the Franklin Community Schools will be open on all regularly scheduled days unless closed by the Superintendent of Schools because of an emergency. When the schools are confronted with an emergency, such as extreme road conditions, mechanical failures, energy shortages, or other unforeseen difficulties which may necessitate the closing of school for an entire day, an announcement will be given to radio and television stations prior to 6:15 AM and repeated at regular intervals thereafter. Also, the school corporation will utilize its automated parent contact system, Facebook, website, and Twitter to rapidly contact families. Please make sure your contact information is up-to-date with your child’s school so that you receive this information. Please also “like” your school’s and the district’s Facebook pages.

ATTENDANCE

The Board requires all students enrolled in the schools and programs it offers to attend school regularly in accordance with the laws of the State. The Board's educational program is predicated upon the presence of the student and requires continuity of instruction and classroom participation. The regular contact of students with one another in the classroom and their participation in a well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose.

Research shows that regular attendance correlates with high achievement; for this reason, FCS has determined that students may incur no more than 10 absences (per class at FCHS). All absences, excused or unexcused, count toward this limit. Exempted absences are not included in this limit.

"Attendance" as used in this guideline shall mean to be physically present in a school or at another location where the Board's educational program being offered at the times established by the Board and teacher is being conducted.

EXCUSABLE REASONS: MUST BE REPORTED WITHIN 24 HOURS

The Corporation accepts only the following as excusable reasons for absence from school.

An excuse for absence from school may be approved for one (1) or more of the following reasons or conditions:

A. Professional Appointments (i.e. doctor, dentist, therapist)

   Proper documentation as outlined in this policy will be required.

B. Personal Illness

   The principal may require a doctor's confirmation if s/he deems it advisable, such as after 2 consecutive absences.

C. Out-of-School Suspension

D. Death in the Immediate Family

E. Required Court Attendance

F. Observance of a Bona-Fide Religious Holiday

G. Military connected families' absences related to deployment and return

H. Recovery from a documented accident

I. Maternity Leave

J. Such other good cause as determined by law (I.C. 20-8.1-3-18 and Policy #C175).

PROFESSIONAL APPOINTMENT REQUIREMENTS

Notice of appointment will be required upon return to school. The documentation must contain the following to be considered an acceptable absence:

A. Name of Student

B. Date and Time of Appointment

C. Return date to School

D. Any limitations and their duration

Failure to produce documentation within three (3) days may result in a violation of this policy. Absences that do **not** accumulate against this guideline include field trips and/or college visits.

UNACCEPTABLE REASONS FOR ABSENCES

Any absence from school not authorized or in violation of this policy is considered unacceptable.

Elementary (K-6)

A. All absences must be reported to the school office. A parent/guardian must call the school to report the absence by 9:00 a.m.

B. Upon the **fifth unexcused** absence within a 10-week period, a parent/guardian will receive an attendance letter informing him/her of the number of unexcused absences from school. Per Senate Bill 282, families are required to conference with school administrators within ten instructional days of the fifth unexcused absence. At this meeting, an attendance plan will be developed and should be followed. Schools will work with families to schedule the conference at a convenient time. A school administrator, teacher, counselor, and parent/guardian should attend the conference. The parent/guardian may bring a representative if notice is provided to the school at least 48 hours before the conference.

C. Upon the **tenth** absence and thereafter, failure to provide documentation from a physician will be considered to be in violation of this policy. On the tenth absence, a letter is issued from the school as verification of the student's attendance at school. All absences, **excused or unexcused**, count toward this 10-day limit. Per Senate Bill 282, an affidavit will be filed with the prosecutor's office for students accumulating **10 unexcused** absences.

D. Upon the **fifteenth** absence, **excused or unexcused**, the school will send a notice to Johnson County Community Corrections and DCS for further action. A letter will be sent to parents/guardians as well.

TARDINESS

The prompt arrival of students prepares them for success the entire day. Students who report late to school must check-in at the main office to obtain admittance to the building.

PRE-ARRANGED ABSENCES

Pre-arranged absences may be considered an unacceptable absence and subject to the ten (10) day rule in all three (3) school levels. Prior to the absence, parents are expected to notify the school of the absence.

TRUANCY

A student shall be considered truant each day or part of the day s/he is inexcusably absent from his/her assigned location without parental knowledge. **Absence** is defined as non-present in the assigned location any time beyond the tardiness limit. A student will be considered tardy rather than absent if s/he is in his/her assigned location within thirty (30) minutes after the official start of the school day.

REPORTING ABSENCES

When a student is absent, his/her parent or guardian must call the CBIS attendance line by 9:00 a.m. each day of the absence: 317-346-8601. For convenience it is available 24 hours a day.

STUDENTS LEAVING DURING THE SCHOOL DAY

A. No staff member shall permit or cause any student to leave school prior to the regular hour of dismissal except with the knowledge and approval of the principal and with the knowledge and approval of the student's parents.
B. No student will be released to any government agency without proper warrant or written parental permission except in the event of an emergency as determined by the building principal.

CERTIFICATE OF INCAPACITY

If a parent does not send his/her child to school because of the child's illness or mental or physical incapacity, it is unlawful for the parent to fail or refuse to produce a certificate of incapacity for an attendance officer within (6) days after it is demanded. The certificate required under this requirement shall be signed by an Indiana physician or by an individual holding a license to practice osteopathy or chiropractic in this state or by a Christian Science practitioner who resides in Indiana and is listed in the Christian Science Journal.

MAKEUP WORK

Students are expected to make up work missed during an absence. Upon returning from an absence, students will have the same number of days to complete missed work as they were absent (for example if the student missed 3 days, they will have 3 additional school days to complete the missing work). However, assignments, including tests, which have been made prior to the absence and that were due on or before the day the student returns, will be due on the date the student returns to school or as arranged by the teacher. It is the responsibility of the student to make arrangements with his/her teachers to make up missed work. Direct contact with the teacher via email is the best way for a student to receive instructions and directions when completing work missed during an absence. Parents/Students can also check the teachers' Google Classroom to find assignments. (Varies per team.)

HEALTH SERVICES

The school health program is a cooperative one involving the entire school staff and the parents. A school nurse is assigned to our building. The clinic provides first aid service and emergency care for the sick and injured.

EMERGENCIES

The nurse will see a student if he or she becomes ill during the school day. If the illness is so severe that the student must leave school before the completion of the school day, a parent or guardian (or their designee) will be the only person who can take the student home. Injuries resulting from accidents at school shall be given first aid treatment only. If necessary, the parents will be contacted. It is the responsibility of the student to report any injury to the teacher in charge. If it is impossible to reach a parent, an administrator may request additional aid for the student.

DISPENSING MEDICINE

The administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or the child requires medication to benefit from his/her educational program.

Before any medication or treatment may be administered by school personnel to any student during school hours, the Board shall require the written prescription from the child's physician for all prescription drugs accompanied by the written authorization of the parent. In the case of nonprescription drugs, preparations, or remedies, a written authorization from the parent must be on file in the

office of the principal.

All medications must be brought to the school nurse's office by a parent or guardian. Only prescription medication in its original container; labeled with the students name, date, and exact dosage will be administered. Parents may administer medication to their child in the presence of Health Services personnel or designee once the above criteria are met. Parents must give written authorization for medication to be administered to their child by Health Services personnel or designee during school hours.

Medication that is possessed by a school for administration during school hours or at school functions for a student may be released to:

1. The student's parent or guardian;
2. An individual who is at least eighteen years of age and designated in writing by the student's parent or guardian to receive the medication; or
3. The student, if the student's parent provides written permission for the student to receive the medication.

If there are questions, please see the school nurse.

IMMUNIZATION

Indiana State law requires that parents or guardians of school age children enrolling in a school system submit one of the following types of information:

1. Documentation that the child is fully immunized.
2. Documentation that immunizations have been started with a schedule for completion.
3. An authorization for the new school to receive medical records from a prior school.
4. A written objection to immunizations due to religious or medical reasons.

Please be advised that your child cannot be permanently enrolled and may be denied the opportunity to attend school unless written information of the type listed above has been provided to the school on or before the first day of school in accordance with Indiana state law.

INFORMATION ON MENINGOCOCCAL DISEASE

Indiana law requires each year that parents/guardians be informed about "meningococcal disease and its vaccines" (IC 20-30-5-18).

Meningococcal disease is a dangerous disease that can strike children and youth. The disease can progress rapidly and within hours of the first symptoms, may result in death or permanent disability including loss of hearing, brain damage and limb amputations. Symptoms of meningococcal disease often resemble the flu and can include a fever, headache, nausea and stiff neck, making the disease difficult to diagnose. The bacteria that cause meningococcal diseases are transmitted through air droplets and by direct contact with an infected person. Fortunately there is an immunization available and the U.S. Centers for Disease Control and Prevention (CDC) recommends routine meningococcal immunizations at 11 to 12 years of age. This immunization is commonly called Menactra. Johnson County Health Department has this immunization available for free to those individuals who are eleven to eighteen years old and do not have health insurance that provides coverage for immunizations. To obtain this immunization, please call the Johnson County Health Department for an appointment at 346-4368, or speak with your healthcare provider.

Health Clinic Guidelines for School Exclusion

1. Students with a temperature of 100.4*F or more will be sent home. The student must be fever free and fever reducing medicine free for 24 hours. If the fever persists for 2 days, even without other symptoms, a physician should be consulted. 2. Conjunctivitis (pink eye) - If pink eye is suspected, students should be examined by a health care provider and approved for readmission to school, or remain home until the affected eye is clear and free of purulent drainage. With bacterial conjunctivitis, exclusion is recommended until 24 hours after starting topical antibiotic therapy.
3. Impetigo – Impetigo is a bacterial skin infection characterized by pus filled red bumps that form on the face (particularly around the nose and mouth) or on the extremities. Diagnosis and treatment is required by a physician. Students should be kept home until 24 hrs after initiating antibiotic therapy. Draining lesions should be adequately covered at all times with a dry dressing.
4. Scabies - Diagnosis and treatment is required by a physician. Students may return the day after treatment. 5. Students found with head lice will need to be picked up immediately from school. After treatment and upon returning to school, the student will be examined by the school nurse. If no live lice are found students may return to school. 6. Active Vomiting or Diarrhea - Students should be symptom free for 24 hrs. before returning to school 7. Undiagnosed rash, if fever is present Diagnosis and treatment from a physician is recommended. Student should be symptom free for 24 hrs before returning to school.
8. Chicken Pox (Varicella) - Students must be excluded from school until all vesicles become dry or lesions have faded..
9. Shingles - Students may remain at school only if the site of outbreak can be kept covered and dry.
10. Strep throat - If a strep culture is positive, the student may return to school 24hrs after antibiotic therapy is initiated and is fever free.
11. Pertussis (Whooping Cough) - Diagnosis and treatment is required by a physician. Students may return to school after the first

5 days of antibiotic therapy have been completed.

12. MRSA - MRSA skin infections require diagnosis and treatment by a physician. Students with an abscess, boil, sore or skin lesion that is draining may remain at school only if the area can be kept covered and dry with a bandage. Any student with a draining skin eruption that cannot be contained and kept dry with a bandage will be excluded from school until cleared by a physician.

STUDENT RESPONSIBILITIES AND BEHAVIOR CODE

DUE PROCESS

Students have a constitutional right to a public education. Custer Baker Intermediate will afford due process rights to each student when disciplinary action against the student is contemplated. The Student Due Process law mandates and prescribes certain procedures to guarantee that students in the schools of Indiana receive fair play in disciplinary matters at the hands of school officials. The law requires that all students be fully informed of school rules in writing.

Public Law 218 clarifies the position of many school employees in relationship to the students. Student teachers, teacher assistants, bus drivers, and other school corporation employees have the same authority as teachers to those under their supervision. The law defines and provides for several types of disciplinary options including suspension or expulsion. Suspension refers to the prohibition of attendance for ten school days or less. Expulsion refers to the prohibition of school attendance for more than ten days, for the balance of a semester or a year, or any action that prevents a student from completing their program of studies in a normal period of time.

DUTY TO INFORM

Maintaining a safe school environment is the duty of the entire school community including students. Failing to report the actions or plans of another person to a teacher or administrator where those actions or plans, if carried out, could result in harm to another person or persons or damage property when the student has information about such actions or plans may result in disciplinary action up to expulsion from school. (Indiana Code 20-8.1 – 5.1-8, 9, 10) If a student is not sure the information they have is important (including rumors), valid, real, or truthful the information should still be reported to faculty, staff, or administration so that an appropriate investigation can occur. A student may use the STOPit anonymous reporting app or website available on the Franklin Community Schools website to make reports. Reports submitted anonymously must include enough information to facilitate an investigation.

REPORTING TO THE INDIANA DEPARTMENT OF CHILD SERVICES (DCS)

Indiana Code, and also our school board policy, dictates that all school employees are mandatory reporters of any suspected child abuse or neglect to the DCS hotline immediately, or be in violation of Indiana Code and school board policy. Indiana DCS will then follow their processes and procedures on each report. Should DCS choose to investigate the report, they may decide to talk with the child at school. We will follow our school board policy if that occurs, which includes offering to call parents and offering to stay in the room with the child. DCS can decide, using their process, if parents are notified first and if they would like a school representative in the room during the interview. All aspects of DCS's work are confidential and often the school does not learn of the outcome or findings of any DCS report.

CELL PHONE/ELECTRONIC DEVICE USE DURING THE SCHOOL DAY

Students may use their cell phone or electronic device ONLY under the following conditions:

- Before or after school hours.
- Student cell phones are expected to be OFF, not in use for any reason, and out of sight during the school day. Use in the classroom or office is ONLY approved when given direct permission by a faculty member.

Students may NOT use their cell phone or electronic device:

- In any areas that are considered private, including restrooms, locker rooms, health clinic and while in the main office or guidance office.
- For use in recording video or taking pictures, unless directed by a staff member.
- For making phone calls, unless permitted by a staff member.

****Use of electronic devices is a privilege and may be revoked at any time.*

Students must immediately give a staff member the entire electronic device upon request including all components. Failure to provide a staff member with the electronic device immediately may result in suspension

STUDENT FOLDER AND/OR AGENDA

Each student will receive a student folder at the beginning of the year. This folder is considered an essential school supply. The folder is expected to be used by each student on a daily basis. The agenda must be with students at all times.

ALL-SCHOOL GUIDELINES

It is impossible to cover all types of situations that may occur throughout the school year. Therefore, verbal announcements may be made concerning items not listed in this handbook. Students may be disciplined for items or situations even though they are not specifically covered. Each teacher and team communicates classroom rules that students must follow. These rules are in addition to the rules listed in the handbook.

1. Students must respect the rights of all adults and students by being courteous, respectful and showing appropriate behavior and language at all times. Students must follow instructions of school personnel.
2. Students should not use profane, vulgar or explicit language, nor any remarks defamatory in nature (racial, sexual, religious or otherwise) - regardless of their intent.
3. Earbuds should only be used during the school day for academic purposes. Earbuds are not to be worn in the hallway at any time.
4. Students may not have food or drinks at CBIS unless the items are brought from home for lunch to be eaten in the cafeteria or the items are provided by the teacher and are eaten in a designated area. Energy drinks and soft drinks are not permitted. Students are permitted to have a water bottle.
5. Students should not bring items to school that could interfere with learning. This includes, but is not limited to, such items as electronic games, lasers, and skateboards. All personal electronic devices shall be in the off position and stored out of sight or in teacher designated location. This includes phones, smart watches used as a communication device and personal or school-issued computers. These devices can only be utilized by the following directives:
    1. Medical Necessity
    2. Teacher-Directed
    3. IEP
    4. Emergency
6. There is to be no hand holding, kissing, or other types of similar body contact during school hours or at extracurricular activities.
7. Students shall not bring aerosol cans, body sprays, or perfumes to school or on the bus.
8. Pushing, name-calling and horseplay are prohibited
9. Encouraging students to fight either on or off school grounds is prohibited. Photographing or videotaping students fighting is prohibited.
10. Spreading rumors is prohibited.
11. Cheating and lying are strictly prohibited.
12. When staying after school for any reason, students are to remain with their supervisor at all times.
13. Students may not receive flower /balloon deliveries at school.
14. Electronic devices such as Kindles, MP3s, IPODs, Digital Cameras, phones, Apple Watches and similar devices can only be used during designated times and in designated areas during the school day - this includes the use of earbuds, headphones and airpods.
15. The wearing of gang-related clothing or jewelry is strictly prohibited; the possession of, writing of, or use of gang-related symbols/signs is prohibited.
16. Students who see or hear of weapons, drugs, alcohol, or other illegal items at school; hear about a student threatening to bring a weapon, or threatening to inflict life threatening injuries are required to report this information to a teacher or administrator.
17. Use of another student's ID lunch/library account numbers will be considered theft.
18. Students shall not be in the halls without a hall pass.
19. Students must have their school designated folder with them at all times, with the exception of lunch.
20. Students must follow instruction of school personnel.
21. Students must not carry book bags to their classes if a locker is provided by the team.
22. Students may only use Chromebooks, computers, or other electronic devices for approved academic purposes.
23. Taking photographs, recording video or audio of other students or staff members is prohibited at school or on a bus.
24. Students must make a legitimate effort to complete work.

CONTINUALLY AND HABITUALLY VIOLATING SCHOOL RULES AND DISRUPTING THE EDUCATIONAL ENVIRONMENT FOR THEMSELVES AND OTHERS IS CONSIDERED A SERIOUS BEHAVIOR AND MAY RESULT IN CONSEQUENCES UP TO AND INCLUDING SUSPENSION OR EXPULSION.

DRESS CODE

Due to varying clothing styles and fashion trends, it is not possible to create a comprehensive list of everything that is or is not appropriate for the school environment. CBIS administration will have the final authority to determine if a student's dress is appropriate for school. The following list is not considered comprehensive.

The following guidelines are to be used by students in terms of dress at school:

1. In keeping with the FCS Guiding principles and board policy, the Confederate flag is prohibited in and around all school buildings and grounds.
2. No bare skin showing torso to mid-thigh.Overly short dresses, skirts and shorts are not allowed.
3. Students may not wear pants with holes above mid-thigh unless there is a patch covering the hole.
4. Students may not wear baggy pants that ride low on the hips.
5. Students may not wear pajama pants.
6. Undergarments should not be exposed (sagging pants, bra straps, sheer shirts or sheer leggings).
7. Overly tight tops, tank tops, muscle shirts, low cut shirts, backless shirts and crop tops are not allowed.
8. Student dress must not distract from the educational environment.
9. Clothing or accessories with profane, obscene, or suggestive slogans/designs are not acceptable. Clothing with slogans/designs that may be interpreted as advertising or advocating the use of illegal drugs, alcoholic beverages or tobacco, is not allowed.
10. Heavy coats and hats are to be stored in lockers and may not be worn in the building or taken to class. Blankets and pajamas are not permitted unless prior approval is given.
11. Face paint, makeup and/or accessories that are determined to be disruptive to the educational environment are not permitted. (Examples, but not limited to tails, headbands with animal ears, costume wear, etc.)
12. Students may not wear hats, hoods, or bandanas during the school day unless outlined as an accommodation in an IEP, school designated Spirit Day or other administration approval.
13. Appropriate footwear must be worn at all times. House slippers are not permitted. It is highly recommended that students wear tennis shoes for Health/Wellness and/or PE classes.
14. Dress, unless it is associated with a school purpose, cannot distinguish a person as a member of a distinct group.
15. Heavy chains, spiked necklaces or bracelets are not to be worn.

Students who have questions about particular types or items of dress should talk to a counselor or principal before wearing it to school. When questions regarding appropriate dress arise, the administrator's decision is final.

Dress Code violations will result in the student receiving an office referral, and the student being required to change into appropriate clothing. If alternative clothing is not available or refused, the student may be sent home.

BICYCLE REGULATIONS

1. Students are permitted to ride bicycles to school with prior parent and administration approval.
2. The school is not responsible for lost, stolen or damaged bicycles.
3. Bicycles are to be stored in the area provided and should be locked at all times.

GROUNDS FOR SUSPENSION AND/OR EXPULSION

Public Law 162 (IC 20-8.1-5-4) states that a student may be expelled for failure to comply with school rules, policies, and conduct detrimental to the smooth operation of the school.

STOPit REPORTING APP

Students may report harassment, intimidation, bullying or other threatening or inappropriate behaviors directly to any school staff member or using the STOPit anonymous reporting app available on the Franklin Community Schools website.

FRANKLIN COMMUNITY BUS CONDUCT

TRANSPORTATION GUIDELINES

The Franklin Community Transportation Department prides itself on the safe and efficient delivery of all students to their intended destination. In order to make this possible we have outlined below the expectations for all students who have chosen to ride our buses. While bus transportation is for most students a privilege, we are pleased to host students who assist us in providing a safe and enjoyable riding experience.

BUS RULES AND PROCEDURES

All school rules apply while the student is on any FCS sponsored bus. Violation of any school rules may result in disciplinary action.

1. Will sit in a forward facing position with legs, arms, and head inside the bus and out of the aisle while the bus is in motion.

2. The students will sit in the set assigned to them by the driver. The driver reserves the right to change or adjust the student's assigned seat as he/she deems appropriate.

3. Profane language, obscene gestures or loud and boisterous language are prohibited.

4. Will not stand, swing, climb or jump on the bus seat. Also, students are not to switch seats while the bus is in motion.

5. Will not open bus windows more than halfway at any time.

6. Will not sit in the driver's seat or operate any of the school bus controls.

7. Will not eat, drink, or chew gum while on the bus.

8. Will enter and Exit only by the front door (unless otherwise instructed by the driver).

9. Will not brush their hair or use hygiene products such as hair spray, perfume, nail polish, lip stick, make-up, etc. while on the bus.

10. Will not bring glass containers on the bus such as glass jars, pop bottles, etc.

11. Will not bring skateboards, animals, insects, or plants on the bus.

12. Will keep personal items such as books, pencils, toys, etc. in their book bags.

13. Will make sure that cellphones are on vibrate while riding on the school bus.

14. Students are not allowed to leave the bus without the driver's permission at any time.

15. The students will obey the driver's instructions when crossing the road, boarding, during transport, or leaving the bus.

16. Students must board and leave the bus at the student's regular bus stop location unless given permission by the Transportation Department. The Transportation Department will direct the school to issue a bus pass when permission is granted. This is for all grades K-12.

17. Possession or use of the following are prohibited: tobacco, knives or other dangerous weapons, alcohol, illegal drugs, explosives, fireworks, matches, cigarettes or lighters.

18. Intimidation or harassment of the Driver and/or students is prohibited.

19. Transportation of Large Articles-The size of items should be such that it can be carried on the student's lap or on the floor of the bus under the seat in front on the student's seat. In either case, it will not extend beyond or above the height of the seat in front of the student (approximately 39”).

20. Will not record video or take pictures while on the school bus without driver permission. The student may use devices such as mobile phones or tablets as long as it is not a distraction to the driver or is being used in a way that is deemed inappropriate according to the FCS Acceptable Use Policy.

21. Students should arrive at their bus stop 5 minutes prior to the scheduled pick up time.

SEATBELT USAGE

If the school bus that a child is riding on has seatbelts, it is an expectation that the student properly wear the seatbelt at all times without exception. Not wearing the seatbelt can result in an immediate bus situation.

When a student is suspended from one Franklin Community School Corporation school bus, he/she is suspended from ALL Franklin Community School Corporation school buses. SCHOOL BUS TRANSPORTATION IS A PRIVILEGE AND CAN BE SUSPENDED IF THESE RULES ARE NOT FOLLOWED.

SCHOOL BUS PASSES

Permission to ride a school bus other than the student's regularly assigned bus other than the student's regularly assigned bus will ***NOT*** be granted unless an emergency exists. **Parents must call Custer Baker Intermediate no later than 2:00 p.m. to make arrangements for any exception.**

SERIOUS BEHAVIORS

Students, parents and staff share the responsibility for good behavior in our school. Working together we can provide an environment that is safe, orderly and supportive to learning. Therefore, it is necessary that students, parents and staff understand that ***any behaviors that disrupt education, threaten to or actually cause damage to people, or destroy property are forbidden.*** These behaviors have been classified as "Serious Behaviors" and will result in a significant consequence from the school.

Some of these behaviors include:

1. Harassment, intimidation, or bullying
2. Threatening behavior-either written, verbal or physical
3. Fighting/battery/assault
4. Encouraging or intentionally causing students to fight either on or off school grounds.
5. Disrespect to school personnel
6. Disruption of the educational process
7. Truancy
8. Possession of, selling, purchasing, or use of, tobacco products, electronic cigarettes, matches, or lighters
9. Possession of, selling, purchasing, or use of, illegal drugs, or look-alikes whether prescription or sold over the counter (without prescription), rolling papers, drug paraphernalia, or any substance represented to be illegal drugs
10. Possession of, selling, purchasing, or use of alcohol or intoxicant of any kind
11. Possession of, selling, purchasing, or use of fireworks or any other type of explosive
12. Possession of, selling, purchasing, or use of firearms, knives, similar weapons, or items that look like weapons
13. Causing a false fire alarm, bomb threat, or similar false emergency
14. Destruction or damage of property
15. Theft or possession of stolen items
16. Any gang activity on or off school grounds
17. Any illegal activities on or off school grounds
18. Failure to report knowledge of weapons at school
19. Failure to report any knowledge of someone planning to bring weapons to school
20. Failure to report knowledge of someone threatening to inflict serious injuries
21. Sending, sharing, viewing, or possessing pictures, text messages, e-mails, or other material of a sexual nature in electronic or any other form, including the contents of a cell phone or another electronic device. (See information regarding sexting below)

IMPORTANT NOTICE TO STUDENTS AND PARENTS REGARDING CELL PHONE CONTENT AND DISPLAY

The Child Abuse/Neglect Law requires school personnel to report to law enforcement or child protective services whenever a reason to believe that any person/student is involved with "child exploitation" or "child pornography" as defined by Indiana Criminal Statutes exists. This would include information found on cell phones.

"Sexting" or using a cell phone or other personal communication device to send text, photographs, images or email messages reasonably interpreted as indecent or sexually suggestive is in violation of the student conduct code. Possession of text, photographs, images or email messages of such nature is also in violation of the student conduct code. In addition to taking any disciplinary action, phones will be confiscated and students should be aware that any images suspected to violate criminal laws will be referred to law enforcement officials.

HARASSMENT AND INTIMIDATION OF OTHERS

It is a violation of school rules to threaten, harass or intimidate others. Students who experience such harassment or intimidation for any reason, including, but not limited to, racial or sexual harassment, should report the incident to a school counselor or school administrator immediately for investigation. Bullying is strictly prohibited. Bullying is overt, repeated acts, including physical, verbal, or any other behaviors that are committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, or intimidate the other student. Bullying is prohibited on school grounds, the school bus, or at any school-sponsored activity.

WEAPONS AT SCHOOL

Indiana law IC 20-8.1-5.1 ec. 10 concerning the possession of weapons on school property *requires* that students identified as bringing a deadly weapon to school or on school property; or in possession of a firearm on school property; be *expelled for a period of one (1) calendar year*, with the return of the students to be at the beginning of the first school semester after the one (1) year period.

REPORTING FALSE EMERGENCIES

Students who cause a false fire signal, bomb threat, or any similar false emergency may be recommended for expulsion and assigned a $100.00 fine.

STUDENT DISCIPLINE

School officials may find it necessary to discipline students when their behavior interferes with school purposes or educational functions of the school corporation. In accordance with the provisions of I.C. 20-33-8, administrators and staff members may take the following actions:

DISCIPLINE OPTIONS

The following is a brief summary of the disciplinary options that may be assigned to a student by a teacher and/or administrator.

Detention/Lunch Detention/One Period In School Suspension - If a student is a discipline problem in class, in the cafeteria or in the hallways, that student may receive a Discipline Notice from any CBIS staff member. If detention is assigned on the Discipline Notice,the staff member can assign the detention during lunch, during a class period, or before or after school. A teacher has the right to remove a student from his/her class activity for the balance of the teacher's supervision of the student that day. The student is assigned regular or additional work to be completed in another school setting. A removal by a teacher will be based upon a need to restore order to an atmosphere conducive to learning in the classroom or activity.

In-School Suspension/Alternative Supervised Instruction - In School Suspension (ISS)/Alternative Supervised Instruction, for 1-3 days, is assigned by the administration. Students who are assigned ISS are given assignments from their teachers. Students receive full credit for work completed. Students who do not cooperate in ISS/ASI may be assigned an Out of School Suspension, and may be assigned ISS/ASI in the future. ***Students are not permitted to attend or participate in extracurricular or school sponsored activities for the days assigned In-School Suspension/ASI.*** **(Unless prior authorization is given.)**

Out-of-School Suspension - Out of School Suspension (OSS), 1-10 days, is assigned by the administration. Out-of-School Suspension shall be made only after the principal has made a thorough investigation and has then determined that such suspension is necessary to prevent interference with an educational function or school purposes. At the discretion of CBIS administration, students who are assigned to Out of School Suspension have the opportunity to complete school work they missed, either during the time of suspension or upon the student's return, and can receive full credit for complete work.

Students are not permitted to attend or participate in extracurricular or school sponsored activities for the days assigned In-School Suspension.

Additional Options - Other alternative options, not limited to the following which may be used when students misbehave include: counseling with a student or group of students, conferences with a parent or group of parents, assigning students additional work, rearranging class schedules, requiring a student to remain in school after regular school hours to do additional school work or for counseling, restricting his/her extracurricular activity, behavior contracts, or referral to law enforcement for unlawful acts.

REMOVAL FROM CLASS OR ACTIVITY - TEACHER:

- An intermediate school teacher may remove a student from the teacher's class or activity for a period of up to 5 school days [not to exceed 5 days] if the student is assigned regular or additional work to be completed in another school setting.
- If a teacher removes a student from class, the principal may place the student in one of the following settings: another appropriate class, another appropriate setting, or in-school suspension. The student may not be placed back into the original class until the principal has a meeting with the teacher, the student, and the student's parents to determine an appropriate behavior plan for the student. If the parents do not attend this meeting within a reasonable time, the principal may place the student in another class or educational setting.

EXPULSION: A student may be expelled from school for a period no longer than the remainder of the current semester plus the following semester. In cases where the student is being expelled for possession of a firearm, a destructive device, or a deadly weapon, the maximum length of the expulsion period is listed under the Grounds for Suspension and Expulsion, Section C and Section D.

GROUNDS FOR SUSPENSION OR EXPULSION:

The grounds for suspension or expulsion listed in Section A below apply when a student is:

- On school grounds immediately before, during, and immediately after school hours and at any other time when the school is being used by a school group (including summer school);
- Off school grounds at a school activity, function, or event; or
- Traveling to or from school or a school activity, function, or event.

A violation by a student of a rule listed in Sections A and B is subject to a range of disciplinary consequences imposed by teachers or administrators intended to be progressive in nature and move to a more serious consequence with each violation of the same or similar rule. In recognizing that violations of certain rules and the resulting consequences will be dependent upon the age of the student, the number of prior violations and the severity of the violation, the principal of each building level shall develop the minimum and maximum consequences for each rule for their building that is to be approved by the board annually and published in the student handbook for each building. The appropriate consequence should be the least severe that will adequately address any danger to the student and other persons, prevent further disruption of activities, and promote student achievement.

A. Student Misconduct and/or Substantial Disobedience

Grounds for suspension or expulsion are student misconduct and/or substantial disobedience. The following rules define student misconduct and/or substantial disobedience for which a student may be suspended or expelled:

1. Using violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or other conduct constituting an interference with school purposes, or urging other students to engage in such conduct. The following enumeration is only illustrative and not limited to the type of conduct prohibited by this rule:
    a. Occupying any school building, school grounds, or part thereof with intent to deprive others of its use.
    b. Blocking the entrance or exits of any school building or corridor or room therein with intent to deprive others of lawful access to or from, or use of the building, corridor, or room.
    c. Setting fire to or damaging any school building or school property.
    d. Prevention of or attempting to prevent by physical act the convening or continued functioning of any school or education function, or of any meeting or assembly on school property.
    e. Intentionally making noise or acting in any manner so as to interfere with the ability of any teacher or another person to conduct or participate in an education function.

2. Engaging in any kind of aggressive behavior that does physical or psychological harm to another person or urging of other students to engage in such conduct. Prohibited conduct includes coercion, harassment, hazing, or other comparable conduct.
3. Engaging in violence and/or threat of violence against any student, staff member, and/or other persons. Prohibited violent or threatening conduct includes threatening, planning, or conspiring with others to engage in a violent activity.
4. Causing or attempting to cause damage to school property, stealing or attempting to steal school property.
5. Causing or attempting to cause damage to private property, stealing or attempting to steal private property.
6. Causing or attempting to cause physical injury or behaving in such a way as could reasonably cause physical injury to any person. Self-defense or reasonable action undertaken on the reasonable belief that it was necessary to protect oneself and/or another person is not a violation of this rule.
7. Threatening or intimidating any person for any purpose, including obtaining money or anything of value.
8. Threatening (whether specific or general in nature) injury to persons or damage to property, regardless of whether there is a present ability to commit the act.
9. Failing to report the actions or plans of another person to a teacher or administrator where those actions or plans, if carried out, could result in harm to another person or persons or damage property when the student has information about such actions or plans.
10. Possessing, handling, or transmitting a knife or any object that can reasonably be considered a weapon, is represented to be a weapon, or looks like a weapon
11. Possessing, using, transmitting, or being affected by any controlled substance, prescription drug, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, intoxicant or depressant of any kind, or any paraphernalia used in connection with the listed substances. Also prohibited is the consumption of any of the stated substances immediately before attending school or a school function or event. Low THC Extract as defined by state law is excluded from this rule
    a. Exception to Rule 11: a student with a chronic disease or medical condition may possess and self-administer prescribed medication for the disease or condition if the student's parent has filed a written authorization with the building principal. The written authorization must be filed annually. The written authorization must be done by a physician and must include the following information:
        i. That the student has an acute or chronic disease or medical condition for which the physician has prescribed medication.
        ii. The nature of the disease or medical condition requires emergency administration of the prescribed medication.
        iii. The student has been instructed in how to self-administer the prescribed medication.
        iv. The student is authorized to possess and self-administer the prescribed medication.
12. Possessing, using, or transmitting any substance which is represented to be or looks like a narcotic drug hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant, depressant, or intoxicant of any kind.
13. Possessing, using, transmitting, or being affected by caffeine-based substances other than beverages, substances containing phenylpropanolamine (PPA), stimulants of any kind, or any other similar over-the-counter products.
14. Possessing, using, distributing, purchasing, or selling tobacco or nicotine-containing products of any kind or in any form. These products include e-cigarettes, vaping devices, any type of look-alike products or other related products or devices associated with tobacco or nicotine use or electronic nicotine delivery systems.
15. Offering to sell or agreeing to purchase a controlled substance or alcoholic beverages.
16. Failing to comply with directions of teachers or other school personnel during any period of time when the student is properly under their supervision, where the failure constitutes an interference with school purposes or an educational function.
17. Failing to completely and truthfully respond to questions from a staff member regarding school-related matters including potential violations of the student conduct rules or state or federal law.
18. Falsely accusing any person of sexual harassment, or of violating a school rule, and/or a state or federal law.
19. Engaging in any activity forbidden by the laws of Indiana that constitutes an interference with school purposes or an educational function.
20. Aiding, assisting, agreeing or conspiring with another person to violate these student conduct rules or state or federal law.
21. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, and wrongfully obtaining test copies or scores.
22. Taking, recording, displaying and/or distributing pictures (digital or otherwise), video or audio recordings without the consent of the student or staff member in a situation not related to a school purpose or educational function.
23. Possessing sexually-related materials which include images displaying uncovered breasts, genitals, or buttocks.
24. "Sexting" or using a cell phone or other personal communication device to possess or send text or email messages containing images reasonably interpreted as indecent or sexual in nature. In addition to taking any disciplinary action, phones will be confiscated and any images suspected to violate criminal laws will be referred to law enforcement authorities.
25. Engaging in pranks or other similar activity that could result in harm to another person.
26. Using or possessing gunpowder, ammunition, or an inflammable substance.

27. Violating any board policy or administrative rules that are reasonably necessary in carrying out school purposes or an educational function, including, but not limited to:
    a. engaging in sexual behavior on school property;
    b. engaging in sexual harassment of a student or staff member;
    c. disobedience of administrative authority;
    d. willful absence or tardiness of students;
    e. engaging in speech or conduct, including clothing, jewelry or hair style, that is profane, indecent, lewd, vulgar, or refers to drugs, tobacco, alcohol, sex, or illegal activity;
    f. violation of the school corporation's acceptable use of technology policy or rules;
    g. violation of the school corporation's administration of medication policy or rules;
    h. possessing or using a laser pointer or similar device.
28. Possessing or using an electronic device (e.g. cellular phone, tablet computer, pager, digital camera, electronic equipment) in a manner which constitutes an interference with a school purpose or educational function, an invasion of privacy, or an act of academic dishonesty, or is profane, indecent, or obscene. In addition to being disciplined, students who use an electronic device in a manner which is inconsistent with this rule may have the device confiscated by school administration. Such device will be returned to the parent.
29. Possessing or using on school grounds during school hours an electronic device, a cellular telephone, or any other telecommunication device, including a look-a-like device, in a situation not related to a school purpose or educational function or using such device to engage in an activity that violates school rules. This rule is not violated when the student has been given clear permission from a school administrator or a designated staff member to possess or use one of the devices listed in this rule. In addition to being disciplined, students who use an electronic device in a manner which is inconsistent with this rule may have the device confiscated by school administration. Such device will be returned to the parent.
30. Any student conduct rule the school building principal establishes and gives notice to students and parents.

B. Bullying

1. Bullying committed by students toward other students is strictly prohibited. Engaging in bullying conduct described in this rule by use of data or computer software that is accessed through any computer, computer system, computer network, or cellular telephone or other wireless or cellular communication device, is also prohibited.
2. For purposes of this rule, bullying is defined as overt, unwanted, repeated acts or gestures, including verbal or written communications or images transmitted in any manner including electronically or digitally, physical acts committed, aggression, or any other similar behaviors that are committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted student and create for the targeted student an objectively hostile school environment that:
    - places the targeted student in reasonable fear of harm to the targeted student's person or property;
    - has a substantially detrimental effect on the targeted student's physical or mental health;
    - has the effect of substantially interfering with the targeted student's academic performance; or
    - has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities, and privileges provided by the school.
3. This rule may be applied regardless of the physical location of the bullying behavior when a student commits bullying behavior and the targeted student attends a school within the school corporation and disciplinary action is reasonably necessary to avoid substantial interference with school discipline or prevent an unreasonable threat to the rights of other students to a safe and peaceful learning environment.
4. Any student or parent who has knowledge of conduct in violation of this rule or any student who feels he/she has been bullied in violation of this rule should immediately report the conduct to the [school administrator or designee] who has responsibility for all investigations of student misconduct including bullying. A student or parent may also report the conduct to a teacher or counselor who will be responsible for notifying the [school administrator or designee]. This report may be made anonymously.
5. The [school administrator or designee] shall investigate immediately all reports of bullying made pursuant to the provisions of this rule. Such investigation must include any action or appropriate responses that may be taken immediately to address the bullying conduct wherever it takes place. The parents of the bully and the targeted student(s) shall be notified on a regular, periodic basis of the progress and the findings of the investigation and of any remedial action that has been taken.
6. The [school administrator] will be responsible for working with the school counselors and other community resources to provide information and/or follow-up services to support the targeted student and to educate the student engaging in bullying behavior on the effects of bullying and the prevention of bullying. In addition, the school administrator and school counselors will be responsible for determining if the bullying behavior is a violation of law required to be reported to law enforcement under Indiana law based

upon their reasonable belief. Such determination should be made as soon as possible and once this determination is made, the report should be made immediately to law enforcement.

7. False reporting of bullying conduct as defined in this rule by a student shall be considered a violation of this rule and will result in any appropriate disciplinary action or sanctions if the investigation of the report finds it to be false.
8. A violation of this rule prohibiting bullying may result in any appropriate disciplinary action or sanction, including suspension and/or expulsion.
9. Failure by a school employee who has a responsibility to report bullying or investigate bullying or any other duty under this rule to carry out such responsibility or duty will be subject to appropriate disciplinary action, up to and including dismissal from employment with the school corporation.
10. Counseling, corrective discipline, and/or referral to law enforcement will be used to change the behavior of the perpetrator. This includes appropriate intervention(s), restoration of a positive climate, and support for victims and others impacted by the bullying.
11. Educational outreach and training will be provided to school personnel, parents, and students concerning the identification, prevention, and intervention in bullying.
12. All schools in the corporation are encouraged to engage students, staff and parents in meaningful discussions about the negative aspects of bullying. The parent involvement may be through parent organizations already in place in each school.
13. The superintendent or designee will be responsible for developing detailed administrative procedures consistent with the Indiana Department of Education guidelines for the implementation of the provisions of this rule.

STOPit Reporting App

Students may report harassment, intimidation, bullying or other threatening or inappropriate behaviors directly to any school staff member or using the STOPit anonymous reporting app available on the Franklin Community Schools website.

C. Possessing A Firearm or A Destructive Device

1. No student shall possess, handle or transmit any firearm or a destructive device on school property.
2. The following devices are considered to be a firearm under this rule: any weapon that is capable of expelling, designed to expel, or may readily be converted to expel a projectile by means of an explosion.
3. For purposes of this rule, a destructive device is:
    - an explosive, incendiary, or overpressure device that is configured as a bomb, a grenade, a rocket with a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, a Molotov cocktail or a device that is substantially similar to an item described above,
    - a type of weapon that may be readily converted to expel a projectile by the action of an explosive or other propellant through a barrel that has a bore diameter of more than one-half inch, or a combination of parts designed or intended for use in the conversion of a device into a destructive device.
    - A destructive device is NOT a device that although originally designed for use as a weapon, is redesigned for use as a signaling, pyrotechnic, line throwing, safety, or similar device.
4. The penalty for possession of a firearm or a destructive device: suspension up to 10 days and expulsion from school for at least one calendar year with the return of the student to be at the beginning of the first semester after the one year period. The superintendent may reduce the length of the expulsion if the circumstances warrant such reduction.
5. The superintendent shall immediately notify the appropriate law enforcement agency when a student engages in behavior described in this rule

D. Possessing A Deadly Weapon

1. No student shall possess, handle or transmit any deadly weapon on school property.
2. The following devices are considered to be deadly weapons for purposes of this rule:
    - a weapon, taser or electronic stun weapon, equipment, chemical substance, or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury;
    - an animal readily capable of causing serious bodily injury and used in the commission or attempted commission of a crime; or a biological disease, virus, or organism that is capable of causing serious bodily injury.

3. The penalty for possession of a deadly weapon: up to 10 days suspension and expulsion from school for a period of up to one calendar year.
4. The superintendent may notify the appropriate law enforcement agency when a student engages in behavior described in this rule.

E. Unlawful Activity

A student may be suspended or expelled for engaging in unlawful activity on or off school grounds if 1) the unlawful activity may reasonably be considered to be an interference with school purposes or an educational function, or 2) the student's removal is necessary to restore order or protect persons on school property. This includes any unlawful activity meeting the above criteria that takes place during weekends, holidays, other school breaks, and the summer period when a student may not be attending classes or other school functions.

F. Legal Settlement

A student may be expelled if it is determined that the student's legal settlement is not in the attendance area of the school where the student is enrolled.

LEGAL REFERENCES: I.C. 20-33-8 I.C. 35-31.5-2-86
I.C. 35-47.5-2-4 I.C. 35-47-1-5

SAMPLE SUSPENSION AND EXPULSION PROCEDURES

SUSPENSION PROCEDURE

When a principal (or designee) determines that a student should be suspended, the following procedures will be followed:

1. A meeting will be held prior to the suspension of any student. At this meeting the student will be entitled to:
    a. a written or oral statement of the charges;
    b. if the student denies the charges, a summary of the evidence against the student will be presented; and,
    c. the student will be provided an opportunity to explain his or her conduct.
2. The meeting shall precede suspension of the student except where the nature of the misconduct requires immediate removal. In such situations, the meeting will follow the suspension as soon as reasonably possible following the date of the suspension.
3. Following the suspension, the parent or guardian of a suspended student will be notified in writing. The notification will include the dates of the suspension, describe the student's misconduct, and the action taken by the principal.

EXPULSION PROCEDURE

When a principal (or designee) recommends to the superintendent (or designee) that a student be expelled from school, the following procedures will be followed:

1. The superintendent (or designee) may conduct an expulsion meeting, or may appoint one of the following persons to conduct the expulsion meeting:
    a. legal counsel
    b. a member of the administrative staff who did not expel the student during the current school year and was not involved in the events giving rise to the expulsion.
2. An expulsion will not take place until the student and the student's parents are given notice of their right to appear at an expulsion meeting conducted by the superintendent or the person designated above. Failure to request and to appear at this meeting will be deemed a waiver of rights administratively to contest the expulsion or to appeal it to the school board.
3. The notice of the right to an expulsion meeting will be in writing, delivered by certified mail or by personal delivery, and contain the reasons for the expulsion and the procedure for requesting the meeting.

4. At the expulsion meeting, the principal (or designee), will present evidence to support the charges against the student. The student or parent will have the opportunity to answer the charges against the student, and to present evidence to support the student's position. An attorney may not represent the student at the expulsion meeting, but the attorney may be available for consultation outside the meeting room during the course of the expulsion meeting.
5. If an expulsion meeting is held, the person conducting the expulsion meeting will make a written summary of the evidence heard at the meeting, take any action found to be appropriate, and give notice of the action taken to the student and the student's parents.

Expectations	Be Respectful	Be Responsible	Be Ready to Learn
Classroom	● I will be an active listener ● I will act and speak with kindness ● I will keep hands, feet and objects to myself	● I will ask questions when I don't understand ● I will complete assignments on time ● I will follow teacher expectations	● I will bring all needed materials to class ● I will be to class on time ● I will be an active participant in class ● I will give my personal best effort
Cafeteria	● I will talk at the appropriate level at my table ● I will respect others' property, including their lunch ● I will be silent when someone is on the microphone ● I will act and speak with kindness ● I will not touch others food or tray ● I will not place food/items on any tray other than my own	● I will remain seated unless I have permission to leave my seat ● I will purchase, eat only my own food ● I will leave my table and area clean ● I will use time wisely ● I will always walk in the cafe	● I will line up quickly and quietly at dismissal ● I will make healthy choices
Hallways/Stairs	● I will be quiet/silent when walking in the hallways ● I will walk on the right side of the hallway and stairs/bleachers	● I will always WALK in the hallways ● I will keep the hallways clean of trash ● I will use caution when on the stairs, walk on the right side behind the person in front of me	● I will keep my locker organized and clean ● I will get my materials out of my locker quickly and go immediately to class ● I will not loiter in the hallways
Restroom	● I will be at quiet/silent in restrooms ● I will use restroom appropriately and for its intended use ● I will keep my hands, feet and objects to myself	● I will keep the restrooms clean ● I will report any restroom issues to a staff member immediately ● I will wash my hands and throw away trash in trash can ● I will value others privacy while in the restroom	● I will not loiter in the restroom ● I will only use the restroom when needed
School office	● I will use a quiet voice while in the office ● I will use manners with office staff	● I will come to the office only when sent by a staff member	● I will return to class promptly after leaving the office
Recess and on the school grounds	● I will keep hands, feet and other objects to myself ● I will give other students their personal space to play ● I will not tackle, push or rough play ● I will ensure the safety of others by avoiding aggressive talk and behavior	● I will follow the directions of the supervisors ● I will stay in the designated areas ● I will report any recess issues immediately to a supervisor ● I will take care of all recess equipment	● I will line up quickly when recess has ended ● I will treat others' kindly and fairly

Minors

These behaviors are handled by the classroom teacher OR the attending adult

● Unprepared for class ● Incomplete homework ● Talking in class ● Lateness ● Pushing and or running in corridors ● Cell phones	● Inappropriate clothing ● Inappropriate footwear ● Eating or drinking in classroom/hallways ● Assembly behaviors ● Non compliance

Mids

These behaviors are handled initially by the attending adult, but are referred to the administration if they become chronic

● Inappropriate language ● Disrespecting teachers ● Disrespecting teachers personal spaces and property ● Inappropriate use of electronics (cell phones, social media, chromebooks) **A teacher/staff member may complete a misbehavior notice and assign a consequence for this level of behavior.*	● Cheating on assignments, tests, quizzes ● Lying ● Teasing ● Not signing out properly ● Physical Aggression (horseplay, body-bumping, etc.) ● Unsubstantiated reports of threats, name calling and harassment

Majors

These behaviors are immediately referred to the administration

● All bus behaviors ● Fighting ● Weapons ● Substantiated racism and other forms of discrimination ● Vandalism ● Inappropriate use of internet/print material ● Theft (serious) ● Defiance ● Verbal aggression (substantiated spoken or written threats) ● Physical aggression (intent to harm) ● In school suspension or detention violation	● Inappropriate use of emergency equipment ● Leaving school grounds without permission ● Use of or under the influence of drugs alcohol, and tobacco ● Sexual behaviors ● Sexual harassment ● Smoking on school property ● Use of matches and lighters on school property ● Inappropriate representation of school (field trips, athletics, performances, etc.) ● Bullying (confirmed by administration)

CUSTER BAKER INTERMEDIATE SCHOOL
HONOR CARD/1st 9 weeks

Step	Consequence/Misbehavior *Please provide a brief description of misbehavior*	10 Step Discipline Management Plan	Date	Teacher Name	Parent/Guardian Signature
#1	Verbal Warning	Teacher will contact the parent if the signature is not obtained. Date of Contact___			
#2	Verbal Warning	Parent Contact/Teacher Signature Required			
#3	Verbal Warning	Phone Call or Email to Parent required			
#4	Team Conference w/ Student	Team meets with student during Team Time			
#5	Lunch Detention	Parent Contact/Teacher Signature Required			
#6	Meeting with Counselor- Create plan for success	Counselor contacts home/ weekly check-in			
#7	Detention	Parent Contact/Teacher Signature Required			
#8	Meeting with Dean	Parent Contact/Teacher Signature Required			
#9	Meeting with Administration	Parent Contact/Teacher Signature Required			
#10	Online Student Misbehavior Notice Submitted to Office	Parent Contact/Teacher Signature Required			

# of Detentions: _____ # of Honor Card Entries: _____

End of 9 Weeks Parent Signature: _____

CUSTER BAKER INTERMEDIATE SCHOOL
HONOR CARD/2nd 9 weeks

Step	Consequence/Misbehavior *Please provide a brief description of misbehavior*	10 Step Discipline Management Plan	Date	Teacher Name	Parent/Guardian Signature
#1	Verbal Warning	Teacher will contact the parent if the signature is not obtained. Date of Contact___			
#2	Verbal Warning	Parent Contact/Teacher Signature Required			
#3	Verbal Warning	Phone Call or Email to Parent required			
#4	Team Conference w/ Student	Team meets with student during Team Time			
#5	Lunch Detention	Parent Contact/Teacher Signature Required			
#6	Meeting with Counselor-Create plan for success	Counselor contacts home/ weekly check-in			
#7	Detention	Parent Contact/Teacher Signature Required			
#8	Meeting with Dean	Parent Contact/Teacher Signature Required			
#9	Meeting with Administration	Parent Contact/Teacher Signature Required			
#10	Online Student Misbehavior Notice Submitted to Office	Parent Contact/Teacher Signature Required			

# of Detentions: _____ # of Honor Card Entries: _____

End of 9 Weeks Parent Signature: _____

CUSTER BAKER INTERMEDIATE SCHOOL
HONOR CARD/3rd 9 weeks

Step	Consequence/Misbehavior *Please provide a brief description of misbehavior*	10 Step Discipline Management Plan	Date	Teacher Name	Parent/Guardian Signature
#1	Verbal Warning	Teacher will contact the parent if the signature is not obtained. Date of Contact___			
#2	Verbal Warning	Parent Contact/Teacher Signature Required			
#3	Verbal Warning	Phone Call or Email to Parent required			
#4	Team Conference w/ Student	Team meets with student during Team Time			
#5	Lunch Detention	Parent Contact/Teacher Signature Required			
#6	Meeting with Counselor-Create plan for success	Counselor contacts home/ weekly check-in			
#7	Detention	Parent Contact/Teacher Signature Required			
#8	Meeting with Dean	Parent Contact/Teacher Signature Required			
#9	Meeting with Administration	Parent Contact/Teacher Signature Required			
#10	Online Student Misbehavior Notice Submitted to Office	Parent Contact/Teacher Signature Required			

# of Detentions: _____ # of Honor Card Entries: _____

End of 9 Weeks Parent Signature: _____

CUSTER BAKER INTERMEDIATE SCHOOL
HONOR CARD/4th 9 weeks

Step	Consequence/Misbehavior *Please provide a brief description of misbehavior*	10 Step Discipline Management Plan	Date	Teacher Name	Parent/Guardian Signature
#1	Verbal Warning	Teacher will contact the parent if the signature is not obtained. Date of Contact___			
#2	Verbal Warning	Parent Contact/Teacher Signature Required			
#3	Verbal Warning	Phone Call or Email to Parent required			
#4	Team Conference w/ Student	Team meets with student during Team Time			
#5	Lunch Detention	Parent Contact/Teacher Signature Required			
#6	Meeting with Counselor-Create plan for success	Counselor contacts home/ weekly check-in			
#7	Detention	Parent Contact/Teacher Signature Required			
#8	Meeting with Dean	Parent Contact/Teacher Signature Required			
#9	Meeting with Administration	Parent Contact/Teacher Signature Required			
#10	Online Student Misbehavior Notice Submitted to Office	Parent Contact/Teacher Signature Required			

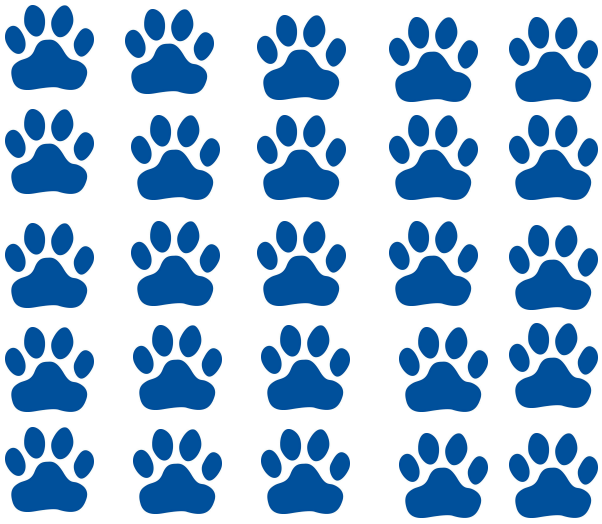
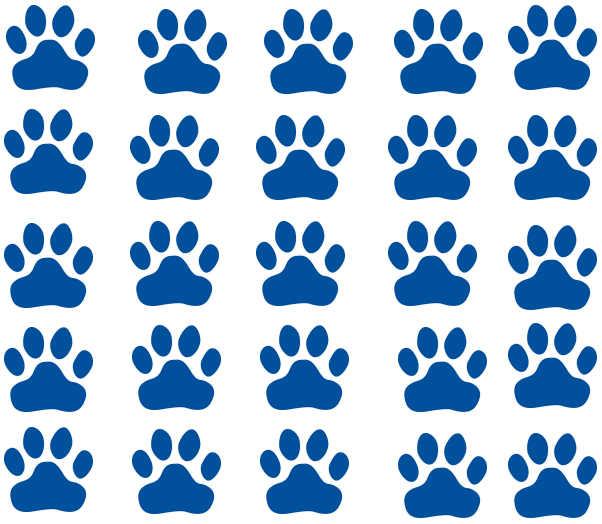
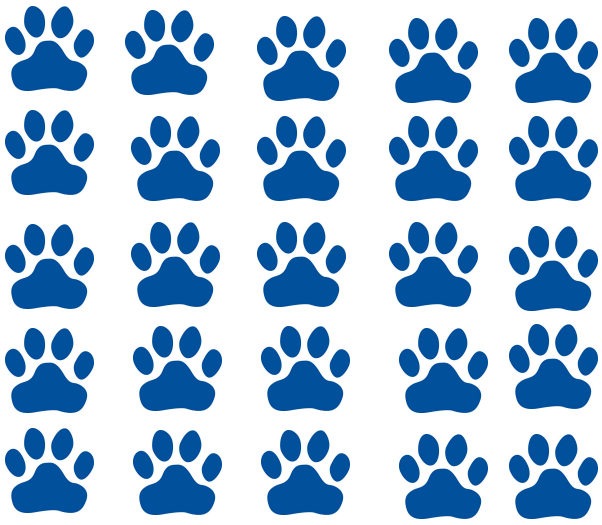
# of Detentions: _____ # of Honor Card Entries: _____

End of 9 Weeks Parent Signature: _____

Name_____ Homeroom_____

The PAW Card

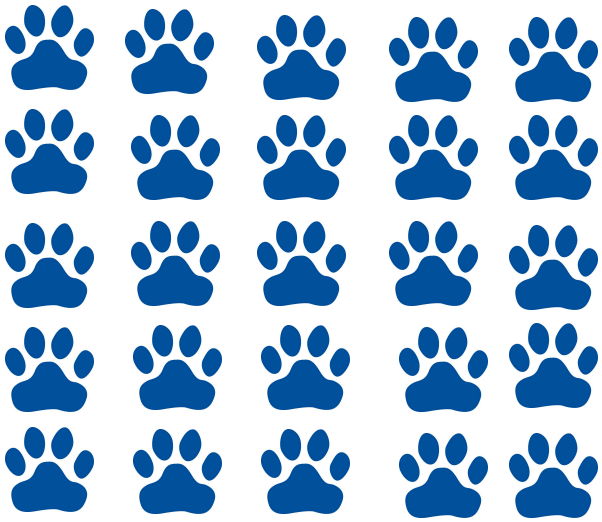
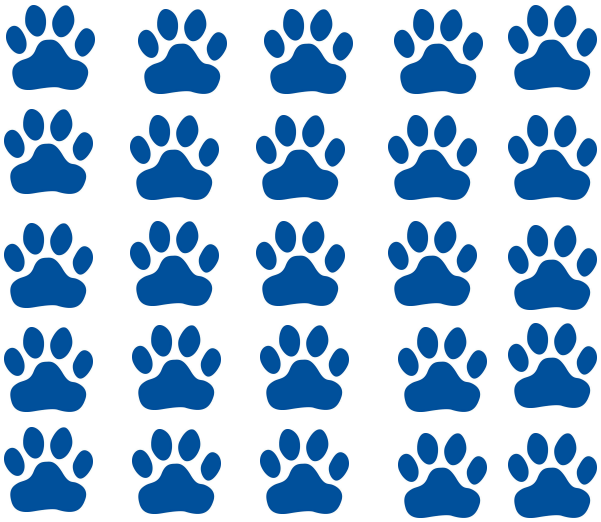
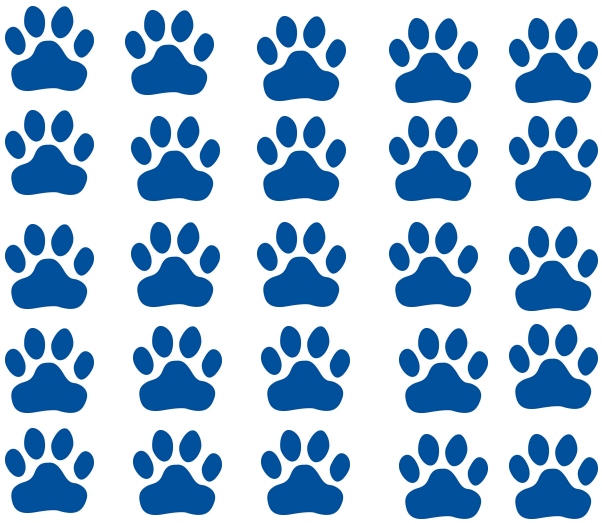
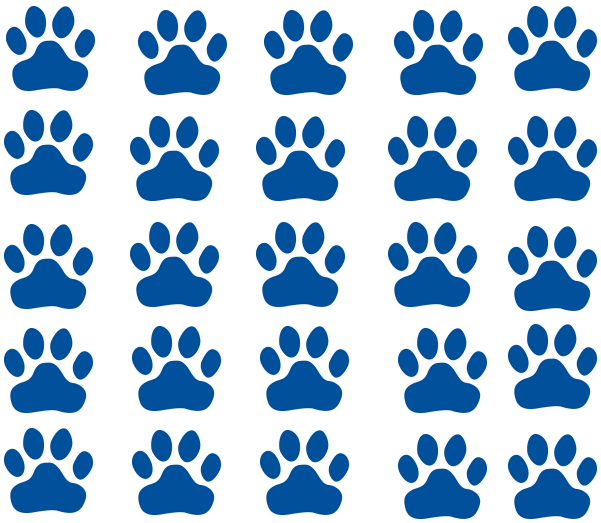
Be Respectful Be Responsible Be Ready to Learn

	
PRIZE TIME!	PRIZE TIME!
	
PRIZE TIME!	PRIZE TIME!

Name_____ Homeroom_____

The PAW Card

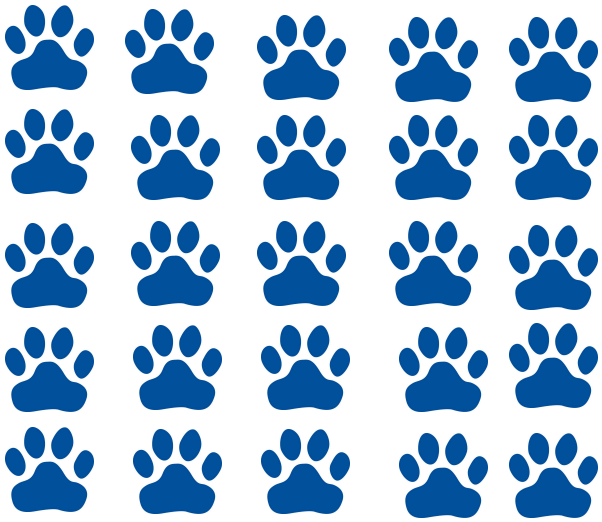
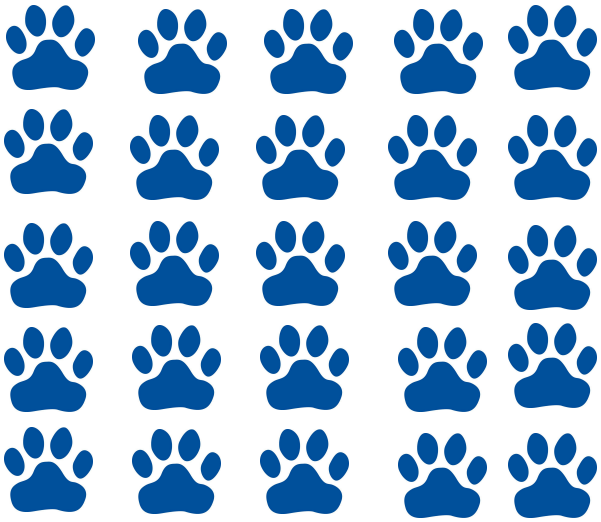
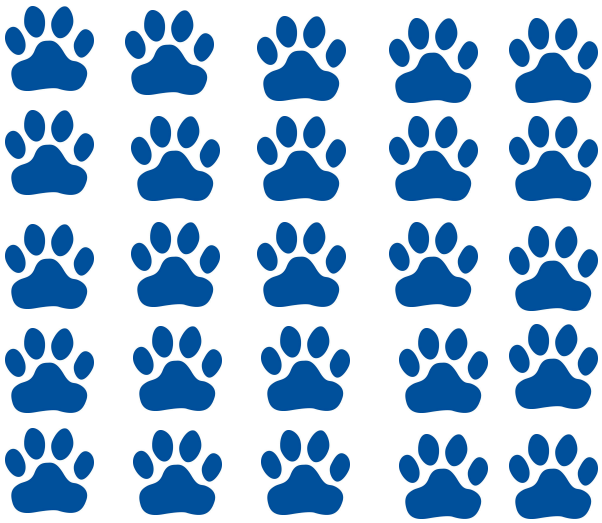
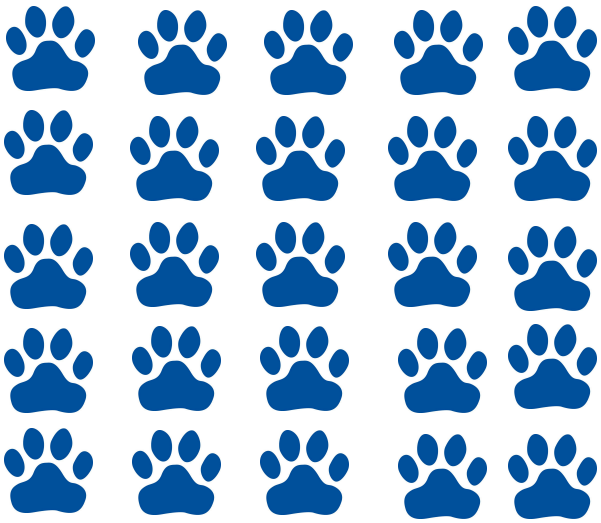
Be Respectful Be Responsible Be Ready to Learn

	
PRIZE TIME!	PRIZE TIME!
	
PRIZE TIME!	PRIZE TIME!

Name_____ Homeroom_____

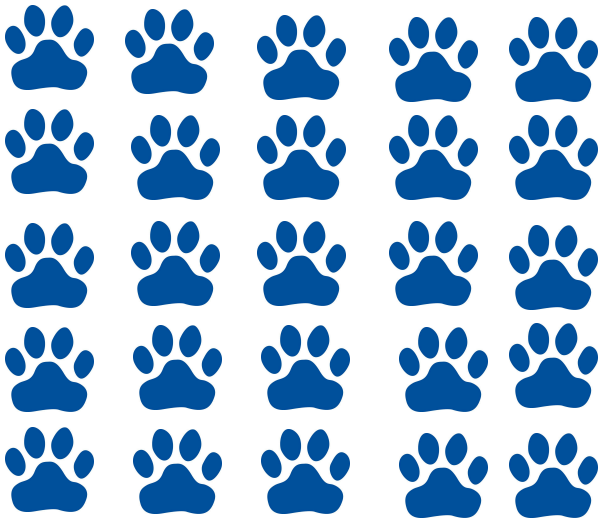
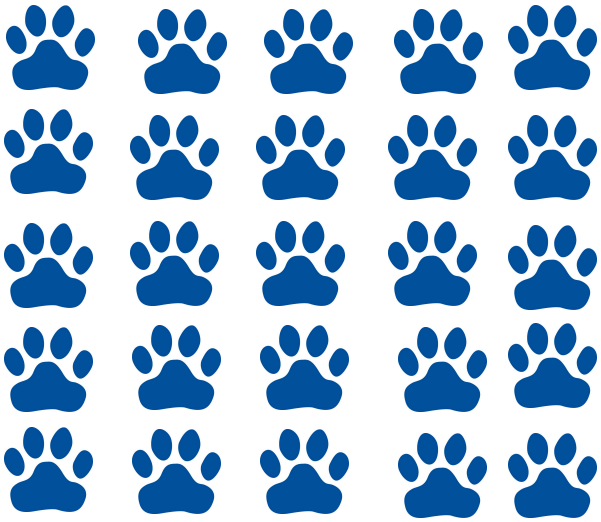
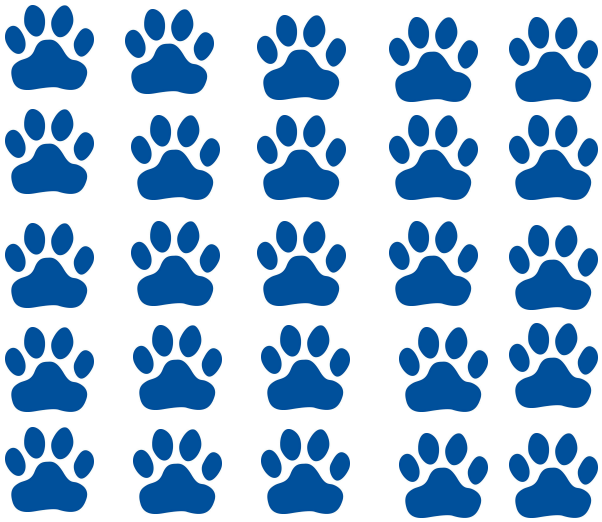
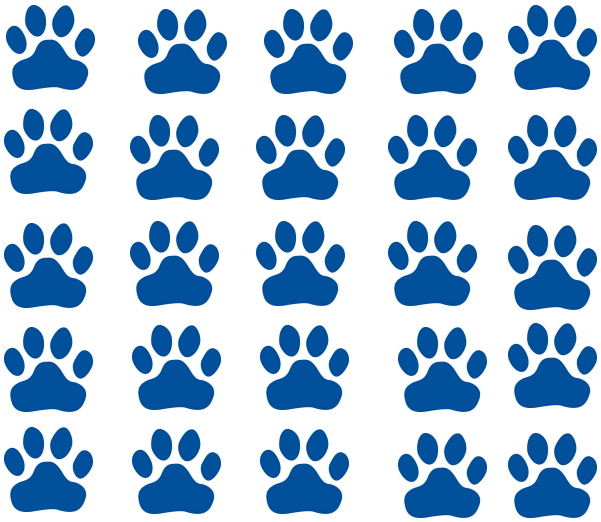
The PAW Card

Be Respectful Be Responsible Be Ready to Learn

	
PRIZE TIME!	PRIZE TIME!
	
PRIZE TIME!	PRIZE TIME!

Name_____ Homeroom_____

The PAW Card

	
PRIZE TIME!	PRIZE TIME!
	
PRIZE TIME!	PRIZE TIME!

Name:_____

ILEARN CHECKPOINT DATA

Math

Checkpoint 1	Action Plan to Reach Proficiency
Checkpoint 2	Action Plan to Reach Proficiency
Checkpoint 3	Action Plan to Reach Proficiency
Summative	Action Plan to Reach Proficiency

ELA

Checkpoint 1	Action Plan to Reach Proficiency
Checkpoint 2	Action Plan to Reach Proficiency
Checkpoint 3	Action Plan to Reach Proficiency
Summative	Action Plan to Reach Proficiency

Franklin Community Middle School Proposed Changes

2024-25	2025-26
Assistant Principal: Ben Carroll	Assistant Principal: Cole Zook
Athletic Director: Brent Schmidt	Athletic Director: Josh Fewell
Mrs. Tina Gross: Executive Director of Finance	Mrs. Tina Jobe: Executive Director of Finance
Table of Contents: Title IX Information 3-10 General Information 10-12 Academics & Accountability 12-14 Student Attendance 14-16 Health Services 16-17 Student Responsibilities 18-26 Athletic Code of Conduct 26-29 FCS Bus Conduct 29-31 Additional FCS Policies 31-42	**Table of Contents:** Student Responsibilities 18-27 Athletic Code of Conduct 27-30 FCS Bus Conduct 30-32 Additional FCS Policies 32-43
Board of School Trustees Jake Sappenfield - President Andy Lamm - Vice President Kristi Ott - Secretary Becky Nelson - member Bryan Wertz - member	**Change Board of School Trustees** Mrs. Becky Nelson-President Ms. Debbie Gill-Vice President Ms. Jennifer Mann-Secretary Mr. Brett Jones- Member Mr. David Yount- Member
GENERAL INFORMATION	
HEALTH SERVICES	
ACADEMICS AND ACCOUNTABILITY	
STUDENT ATTENDANCE	
HABITUAL ABSENCES • Upon the fifteenth absence, the school will send a notice to Johnson County	**HABITUAL ABSENCES** • Upon the fifteenth unexcused absence, the school will send a notice to Johnson County

Probation/Office of Family and Children and DCS for further action.	Probation/Office of Family and Children and DCS for further action. **Added:** Per board policy C175 and guideline C175-R1, excessive absences whether excused or unexcused may result in loss of privileges including not being able to attend field trips, ECA such as band, choir, athletics, dances, club participation restrictions, ineligible to receive credit for the course or disciplinary actions. Repeated instances of unexcused absences may result in disciplinary action up to suspension or expulsion of a student.
STUDENT RESPONSIBILITIES AND BEHAVIOR CODE	
STUDENT PLAYBOOK Each student will receive a student playbook at the beginning of the year. This playbook is considered an essential school supply, and should be with them at all times. This playbook contains a snapshot of our behavior expectations, school policy log, hall passes and nurse passes.	Each student will receive a student playbook at the beginning of the year. This playbook is considered an essential school supply, and should be with them at all times. This playbook contains a snapshot of our behavior expectations, school policy log, and STEPS classroom management system.
ALL-SCHOOL GUIDELINES 5. Students may not have food or drinks at FCMS unless the items are brought from home for lunch to be eaten in the cafeteria or the items are provided by the teacher and are eaten in a designated area. Energy drinks are not permitted. Students are permitted to have a water bottle.	5. Students may not have food or drinks at FCMS unless the items are brought from home for lunch to be eaten in the cafeteria or the items are provided by the teacher and are eaten in a designated area. ~~Energy drinks are not permitted.~~ Students are permitted to have a water bottle. 6. Energy drinks are not permitted. (ex: Monster, Alani, Celsius)
DRESS CODE 2. Excessively short skirts or shorts (ex: volleyball shorts) are not permitted- they should be no shorter than mid-thigh. 9. Face paint, makeup, and/or accessories that are determined to be disruptive to the educational environment are not permitted.	2. Excessively short skirts or shorts (ex: volleyball shorts) are not permitted. ~~- they should be no shorter than mid-thigh.~~ 9. Face paint, makeup, costumes, and/or accessories that are determined to be disruptive to the educational environment are not permitted.
ACADEMIC INTEGRITY	All assignments, quizzes, tests, papers, and other graded work are to be the product of the individual

All assignments, quizzes, tests, papers, and other graded work are to be the product of the individual student being evaluated unless the teacher has specifically stated otherwise. If in the judgment of the instructor, a student uses artificial intelligence (AI) and/or another person's work and presents it as the student's own, the student will be given a failing grade for the specific assignment. Similarly, students who allow another student to copy their work for purposes of deception will be given a failing grade for the work.	student being evaluated unless the teacher has specifically stated otherwise. If in the judgment of the instructor, a student uses artificial intelligence (AI) and/or another person's work and presents it as the student's own, the student will be given a failing grade for the specific assignment and/or student may receive a discipline consequence. Similarly, students who allow another student to copy their work for purposes of deception will be given a failing grade for the work and/or discipline consequence.
FCMS STUDENT DISC. OPTIONS Add section under School Policy Log	**STEPS:CLASSROOM MANAGEMENT SYSTEM**- Teachers all utilize a "STEPS" system to manage student behavior within the classroom. (Visual is added on Student Handbook page 21)

STUDENT HANDBOOK 2025-26

625 Grizzly Cub Drive; Franklin, IN 46131
Telephone 346-8400 Fax 346-8411
www.franklinschools.org

Administration & Front Office Staff

Principal	Rita Holman
Assistant Principal	Cole Zook
Assistant Principal	Jenny Pieper
Guidance Counselors	Monica Anderson / Tina Tracy
Mental Health Team	Acacia Long/Ashly Neher
Athletic Director	Josh Fewell
Athletic Secretary	Barbara Nicholson
Administrative Assistants	Jennifer Hinton / Margie Buchanan
Guidance Administrative Asst.	Kim Heiney
Treasurer	Jennifer Coleman
School Nurse	Lisa Neathery

Franklin Community Schools
Administrative Office 738-5800

Dr. David Clendening	Superintendent
Dr. Brooke Worland	Assistant Superintendent
Mrs. Tina Jobe	Executive Director of Finance
Mr. Matt Sprout	Director of Technology
Mr. Benji Betts	Director of Operations

Board of School Trustees

Mrs. Becky Nelson	President
Ms. Debbie Gill	Vice President
Ms. Jennifer Mann	Secretary
Mr. Brett Jones	Member
Mr. David Yount	Member

FCS Mission Statement: *Together, we empower greatness in all learners through collaboration, dynamic partnerships, and rich experiences that develop a world-class learning environment.*

FCS Vision: *Franklin Community Schools - where education is student-centered and innovative, and learners are inspired to become great.*

Beliefs: *In a safe and nurturing environment, students: Learn at different rates / Learn more effectively while actively engaged /Develop positive relationships with adults and peers.*

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TITLE IX (STUDENT) SEXUAL HARASSMENT ALLEGATION PROCEDURE

General Policy Statement and Scope

Complaints that fall under this section are sexual harassment complaints in which a student is either the Complainant (alleged victim) or Respondent (alleged harasser).

The term "sexual harassment" as used in this procedure shall mean conduct on the basis of sex, including, but not limited to failure to conform to stereotypical notions of masculine or feminine traits such as:

A. a Corporation employee conditioning the provision of an aid, benefit, or service of the Corporation on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);

B. unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Corporation's education program or activity; or

C. "sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

1. "Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

a. Rape is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. Attempted rape is included.

b. Sodomy is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

c. Sexual Assault with an Object is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.

d. Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

e. Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.

f. Statutory Rape is sexual intercourse with a person who is under the statutory age of consent as defined by State law.

g. Consent refers to words, actions, inactions, or any other conduct that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.

h. Incapacitated refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

2. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:

a. a current or former spouse or intimate partner of the victim;

b. a person with whom the victim shares a child in common;

c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;

d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or

e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

3. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

4. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

The term "consent" as applicable to this procedure shall mean an individual voluntarily agreeing, by words or actions, to the proposal of another individual. An individual may be incapable of consent due to mental or physical incapacitation. The vast majority of Corporation students are incapable of giving consent to sexual contact, because Indiana law generally establishes the age of consent as 16.

The Corporation is committed to promptly responding to reports of sexual harassment. All reference to "days" within these procedures shall mean instructional days. The procedures described below may be subject to temporary delays based on good cause (e.g., law enforcement involvement, absence of a party, witness, or advisor, translation or accommodation needs) with written notice to both parties explaining the reason for the delay.

Title IX Coordinator(s) The Board designates and authorizes the following individual(s) to oversee and coordinate the Corporation's Title IX compliance. Inquiries about the application of Title IX and its regulations may be referred to the Title IX Coordinator.

Title IX Coordinator

998 Grizzly Cub Drive, Franklin, IN 46131

317-346-8700

titleix@franklinschools.org

The Title IX Coordinator is responsible for monitoring and ensuring compliance with all non-discrimination and anti-harassment law. The Title IX Coordinator shall document all reports of discrimination or harassment and establish a protocol for recordkeeping. Nothing in this procedure shall supersede or substitute an employee's other mandatory reporting obligations including, but not limited to, reporting suspected child abuse and neglect and bullying.

The Title IX Coordinator shall report directly to the Superintendent except when the Superintendent is a Respondent. In such matters, the Title IX Coordinator shall report directly to the Board of School Trustees. Questions about this policy should be directed to the Title IX Coordinator.

Grievance Process

The Corporation's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before the imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent. All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will receive training regarding topics related to this process, including: the definition of sexual harassment, the scope of the Corporation's education program and activity, and how to conduct these grievance procedures.

All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will objectively evaluate all relevant evidence – both inculpatory and exculpatory. Further, no credibility determination will be based on a person's status as a Complainant, Respondent, or witness.

Consistent with the law, the Corporation will presume the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. **The Corporation will utilize the preponderance of the evidence standard when determining responsibility.** The Corporation will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. Further, questions or evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions or evidence are offered to prove that someone other than Respondent committed the conduct alleged by the Complainant or to prove consent.

Report of Sexual Discrimination/Harassment

Anyone who believes that a student or staff member has possibly been the target of sexual harassment should immediately report the situation to an appropriate staff member such as a teacher, counselor, administrator, or the Title IX Coordinator. Any person may report sex discrimination, including Sexual Harassment, in person, by mail, by telephone, or by electronic mail, using thecontact information for the Title IX Coordinator. **Any employee who has reason to believe that a student or staff member has been the target of sexual harassment must report the behavior to their building level leader, such as a principal.** If a Corporation employee fails to report an incident of Sexual Harassment of which the Corporation employee is aware, the Corporation employee may be subject to disciplinary action, up to and including termination.

The Corporation accepts anonymous reports submitted using the STOPit website. However, anonymous reports may hamper the Corporation's ability to respond to allegations of sexual harassment.

The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Board employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment.

The Board does business with Third Parties who are not students or employees of the Board. Notwithstanding any rights that a given Third-Party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or Third Party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any Third Party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct and the Employee/Administrator Handbook.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies and/or administrative guidelines, the applicable Student Code of Conduct, or Employee/Administrator Handbook(s).

Response to a Report and Supportive Measures

Upon receipt of a report, the Title IX Coordinator must promptly, usually within two (2) days, contact the Complainant to discuss the availability of supportive measures.

Supportive measures are non-disciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent. Such measures are designed to restore or preserve equal access to the Corporation's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Corporation's educational environment, or deter sexual harassment.

Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, leaves of absence in the case of employees, increased security and monitoring of certain areas of the campus, and other similar measures.

In addition to discussing the availability of supportive measures, the Title IX Coordinator will also consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. The Title IX Coordinator will make contact with the Complainant in person, via phone, or via a virtual meeting in order for the Complainant to ask questions. If the Complainant is a student under the age of eighteen, the student's parent will be contacted simultaneously.

A "formal complaint" is a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting the Corporation investigate the allegation(s) of sexual harassment.

Even in instances where a Complainant chooses not to file a formal complaint, supportive measures may continue at the discretion of the Title IX Coordinator.

The Title IX Coordinator may decide to sign a formal complaint to investigate the allegation(s) of sexual harassment against the wishes of the Complainant where moving forward without an investigation would be unreasonable. Such circumstances may include, but are not limited to, reports that indicate multiple Respondents, the involvement of a Corporation employee, and/or continued sexual harassment of the Complainant and others.

While there is on deadline by which a Complainant must file a formal complaint, the Corporation encourages Complainants to submit a formal complaint within ten (10) days of meeting with the Title IX Coordinator. In instances where enough time has passed that the Corporation cannot gather evidence, the Corporation may not be able to investigate.

The Corporation will offer supportive measures to a Complainant who is the subject of an anonymous report. However, should a Complainant desire to initiate the grievance process, the Complainant cannot remain anonymous or prevent the Complainant's identity from being disclosed to the Respondent.

Emergency Removal

Subject to limitations and/or procedures imposed by State and/or Federal law, the Corporation may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purpose of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any individual (including self) before or at any time during the proceedings described herein, that justifies removal. If the Corporation determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. See Policy Policy 5605 – Suspension and Expulsion of Students with Disabilities, Policy 5610 – Suspension and Expulsion of Students, Policy 5611 – Due Process Rights, and Policy 5620 – Court Assisted Resolution of Suspension and Expulsion.

An emergency removal does not affect or modify any rights a student receiving special education may have under the IDEA, Section 504, or the ADA.

If the Respondent is a non-student employee, the Corporation may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the Corporation Community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

Notice

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice of the following to the parties (to the extent known) containing the following information:

A. notice of the Board's grievance process, including any informal resolution processes;

B. notice of the allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include: the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident, if known. The written notice must:

1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence;

3. inform the parties of any provision in the Student Code of Conduct, this policy, and/or Employee/Administrator Handbook that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of the investigation, additional allegations are uncovered and therefore investigated, the Corporation will provide a supplemental notice of the additional allegations to the parties whose identities are known.

Dismissal and Consolidation

In certain instances, the Corporation may dismiss or consolidate formal complaints. Such instances of dismissal include, but are not limited to, when the alleged conduct, even if true, would not constitute sexual harassment, when the Respondent is a non-student or non-employee of the Corporation, or when a Complainant notifies the Title IX Coordinator they would like to withdraw the formal complaint. A dismissal does not preclude the Corporation from taking action under another provision of the applicable code of conduct, board policy, and/or employee handbook. If a formal complaint is dismissed, the Corporation will promptly inform the parties of the reason for dismissal and the right to appeal.

Further, the Corporation may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

Informal Resolution Process

Upon receipt of a formal complaint and after providing sufficient notice to the parties, the Corporation may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the allegations. The Corporation may not require the parties to participate in the informal process, but instead must obtain the parties' voluntary, written consent to participate.

The informal process is not available to resolve allegations that an employee sexually harassed a student. Further, at any time during the informal process any of the parties may end the informal process and initiate the investigation and determination process.

Investigation of a Formal Complaint of Sexual Harassment

Unless the Corporation dismisses a formal complaint or the parties resolve a formal complaint through the informal process, the Corporation will investigate the allegations of sexual harassment and make a determination regarding responsibility.

The burden of proof and collection of evidence rests with the Corporation. To that end, the Title IX Coordinator, in conjunction with a designated building-level leader, will conduct an investigation.

The means of investigating a formal complaint include, but are not limited to, Complainant, Respondent, and witness interviews and review of documentation. The parties shall have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Corporation will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. Evidence or information related to the allegations under investigation may not be discussed by the parties, except with their chosen advisors. The parties may not substantially disrupt the educational environment. Absent extenuating circumstances, the collection of evidence for an investigation should conclude within thirty (30) days.

The parties may be accompanied to any meeting or proceeding related to the investigation by an advisor of their choice, who may be, but is not required to be an attorney. Apart from a union representative accompanying an employee who is a party, employees are discouraged from serving as advisors to students.

Advisors may not be present on behalf of the party they accompany and should request or wait for a break in the meeting if they wish to interact with the Title IX Coordinator or building level leader. Advisors may confer quietly with parties as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the party and their advisors should ask for a break or step out of the meeting. An advisor who disrupts the process will receive one warning, after which if continued disruption occurs the advisor will be removed from the meeting/proceeding. In such an event, the parties will be given the opportunity to reschedule and be accompanied by another advisor.

When the Title IX Coordinator and building level leader have completed their collection of evidence, they will provide both parties with an equal opportunity to inspect and review any evidence obtained that is directly related to the allegations raised in the Formal Complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

The parties and any advisors must execute the provided non-disclosure agreement before they may receive the evidence for review. Following execution of the non-disclosure agreement, the Title IX Coordinator and/or building level leader will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) calendar days to submit a written response, which the Title IX Coordinator will consider prior to completion of the investigative report.

At the conclusion of the investigation, the Title IX Coordinator and building level leader shall create an investigative report that fairly summarizes relevant evidence. At least ten (10) days prior to the time of determination, the Title IX Coordinator and building level leader will send the report in an electronic format or a hard copy to each party and the party's advisor, if any, for their review and written response.

Determination of Responsibility

Generally, the [SCHOOL OFFICIAL TITLE] shall serve as the decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigative report has been sent to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, each party will be afforded the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

The process of written questions and follow-up questions should generally take thirty (30) days or less. Within a reasonable time period following the written questions, the decision-maker will issue a written determination regarding responsibility applying the preponderance of evidence standard.

The written determination will include the following content:

A. identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;

B. a description of the procedural steps taken;

C. findings of fact supporting the determination;

D. conclusions regarding the application of the applicable code of conduct to the facts;

E. a statement of, and rationale for, the result as to each allegation, and

F. the procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

The decision-maker will provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

Remedies

Where, following the formal or informal process, the Corporation determines a Respondent responsible for sexual harassment, the Corporation shall provide remedies designed to restore or preserve equal access to the recipient's education program or activity. Such remedies may include supportive measures and/or discipline up to and including expulsion. The Corporation's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process and procedures, the Superintendent (or the Title IX Officer if the Superintendent is the Respondent) may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

Appeal

Following the decision-maker's determination regarding responsibility, either party may appeal to the designated governing body representative. An appeal should be submitted in writing within ten (10) days of the party's receipt of the determination. Note, appeals will only be considered if based on one of the following:

A. procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);

B. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter; or

C. the Title IX Officer, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter. and

Both parties shall have five (5) days after the submission of an appeal to submit a written statement in support of, or challenging the decision-maker's determination. The governing body representative will issue a written decision describing the result of the appeal and the rationale for the result within forty-five (45) days. The governing body representative's decision will be provided simultaneously to the parties.

Nothing herein shall prevent the Superintendent (or the Board when the Superintendent is the Respondent) from imposing any remedy, including disciplinary sanction, while the appeal is pending.

Retaliation

The Corporation prohibits retaliation against persons who report, testify, assist, or participate or refuse to participate in any manner in an investigation, proceeding, or hearing. Retaliation includes intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX..

Complaints alleging retaliation may be filed according to the grievance process set forth above.

Confidentiality

The Corporation will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA's regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the Corporation's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

Record-keeping

The Corporation will maintain records from an investigation, determination, appeal, and informal resolution for seven (7) years.

Reports otherwise required by Law

These procedures do not affect or alleviate mandatory reporting required by state or federal law- for example, reporting of suspected child abuse or neglect to law enforcement or Department of Child Services.

Legal

I.C. 31-33-5-1, I.C. 20-33-8, 20 U.S.C. 1092(F)(6)(A)(v), 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Act of 2004 (IDEA), as amended, 20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX), 34 C.F.R. Part 106, 34 U.S.C. 12291(a)(10), 34 U.S.C. 12291(a)(8), 34 U.S.C. 12291(a)(30), 42 U.S.C. 1983, 42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., 42 U.S.C. 2000e et seq., OCR's Revised Sexual Harassment Guidance (2001)

GENERAL INFORMATION

FCMS PHILOSOPHY

The staff of Franklin Community Middle School views each student as a unique individual. The curriculum, therefore, is designed to meet the needs of the emerging adolescent by providing varied learning experiences to encourage academic achievement, exploration of the arts, and development of life skills. The staff strives to help the student achieve maximum growth potential in these areas by providing activities on various levels of instruction that reflect a concern for the whole child. In cooperation with home and the community, our school attempts to create an environment in which the student is encouraged to assume responsibility for the learning process. The staff facilitates the development of a sense of personal worth, responsibility, self-discipline, and consideration for fellow man--which is the basis for productive life in a democratic society.

EQUAL OPPORTUNITY

The Franklin Community School Corporation practices equal opportunity in education and employment. It does not discriminate on the basis of age, race, color, religion, sex, national origin, or disability. Educational services, programs, courses, instruction, and facilities will not be denied to anyone in the Franklin Community School Corporation because of his or her age, race, color, religion, sex, national origin, or disability.

DAILY SCHEDULE

Students may enter the building at 7:40 A.M. The school day begins at 8:05 a.m. and ends at 3:05 p.m. Students not involved in a planned, scheduled activity supervised by a school official are not allowed in the building or on school grounds.

VISITORS

ALL VISITORS MUST REPORT TO THE OFFICE BEFORE GOING TO ANY AREA IN THE BUILDING. Parents are always welcome to visit school and are encouraged to do so. If parents want to talk to a school staff member, they are asked to leave a voice mail, or send an email asking for an appointment. Only parents, guardians, or other appropriate adults will be allowed to visit school. Students are not allowed to bring friends from out-of-town or other schools to visit classes or attend school dances or school activities.

LOST AND FOUND

Lost and found items are located in the school counseling office. Students are responsible for their own textbooks, library books, Chromebooks, personal devices and other personal belongings. DO NOT LEAVE MONEY OR ITEMS OF VALUE UNATTENDED. Students are advised to put their names in books, coats, gym clothing, and other personal items..

SCHOOL PICTURE DAY

Students will have individual pictures taken at the beginning of the school year. In addition to the opportunity to purchase packages of pictures, students will have their pictures taken for use in the yearbook, student ID's, and attendance taking purposes.

EMERGENCY POSTPONEMENTS, EARLY DISMISSAL AND CANCELLATION OF SCHOOL

Inclement weather, hazardous road conditions, mechanical failure, or other unforeseen difficulty may force a postponement, an early dismissal or cancellation of school. Students and parents are advised NOT to call the school offices or the homes of principals or bus drivers, so that the lines of communication will remain open. Franklin Community Schools will send out an alert phone message to all active parent phone numbers listed in our alert messaging system. Whenever it is necessary to dismiss school, all school functions or extra-curricular activities shall be canceled on the day that school is not in session unless specifically authorized by the Superintendent of Schools. You may also find information about school closings, delays and other school or corporation news on the Franklin Community School Corporation home page at **franklinschools.org,** and by following us on Twitter and Facebook.

PARENT SQUARE

Franklin Community Schools uses ParentSquare for school communication, primarily with email, text, and app notifications. ParentSquare automatically generates an account for each parent, using their preferred email address and phone number. We encourage parents to access their accounts so they can download the mobile app and update their preferences on when and how they are notified. ParentSquare is located under the ParentsSquare tab at http://franklinschools.org.

PARENT TEACHER ORGANIZATION

Our P.T.O. has been formed to help assist with many of the fun activities we put on each year for our students and staff. We welcome any parent who would want to donate time and energy towards providing fun events for FCMS. Watch the calendar for meeting dates and events. All parents are encouraged to come and be a part of their child's middle school experience.

SCHOOL COUNSELING SERVICES

FCMS offers full-time guidance services. The door is open to all students and parents. Students should feel free to talk with one of the counselors. Any conversations that students have with the counselors are private and confidential. Counseling services are delivered through individual, group experiences and classroom guidance lessons.

INSTRUCTIONAL MEDIA CENTER

The IMC offers current, popular and classic reading books and magazines for student use. Also, computers are available for student use during school hours. All students may check out library materials from the library – maximum of two items. Books may be checked out for two weeks and magazines for one week. It is the responsibility of the student to return or renew any item they have checked out before or by the due date. Library research is not limited to school hours as it is also accessible through the Library Resource Web page on the franklinschools.org website.

Student library information is considered part of a student's record. Per the Family Educational Rights & Privacy Act (FERPA), parents and/or guardians have access to this information, which is true for all student records. Library information, like other student records, cannot be shared with other parties without a legitimate need to know. Parents have the ability to access their child's library check-out records by logging into Destiny with their child's Chromebook login information.

STUDENT CLUBS AND ORGANIZATIONS

We encourage students to find a way to "plug in" during their time at FCMS - clubs are a great way to do that! Opportunities for students change from year to year based on student interest and club sponsorship, but some clubs that have been offered in the past

include: Hammocks for the Homeless, Journalism/Student News Crew, Aquarium Club, Drama Club, Art Club, Interact Club, Game Club, FFA, Book Beat, Student Council, Robotics, Solar Car Club, True Colors and Academic Teams.

STUDENT COUNCIL

The members of the Student Council are positively involved in a number of school activities during the school year. The Student Council receives and considers suggestions from students and faculty members for ways to make FCMS programs better. Students are able to join Student Council in the fall of each year.

SCHOOL SPONSORED DANCES

- Only FCMS students may attend school dances.
- All dances are chaperoned by staff members.
- Students are expected to arrive on time for the dance and to remain inside the school until the end of the event. If a student needs to leave early, we ask that the parent come inside to meet their child.
- Students who are assigned Alternative Supervised Instruction, Out-of-School Suspension, Alternative to Suspension or Friday School on the day of the dance may not attend.
- School dress guidelines apply to all dances.

ACADEMICS AND ACCOUNTABILITY

COURSE OFFERINGS

The curriculum is designed to provide students with a good background in the areas of language arts, math, science, and social studies. Additionally, students are provided numerous elective courses during their time at FCMS including: technology education, art, foreign language, health, agriculture, physical education, band and choir.

CHROMEBOOK INFORMATION

Each student will receive a Chromebook for their use during the school year. Students are responsible to maintain their chromebook in good condition. This device is the medium by which all students will receive assignments and curriculum. Responsible chromebook use is monitored by individual teacher classroom policy and GoGuardian software.

General Rules:

- Chromebooks must remain in the school-issued case at all times.
- Chromebooks should be brought to school charged each day.
- No food or drink near the Chromebook
- Cords, cables, earbuds, and removable storage devices must be inserted carefully into Chromebook, and must be removed completely before closing case.
- Never close the Chromebook with anything left between the keyboard and the screen.
- Chromebooks and chargers are the student's responsibility at all times, and should never be shared, swapped or loaned to another person.
- Chromebooks are not to be used in the cafeteria during lunch.
- Never leave your Chromebook unattended.
- Immediately report any problems or damage to the IMC to be assessed for repair.
- School issued Chromebooks are to be used for educational purposes first and foremost.
- Students are to adhere to the Acceptable Use Policy as detailed in the student handbook at all times. Not doing so will result in restrictions and/or discipline consequences.

TEXTBOOK/CHROMEBOOK FEES

Students will be responsible for paying for lost or damaged devices or books. Any damage or marks found will be considered destruction and will have to be paid for by the student. If a device or book is lost, stolen, or damaged, it must be paid for in the office or where invoice indicates. Students will pay the full replacement price for lost devices or books. When a student pays for a device or book and the lost item is found and returned in good condition, the money will be refunded.

BAND/CHOIR DROP/ADD PROCEDURES

Band and choir are considered full year classes, however, there may be special circumstances that require the student to change mid-year. If a student needs to drop band or choir class at mid-year, the student must pick up a change slip from the band or choir director, have it signed by a parent, and returned to the band or choir director before the last day of the semester. The same procedure should be followed at the end of the year if the student chooses not to continue in band for the following year. If these steps are not followed, the student will remain in the band or choir class for the following semester.

GRADING SCALE

FCMS is on a semester grading system. All awards and recognitions are based off of grades taken over the course of an entire semester of work. Grade checks are taken at various points in a semester for athletic eligibility, Beta Club, and other extracurricular purposes but grades are not complete until the semester is finished. The following grading scale is used at FCMS.

100%	A+
92 – 99%	A
90 – 91%	A-
88 – 89%	B+
82 – 87%	B
80 – 81%	B-
78 – 79%	C+
72 – 77%	C
70 – 71%	C-
68 – 69%	D+
62 – 67%	D
60 – 61%	D-
0 – 59%	F

ASSIGNMENTS & HOMEWORK

Homework refers to an assignment to be completed during a period of supervised study in class, outside of class, or at home. Homework is one of the criteria used for student assessment. It is the student's responsibility to return all work completed to the teacher by the date requested. If there is concern regarding homework, please communicate this concern to your child's teacher.

Each teacher has a Google Classroom site where daily assignments and other information are posted. Parents are encouraged to keep and use their student's login and password to check homework. Parents are also encouraged to use the login and password to consistently monitor Google Classrooms to stay up to date with class activities. Chromebooks are educational devices that parents should monitor in coordination with students to track progress in the classroom. Teams will post assignments daily, and will communicate with parents where to find this information.

PowerSchool

PowerSchool is a computer program designed to link parents and schools together via the Internet. It enables parents to access their children's school records including such information as grades, discipline, and current progress as frequently as the parent wishes.

How to Register

Go to the FCSC home page http://franklinschools.org. Under the parent tab, you will find a "PowerSchool Parent Account Creation" link providing detailed instructions. We are striving for 100% participation with **PowerSchool**.

REPORT CARDS

A notification will be sent out through our automated phone system and emails at the end of each semester informing parents when semester grades are finalized. Check the yearly calendar for specific dates. Parents / students should check daily or weekly for grades on PowerSchool. Please contact a student's teacher or call the FCMS office if you have questions concerning a grade or need your PowerSchool password.

S.A.G.E AWARD

This program recognizes 8th grade students whose efforts, cooperation, and personal achievements have set them apart from their peers as outstanding students. These students Set A Good Example each day they are in school. This is an award presented to 8th grade students at the end of their 8th grade year. Students are nominated and voted on by teachers based on the following criteria: leadership, grades, behavior, attitude, and attendance.

COMPASS LEADERSHIP TEAM

This team consists of 7th grade students who exemplify strong character skills and who are viewed as hard workers in all areas of their school life. Students selected as members of COMPASS are asked to make a commitment as 8th graders to serve as student leaders and role models for other students at FCMS.·

HONOR ROLL & BETA CLUB

Academic recognitions are designed to honor students who excel in their classes. The criterion for selection is as follows: To qualify for the AB Honor Roll, a student may not receive any grade lower than a B- for a semester. A student qualifying for Straight A Honor Roll may not receive any grade lower than an A- for a semester. To qualify for Beta Club a student must have all A's for a minimum of two semesters. Leadership and service requirements are also included in Beta Club membership.

STUDENT ATTENDANCE

The School Board, as an agency of the State, is required to enforce regular attendance of students. The Board recognizes that presence in the classroom enables the student to participate in instruction, class discussions, peer interaction, and other related activities. As such, regular attendance and classroom participation are integral to instilling incentives for students to excel. Parents/Guardians are required to ensure their child's regular attendance (I.C. 20-33-2-77).

ARRIVAL TO SCHOOL

7:40 a.m. - Doors open for students to enter the building
8:05 a.m. - 1st Period Begins

Students who arrive in cars MUST enter and leave through the front entrance (1W) by the main office. Students should wait in their cars until greeted by a school staff member. Car riders must exit their vehicles in the designated area in the front of the building only. All buses will unload students on the south side of the building where those students will enter and exit through the exterior doors (24S) by the Band & Choir rooms. Students who walk to school may use either entrance (1W or 24S). Walkers must use sidewalks and crosswalks when arriving to school.

Once on school property, students should enter the school immediately through the appropriate entrance; students eating breakfast should go directly to the cafeteria, while all other students should go directly to their first period class. Students eating breakfast should report to first period as soon as they are finished eating breakfast.

ARRIVING LATE TO SCHOOL

FCMS Entrance doors are locked at 8:05 a.m. Students arriving to school after 8:05 a.m. will be considered tardy to school and must enter through the main office. Any students who is tardy to school will need to sign in with the attendance secretary and get a pass from the office in order to be admitted to 1st period. Consequences will follow our general tardy policy.

TARDY POLICY

Students are expected to be in class before the tardy bell rings at 8:05 am. Students arriving late are considered tardy to school On the 3rd tardy to school, students will meet with an administrator/guidance secretary. Tardies 4-5 will result in a lunch detention. Tardies 6-7 will result in a 1-Hour after school detention. Tardies 8-9 will result in a 2-Hour after school detention. Tardies 10+ will result in a suspension. Tardies to school reset at semester.

Students are responsible for being in the classroom when the bell rings. If a student does not meet these expectations he/she will be considered tardy. To prevent tardiness between classes, students should report to the teacher of their next class on time and then receive permission to take care of any needs such as: clinic, special passes, telephone, guidance, restroom, etc.Tardies to class are considered a minor behavior infraction and will follow our school wide behavior system and be logged in their Student Playbook. Habitually tardy students will be subject to additional disciplinary action as deemed appropriate by an administrator.

DEPARTURE FROM SCHOOL

Students are dismissed from 9th period at 3:05 p.m. All car riders must exit through the front entrance by the main office (1W). All bus riders must exit through doors by the band and choir rooms (21S) on the south side of the building. Students who walk home may leave through either exit (1W or 21S). Once students have exited the building they are to immediately leave school property and head to their car, bus, or home if walking. Walkers must use sidewalks and crosswalks when exiting school property. Car riders must enter their vehicles in the designated area in the front of the building only. No student should be at FCMS unsupervised after school hours. Parents need to have a contingency plan in the event their child misses the school bus home. Students may use the phone in the front office with permission from the secretary.

EARLY DEPARTURE FROM SCHOOL/PROFESSIONAL APPOINTMENTS DURING THE SCHOOL DAY

When a student has a doctor or dentist appointment during school hours, a parent should communicate with the office the time of the appointment. Parents/Guardians must report to the Main Office to sign their child out of the school any time they will be leaving during the school day. For security purposes they may be requested to show a picture I.D. If someone other than the parent/legal guardian is signing out a student, that person's name must be listed on the student emergency contact information. Any changes to emergency contact information must be made in a written statement from the parent/guardian. Upon returning to school, the student should provide the office a doctor's note with the following information: name, date of the appointment, expected return date to school, any limitations and their duration.

EXCUSABLE REASONS FOR ABSENCE

The Corporation accepts only the following as excusable reasons for absence from school

An excuse for absence from school may be approved for one (1) or more of the following reasons or conditions:

- Professional Appointments (i.e. doctor, dentist, therapist)
    - Proper documentation is required upon return to school including:
        - Name of Student
        - Date and Time of Appointment
        - Return date to School
        - Any limitations and their duration
    - Failure to produce documentation within 3 days may result in a violation of this policy.
- Personal Illness
    - The principal may require a doctor's confirmation (after 2 consecutive days per absence) if s/he deems it advisable.
- Out of School Suspension
- Death in the Immediate Family
- Required Court Attendance
- Observance of a Bona Fide Religious Holiday
- Military connected families' absences related to deployment and return
- Recovery from a documented accident
- Such other good cause as determined by law (I.C. 20-8.1-3-18 and Policy #5200).

UNACCEPTABLE REASONS FOR ABSENCE

Any absence from school not authorized or in violation of this policy is considered unacceptable.

HABITUAL ABSENCES

- Upon the fifth unexcused absence, a parent/guardian will be given a warning notice informing him/her of the number of absences from school.
- Upon the tenth absence and thereafter, failure to provide documentation from a physician will be considered to be in violation of this policy. On the tenth absence from school or a class, a certified letter is issued from the school as verification of the student's attendance at school. All absences, excused or unexcused, count toward this 10-day limit. The student/parent or

guardian will be required to meet with a counselor or administrator to discuss their absences and develop an attendance plan/contract.

- Upon the fifteenth unexcused absence, the school will send a notice to Johnson County Probation/Office of Family and Children and DCS for further action.

.Per board policy C175 and guideline C175-R1, excessive absences whether excused or unexcused may result in loss of privileges including not being able to attend field trips, ECA such as band, choir, athletics, dances, club participation restrictions, ineligible to receive credit for the course or disciplinary actions. Repeated instances of unexcused absences may result in disciplinary action up to suspension or expulsion of a student.

TRUANCY

A student who misses all or part of the school day without the school or parent's knowledge and/or consent will be considered truant. There are varying levels of truancy which include skipping school, not reporting to an assigned class/area, leaving class or school without permission, etc. Acts of truancy may result in strong disciplinary measures and the filing of a truancy report with the Johnson County Juvenile Probation Department when appropriate. A student may be recommended for expulsion from school due to excessive acts of truancy.

REPORTING ABSENCES

When a student is absent, his/her parent or guardian must call the FCMS attendance line by 9:00 a.m. each day of the absence: 317-346-8405. For convenience it is available 24 hours a day.

MAKEUP WORK

Students are expected to make up work missed during an absence. Upon returning from an absence, students will have the same number of days to complete missed work as they were absent (for example if the student missed 3 days, they will have 3 additional days to complete the missing work). However, assignments, including tests, which have been made prior to the absence and that were due on or before the day the student returns, will be due on the date the student returns to school or as arranged by the teacher.

It is the responsibility of the student to make arrangements with his/her teachers to make up any missed work. Direct contact with the teacher via email is the best way for a student to receive instructions and directions when completing work missed during an absence. Parents/Students can also check the teachers' Google Classroom to find assignments.

Individual team late work/missing work policies will be communicated at the start of the school year.

HEALTH SERVICES

The school health program is a cooperative one involving the entire school staff and the parents. A school nurse is assigned to our building. The clinic provides first aid service and emergency care for the sick and injured.

EMERGENCIES

The nurse will see a student if he or she becomes ill during the school day. If the illness is so severe that the student must leave school before the completion of the school day, a parent or guardian (or their designee) will be the only person who can take the student home. Injuries resulting from accidents at school shall be given first aid treatment only. If necessary, the parents will be contacted. It is the responsibility of the student to report any injury to the teacher in charge. If it is impossible to reach a parent, an administrator may request additional aid for the student.

DISPENSING MEDICINE

According to Senate Bill 376, students in grades K-8 may not take any medications home from school. Students will not be allowed to transport medications to, or from, school for any reason, as per Indiana Law and FCSC guidelines. Exceptions to this rule, as outlined in Senate Bill 376, include medications for life threatening conditions such as asthma and diabetes. The prescription must require that the student carry these medications during school. Parents may authorize, in writing, that someone 18 years or older may pick up the medication.

School personnel shall not be responsible to dispense medication, but may assist under properly authorized instructions and under the following conditions:

1. For prescription medications, the ordering physician's written instructions shall accompany the medication.
2. The written permission of a parent or guardian is filed in the office.
3. All medications are transported to and from school by the parent in minimum amounts and in the original medical container and delivered directly to school personnel.
4. Only the principal and/or that person's designee(s) may dispense medication at school.

If there are questions, please see the school nurse.

IMMUNIZATION

Indiana State law requires that parents or guardians of school age children enrolling in a school system submit one of the following types of information:

1. Documentation that the child is fully immunized.
2. Documentation that immunizations have been started with a schedule for completion.
3. An authorization for the new school to receive medical records from a prior school.
4. A written objection to immunizations due to religious or medical reasons.

Please be advised that your child cannot be permanently enrolled and may be denied the opportunity to attend school unless written information of the type listed above has been provided to the school on or before the first day of school in accordance with Indiana state law.

INFORMATION ON MENINGOCOCCAL DISEASE

Indiana law requires each year that parents/guardians be informed about "meningococcal disease and its vaccines" (IC 20-30-5-18).

Meningococcal disease is a dangerous disease that can strike children and youth. The disease can progress rapidly and within hours of the first symptoms, may result in death or permanent disability including loss of hearing, brain damage and limb amputations. Symptoms of meningococcal disease often resemble the flu and can include a fever, headache, nausea and stiff neck, making the disease difficult to diagnose. The bacteria that cause meningococcal diseases are transmitted through air droplets and by direct contact with an infected person. Fortunately there is an immunization available and the U.S. Centers for Disease Control and Prevention (CDC) recommends routine meningococcal immunizations at 11 to 12 years of age. This immunization is commonly called Menactra. Johnson County Health Department has this immunization available for free to those individuals who are eleven to eighteen years old and do not have health insurance that provides coverage for immunizations. To obtain this immunization, please call the Johnson County Health Department for an appointment at 346-4368, or speak with your healthcare provider.

Health Clinic Guidelines for School Exclusion

1. Students with a temperature of 100.4*F or more will be sent home. The student must be fever free and fever reducing medicine free for 24 hours. If the fever persists for 2 days, even without other symptoms, a physician should be consulted.
2. Conjunctivitis (pink eye) - If pink eye is suspected, students should be examined by a health care provider and approved for readmission to school, or remain home until the affected eye is clear and free of purulent drainage. With bacterial conjunctivitis, exclusion is recommended until 24 hours after starting topical antibiotic therapy.
3. Impetigo – Impetigo is a bacterial skin infection characterized by pus filled red bumps that form on the face (particularly around the nose and mouth) or on the extremities. Diagnosis and treatment is required by a physician. Students should be kept home until 24 hrs after initiating antibiotic therapy. Draining lesions should be adequately covered at all times with a dry dressing.
4. Scabies - Diagnosis and treatment is required by a physician. Students may return the day after treatment.
5. Students found with head lice will need to be picked up immediately from school. After treatment and upon returning to school, the student will be examined by the school nurse. If no live lice are found students may return to school.
6. Active Vomiting or Diarrhea - Students should be symptom free for 24 hrs. before returning to school
7. Undiagnosed rash, if fever is present Diagnosis and treatment from a physician is recommended. Student should be symptom free for 24 hrs before returning to school.
8. Chicken Pox (Varicella) - Students must be excluded from school until all vesicles become dry or lesions have faded..
9. Shingles - Students may remain at school only if the site of outbreak can be kept covered and dry.
10. Strep throat - If a strep culture is positive, the student may return to school 24 hrs after antibiotic therapy is initiated and is fever free.
11. Pertussis (Whooping Cough) - Diagnosis and treatment is required by a physician. Students may return to school after the first 5 days of antibiotic therapy have been completed.
12. MRSA - MRSA skin infections require diagnosis and treatment by a physician. Students with an abscess, boil, sore or skin lesion that is draining may remain at school only if the area can be kept covered and dry with a bandage. Any student with a

draining skin eruption that cannot be contained and kept dry with a bandage will be excluded from school until cleared by a physician.

STUDENT RESPONSIBILITIES AND BEHAVIOR CODE

DUE PROCESS

Students have a constitutional right to a public education. Franklin Community Middle School will afford due process rights to each student when disciplinary action against the student is contemplated. The Student Due Process law mandates and prescribes certain procedures to guarantee that students in the schools of Indiana receive fair play in disciplinary matters at the hands of school officials. The law requires that all students be fully informed of school rules in writing.

Public Law 218 clarifies the position of many school employees in relationship to the students. Student teachers, teacher assistants, bus drivers, and other school corporation employees have the same authority as teachers to those under their supervision. The law defines and provides for several types of disciplinary options including suspension or expulsion. Suspension refers to the prohibition of attendance for ten school days or less. Expulsion refers to the prohibition of school attendance for more than ten days, for the balance of a semester or a year, or any action that prevents a student from completing their program of studies in a normal period of time.

STUDENT PLAYBOOK

Each student will receive a student playbook at the beginning of the year. This playbook is considered an essential school supply, and should be with them at all times. This playbook contains a snapshot of our behavior expectations, school policy log, and STEPS classroom management system.

ALL-SCHOOL GUIDELINES

It is impossible to cover all types of situations that may occur throughout the school year. Therefore, verbal announcements may be made concerning items not listed in this handbook. Students may be disciplined for items or situations even though they are not specifically covered. Each teacher and team communicates classroom rules that students must follow. These rules are in addition to the rules listed in the handbook.

1. Students must respect the rights of all adults and students by being courteous, respectful and showing appropriate behavior and language at all times. Students must follow instructions of school personnel.
2. Students should not use profane, vulgar or explicit language, nor any remarks defamatory in nature (racial, sexual, religious or otherwise) - regardless of their intent.
3. Students will be provided a school-issued lanyard at the beginning of the year. There will be one complimentary replacement lanyard provided should a student lose or break it. Thereafter, students will be required to purchase new lanyards at a cost of $5 per lanyard. Students will receive consequences for not wearing their lanyard correctly. Students must wear their school-issued lanyard and ID at all times.
4. Earbuds should only be used during the school day for academic purposes, or during lunch when cell phones are permitted. Earbuds are not to be worn in the hallway at any time.
5. Students may not have food or drinks at FCMS unless the items are brought from home for lunch to be eaten in the cafeteria or the items are provided by the teacher and are eaten in a designated area. Students are permitted to have a water bottle.
6. Energy drinks are not permitted. (ex: Monster, Alani, Celsius)
7. Students should not bring items to school that could interfere with learning. This includes, but is not limited to, such items as electronic games, balls, lasers, and skateboards.
8. There is to be no hand holding, kissing, or other types of similar body contact during school hours or at extracurricular activities.
9. Students shall not bring aerosol cans, body sprays, or perfumes to school.
10. Pushing, name-calling and horseplay are prohibited
11. Encouraging students to fight either on or off school grounds is prohibited. Photographing or videotaping students fighting is prohibited.
12. Spreading rumors is prohibited.
13. Cheating and lying are strictly prohibited.
14. When staying after school for any reason, students are to remain with their supervisor at all times.
15. Students may not receive flower /balloon deliveries at school.
16. Students may not receive food deliveries during school hours.

17. Electronic devices such as Kindles, MP3s, IPODs, Digital Cameras, phones, Apple Watches and similar devices can only be used during designated times and in designated areas during the school day - this includes the use of earbuds, headphones and airpods.
18. The wearing of gang-related clothing or jewelry is strictly prohibited; the possession of, writing of, or use of gang-related symbols/signs is prohibited.
19. Students who see or hear of weapons, drugs, alcohol, or other illegal items at school; hear about a student threatening to bring a weapon, or threatening to inflict life threatening injuries are required to report this information to a teacher or administrator.
20. Use of another student's ID card or lunch/library account numbers will be considered theft.
21. Students shall not be in the halls without a hall pass.
22. Students must have their Student Playbook with them at all times, with the exception of lunch.

Continually and habitually violating school rules and disrupting the educational environment for themselves and others is considered a serious behavior and may result in consequences up to and including suspension or expulsion.

DRESS CODE

Due to varying clothing styles, body types and fashion trends, it is not possible to create a comprehensive list of everything that is or is not appropriate for the school environment. FCMS administration will have the final authority to determine if a student's dress is appropriate for school. The following list is not considered comprehensive.

The following guidelines are to be used by students in terms of dress at school:

1. In keeping with the FCS Guiding principles and board policy, the Confederate flag is prohibited in and around all school buildings and grounds.
2. Excessively short skirts or shorts (ex: volleyball shorts) are not permitted.
3. Students may not wear pants with holes above mid-thigh unless there is a patch covering the hole. Students may not wear baggy pants that ride low on the hips.
4. Undergarments should not be exposed (sagging pants, bra straps, sheer shirts or sheer leggings).
5. Overly tight tops, tank tops, muscle shirts, low cut shirts, backless shirts and crop tops are not allowed.
6. Clothing or accessories with profane, obscene, or suggestive slogans/designs are not acceptable. Clothing with slogans/designs that may be interpreted as advertising or advocating the use of illegal drugs, alcoholic beverages or tobacco, is not allowed.
7. Heavy chains, spiked necklaces or bracelets are not to be worn.
8. Heavy coats and hats are to be stored in lockers and may not be worn in the building or taken to class. Blankets are not permitted.
9. Face paint, makeup, costumes and/or accessories that are determined to be disruptive to the educational environment are not permitted.
10. Students may not wear hats, hoods, bandanas or durags during the school day.
11. Appropriate footwear must be worn at all times. House slippers are not permitted
12. Dress, unless it is associated with a school purpose, cannot distinguish a person as a member of a distinct group.

Students who have questions about particular types or items of dress should talk to a counselor or principal before wearing it to school. When questions regarding appropriate dress arise, the administrator's decision is final.

Dress Code violations will result in the student receiving a school policy log, and the student being required to change into appropriate clothing. If alternative clothing is not available or refused, the student may be sent home.

CELL PHONE/ELECTRONIC DEVICE/EARBUD USE DURING THE SCHOOL DAY

The use of technology, such as cell phones, smartwatches, iPads, Kindles, and other personal devices, including wireless headphones, have the potential to create disruptions within the classroom and lead to problematic situations that detract from instructional time. FCMS policies have been developed in an effort to mitigate these negative impacts and align with current state legislation, which regulates electronic device usage during instructional time.

Students may use their cell phone, electronic device and earbuds <u>ONLY</u> under the following conditions:

1. Before or after school hours and during lunch period.
2. Student cell phones are expected to be OFF, not in use for any reason, and out of sight during the school day. Use in the classroom or office is ONLY approved when given direct permission by a faculty member.
3. Earbuds should only be used during the school day for academic purposes, or during lunch when cell phones are permitted. Earbuds are not to be worn in the hallway at any time.

Students may <u>NOT</u> use their cell phone or electronic device:

1. In any areas that are considered private, including restrooms, locker rooms, health clinic and while in the main office or guidance office. These are all areas where there is an inherent lawful expectation of privacy regardless of instructional time policies and are covered by governing laws.
2. For use in recording video or taking pictures, unless directed by a staff member.
3. For making phone calls, unless permitted by a staff member.

****Students in violation of the cell phone policy will follow the school policy log that will result in a consequence for each violation. 2 or more violations will require the parent/guardian to collect the phone from school. 5 or more violations will result in office referral for Administration and could result in suspension. Use of electronic devices is a privilege and may be revoked at any time.****

Students must immediately give a staff member the entire electronic device upon request including all components. Failure to provide a staff member with the electronic device immediately is considered non-compliance/insubordination and may result in suspension.

BICYCLE REGULATIONS

1. All traffic laws will be observed.
2. Students should walk bikes on sidewalks when other students are present. They should never ride through pedestrian traffic.
3. Bicycles are to be parked in the area provided and shall be locked at all times. The bicycle is not to be moved during the school day.
4. The school will not be responsible for stolen or damaged bicycles.
5. Students are not to ride "double" on a bicycle.
6. Students are not to ride “mopeds” to and from school.

CAFETERIA GUIDELINES

1. Student standard lunches will be $3.00.
2. Student standard breakfasts will be $1.75.
3. Students are not allowed to have fast food items (sandwiches, pizza, ice cream) delivered or brought to them for lunch.

ACADEMIC INTEGRITY

All assignments, quizzes, tests, papers, and other graded work are to be the product of the individual student being evaluated unless the teacher has specifically stated otherwise. If in the judgment of the instructor, a student uses artificial intelligence (AI) and/or another person’s work and presents it as the student’s own, the student may be given a failing grade for the specific assignment and/or student may receive a discipline consequence. Similarly, students who allow another student to copy their work for purposes of deception will be given a failing grade for the work and/or discipline consequence.

FCMS STUDENT DISCIPLINE OPTIONS

The superintendent, principal, any administrative personnel, or teacher of the school corporation shall be authorized to take any action in connection with student behavior, reasonably desirable or necessary to help any student, to further school purposes, or to prevent an interference with school purposes. Examples of these actions include, but are not limited to, the following:

1. Counseling with a student or a group of students
2. Conferences with a parent or group of parents
3. Assigning students additional work
4. Rearranging class schedules/teams
5. Requiring a student to remain in school after regular school hours to do additional assignments
6. Restricting extracurricular activities.

It is the student's *responsibility* to dress appropriately, comply with school rules, attend class regularly and punctually, show respect for public and private property, and respect the rights of others. If a student cannot adhere to requests made of him/her, it will be necessary to use one of the discipline options that include, but are not limited to, the following:

<u>SCHOOL POLICY LOG</u> - Minor behavioral infractions may result in a mark in a student’s school policy log. School policy logs are kept within the Student Playbook. Parents are encouraged to monitor their child’s school policy log on a regular basis. Repeated school policy infractions result in additional consequences.

STEPS: CLASSROOM MANAGEMENT SYSTEM- Teachers all utilize a "STEPS" system to manage student behavior within the classroom.



OFFICE REFERRAL - When a student has accumulated multiple behavior logs, or has a major behavior infraction, a student is referred to the office to meet with an administrator. At that point, additional consequences may be assigned.

LUNCH DETENTION - Lunch detentions are served during a students lunch period. They eat their lunch outside of the school cafeteria in a supervised setting. A student who misbehaves while serving a lunch detention will be removed from lunch detention, and an additional consequence will be assigned, and the student will be expected to re-serve the lunch detention.

1-HOUR & 2-HOUR AFTER SCHOOL DETENTION - After school detentions are assigned from (1-Hour) 3:15-4:15 or (2-Hour) 3:15-5:15. DETENTIONS WILL TAKE PRECEDENCE OVER ALL OTHER SCHOOL ACTIVITIES. Students who are late to detention or who misbehave while serving a detention will be instructed to leave, and the time lost will not be counted toward serving the detention. Students are required to work on assigned materials during the detention hour.

ALTERNATIVE SUPERVISED INSTRUCTION - ASI is yet another consequence. Students who serve ASI time will be expected to complete all classroom assignments from their regular classes. Students who receive an alternative supervised instruction may not attend any school-sponsored activities on the day or days of the restriction.

OUT-OF-SCHOOL SUSPENSION - OSS provides a means for building administrators to prevent any student from disrupting the learning environment of other students. A school principal (or designee) may deny a student the right to attend school and/or take part in any school function for a period of up to 10 school days [not to exceed 10 days]. See section entitled Grounds for Suspension or Expulsion. Students who are suspended out of school may not attend any school-sponsored activities on the day or days of the suspension.

BEHAVIOR AGREEMENT -In the event a student would receive a substantial number of misconducts or a severe behavior misconduct, during the current year at FCMS or other school(s), they will be introduced to the behavioral agreement. The intent of this agreement is to increase safety for students and increase focus on academics for students who have been involved in interpersonal conflicts and disciplinary incidents. A conference will take place including the student and school administrator, and will include communication with the student's parent/guardian.

NO CONTACT AGREEMENT- In the event a student would have a pattern of interpersonal conflicts with another student a no contact agreement between the students would be introduced. The intent of this agreement is to increase safety for students and increase focus on academics for students who have been involved in interpersonal conflicts and disciplinary incidents. It is to be administered in a conference with the student and school administrator, with communication with the student's parent/guardian.

REMOVAL FROM CLASS OR ACTIVITY - TEACHER - A middle, junior high, or high school teacher may remove a student from the teacher's class or activity for a period of up to 5 school days [not to exceed 5 days] if the student is assigned regular or additional work to be completed in another school setting.

If a teacher removes a student from class, the principal may place the student in one of the following settings: another appropriate class, another appropriate setting, or in-school suspension. The student may not be placed back into the original class until the principal has a meeting with the teacher, the student, and the student's parents to determine an appropriate behavior plan for the student. If the parents do not attend this meeting within a reasonable time, the principal may place the student in another class or educational setting.

EXPULSION - A student may be expelled from school for a period no longer than the remainder of the current semester plus the following semester. See section entitled Grounds for Suspension or Expulsion. Students who are expelled may not attend any school-sponsored activity or be on school premises without the permission of the administration of FCMS during the period of the expulsion.

GROUNDS FOR SUSPENSION OR EXPULSION:

The grounds for suspension or expulsion listed in Section A below apply when a student is:

- On school grounds immediately before, during, and immediately after school hours and at any other time when the school is being used by a school group (including summer school);
- Off school grounds at a school activity, function, or event; or
- Traveling to or from school or a school activity, function, or event.

A violation by a student of a rule listed in Sections A and B is subject to a range of disciplinary consequences imposed by teachers or administrators intended to be progressive in nature and move to a more serious consequence with each violation of the same or similar rule. In recognizing that violations of certain rules and the resulting consequences will be dependent upon the age of the student, the number of prior violations and the severity of the violation, the principal of each building level shall develop the minimum and maximum consequences for each rule for their building that is to be approved by the board annually and published in the student handbook for each building. The appropriate consequence should be the least severe that will adequately address any danger to the student and other persons, prevent further disruption of activities, and promote student achievement.

A. Student Misconduct and/or Substantial Disobedience

Grounds for suspension or expulsion are student misconduct and/or substantial disobedience. The following rules define student misconduct and/or substantial disobedience for which a student may be suspended or expelled:

1. Using violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or other conduct constituting an interference with school purposes, or urging other students to engage in such conduct. The following enumeration is only illustrative and not limited to the type of conduct prohibited by this rule:
    a. Occupying any school building, school grounds, or part thereof with intent to deprive others of its use.
    b. Blocking the entrance or exits of any school building or corridor or room therein with intent to deprive others of lawful access to or from, or use of the building, corridor, or room.
    c. Setting fire to or damaging any school building or school property.
    d. Prevention of or attempting to prevent by physical act the convening or continued functioning of any school or education function, or of any meeting or assembly on school property.
    e. Intentionally making noise or acting in any manner so as to interfere with the ability of any teacher or another person to conduct or participate in an education function.
2. Engaging in any kind of aggressive behavior that does physical or psychological harm to another person or urging of other students to engage in such conduct. Prohibited conduct includes coercion, harassment, hazing, or other comparable conduct.
3. Engaging in violence and/or threat of violence against any student, staff member, and/or other persons. Prohibited violent or threatening conduct includes threatening, planning, or conspiring with others to engage in a violent activity.
4. Causing or attempting to cause damage to school property, stealing or attempting to steal school property.
5. Causing or attempting to cause damage to private property, stealing or attempting to steal private property.

6. Causing or attempting to cause physical injury or behaving in such a way as could reasonably cause physical injury to any person. Self-defense or reasonable action undertaken on the reasonable belief that it was necessary to protect oneself and/or another person is not a violation of this rule.
7. Threatening or intimidating any person for any purpose, including obtaining money or anything of value.
8. Threatening (whether specific or general in nature) injury to persons or damage to property, regardless of whether there is a present ability to commit the act.
9. Failing to report the actions or plans of another person to a teacher or administrator where those actions or plans, if carried out, could result in harm to another person or persons or damage property when the student has information about such actions or plans.
10. Possessing, handling, or transmitting a knife or any object that can reasonably be considered a weapon, is represented to be a weapon, or looks like a weapon
11. Possessing, using, transmitting, or being affected by any controlled substance, prescription drug, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, intoxicant or depressant of any kind, or any paraphernalia used in connection with the listed substances. Also prohibited is the consumption of any of the stated substances immediately before attending school or a school function or event. Low THC Extract as defined by state law is excluded from this rule
    a. Exception to Rule 11: a student with a chronic disease or medical condition may possess and self-administer prescribed medication for the disease or condition if the student's parent has filed a written authorization with the building principal. The written authorization must be filed annually. The written authorization must be done by a physician and must include the following information:
        i. That the student has an acute or chronic disease or medical condition for which the physician has prescribed medication.
        ii. The nature of the disease or medical condition requires emergency administration of the prescribed medication.
        iii. The student has been instructed in how to self-administer the prescribed medication.
        iv. The student is authorized to possess and self-administer the prescribed medication.
12. Possessing, using, or transmitting any substance which is represented to be or looks like a narcotic drug hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant, depressant, or intoxicant of any kind.
13. Possessing, using, transmitting, or being affected by caffeine-based substances other than beverages, substances containing phenylpropanolamine (PPA), stimulants of any kind, or any other similar over-the-counter products.
14. Possessing, using, distributing, purchasing, or selling tobacco or nicotine-containing products of any kind or in any form. These products include e-cigarettes, vaping devices, any type of look-alike products or other related products or devices associated with tobacco or nicotine use or electronic nicotine delivery systems.
15. Offering to sell or agreeing to purchase a controlled substance or alcoholic beverages.
16. Failing to comply with directions of teachers or other school personnel during any period of time when the student is properly under their supervision, where the failure constitutes an interference with school purposes or an educational function.
17. Failing to completely and truthfully respond to questions from a staff member regarding school-related matters including potential violations of the student conduct rules or state or federal law.
18. Falsely accusing any person of sexual harassment, or of violating a school rule, and/or a state or federal law.
19. Engaging in any activity forbidden by the laws of Indiana that constitutes an interference with school purposes or an educational function.
20. Aiding, assisting, agreeing or conspiring with another person to violate these student conduct rules or state or federal law.
21. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, and wrongfully obtaining test copies or scores.
22. Taking, recording, displaying and/or distributing pictures (digital or otherwise), video or audio recordings without the consent of the student or staff member in a situation not related to a school purpose or educational function.
23. Possessing sexually-related materials which include images displaying uncovered breasts, genitals, or buttocks.
24. "Sexting" or using a cell phone or other personal communication device to possess or send text or email messages containing images reasonably interpreted as indecent or sexual in nature. In addition to taking any disciplinary action, phones will be confiscated and any images suspected to violate criminal laws will be referred to law enforcement authorities.
25. Engaging in pranks or other similar activity that could result in harm to another person.
26. Using or possessing gunpowder, ammunition, or an inflammable substance.

27. Violating any board policy or administrative rules that are reasonably necessary in carrying out school purposes or an educational function, including, but not limited to:
    a. engaging in sexual behavior on school property;
    b. engaging in sexual harassment of a student or staff member;
    c. disobedience of administrative authority;
    d. willful absence or tardiness of students;
    e. engaging in speech or conduct, including clothing, jewelry or hair style, that is profane, indecent, lewd, vulgar, or refers to drugs, tobacco, alcohol, sex, or illegal activity;
    f. violation of the school corporation's acceptable use of technology policy or rules;
    g. violation of the school corporation's administration of medication policy or rules;
    h. possessing or using a laser pointer or similar device.
28. Possessing or using an electronic device (e.g. cellular phone, tablet computer, pager, digital camera, electronic equipment) in a manner which constitutes an interference with a school purpose or educational function, an invasion of privacy, or an act of academic dishonesty, or is profane, indecent, or obscene. In addition to being disciplined, students who use an electronic device in a manner which is inconsistent with this rule may have the device confiscated by school administration. Such device will be returned to the parent.
29. Possessing or using on school grounds during school hours an electronic device, a cellular telephone, or any other telecommunication device, including a look-a-like device, in a situation not related to a school purpose or educational function or using such device to engage in an activity that violates school rules. This rule is not violated when the student has been given clear permission from a school administrator or a designated staff member to possess or use one of the devices listed in this rule. In addition to being disciplined, students who use an electronic device in a manner which is inconsistent with this rule may have the device confiscated by school administration. Such device will be returned to the parent.
30. Any student conduct rule the school building principal establishes and gives notice of to students and parents.

Public Law 162 (IC 20-8.1-5-4) states that a student may be expelled for failure to comply with school rules, policies, and conduct detrimental to the smooth operation of the school.

B. Bullying

1. Bullying committed by students toward other students is strictly prohibited. Engaging in bullying conduct described in this rule by use of data or computer software that is accessed through any computer, computer system, computer network, or cellular telephone or other wireless or cellular communication device, is also prohibited.
2. For purposes of this rule, bullying is defined as overt, unwanted, repeated acts or gestures, including verbal or written communications or images transmitted in any manner including electronically or digitally, physical acts committed, aggression, or any other similar behaviors that are committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted student and create for the targeted student an objectively hostile school environment that:
    - places the targeted student in reasonable fear of harm to the targeted student's person or property;
    - has a substantially detrimental effect on the targeted student's physical or mental health;
    - has the effect of substantially interfering with the targeted student's academic performance; or
    - has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities, and privileges provided by the school.
3. This rule may be applied regardless of the physical location of the bullying behavior when a student committing bullying behavior and the targeted student attend a school within the school corporation and disciplinary action is reasonably necessary to avoid substantial interference with school discipline or prevent an unreasonable threat to the rights of other students to a safe and peaceful learning environment.
4. Any student or parent who has knowledge of conduct in violation of this rule or any student who feels he/she has been bullied in violation of this rule should immediately report the conduct to the [school administrator or designee] who has responsibility for all investigations of student misconduct including bullying. A student or parent may also report the conduct

to a teacher or counselor who will be responsible for notifying the [school administrator or designee]. This report may be made anonymously.

5. The [school administrator or designee] shall investigate immediately all reports of bullying made pursuant to the provisions of this rule. Such investigation must include any action or appropriate responses that may be taken immediately to address the bullying conduct wherever it takes place. The parents of the bully and the targeted student(s) shall be notified on a regular, periodic basis of the progress and the findings of the investigation and of any remedial action that has been taken.
6. The [school administrator] will be responsible for working with the school counselors and other community resources to provide information and/or follow-up services to support the targeted student and to educate the student engaging in bullying behavior on the effects of bullying and the prevention of bullying. In addition, the school administrator and school counselors will be responsible for determining if the bullying behavior is a violation of law required to be reported to law enforcement under Indiana law based upon their reasonable belief. Such determination should be made as soon as possible and once this determination is made, the report should be made immediately to law enforcement.
7. False reporting of bullying conduct as defined in this rule by a student shall be considered a violation of this rule and will result in any appropriate disciplinary action or sanctions if the investigation of the report finds it to be false.
8. A violation of this rule prohibiting bullying may result in any appropriate disciplinary action or sanction, including suspension and/or expulsion.
9. Failure by a school employee who has a responsibility to report bullying or investigate bullying or any other duty under this rule to carry out such responsibility or duty will be subject to appropriate disciplinary action, up to and including dismissal from employment with the school corporation.
10. Counseling, corrective discipline, and/or referral to law enforcement will be used to change the behavior of the perpetrator. This includes appropriate intervention(s), restoration of a positive climate, and support for victims and others impacted by the bullying.
11. Educational outreach and training will be provided to school personnel, parents, and students concerning the identification, prevention, and intervention in bullying.
12. All schools in the corporation are encouraged to engage students, staff and parents in meaningful discussions about the negative aspects of bullying. The parent involvement may be through parent organizations already in place in each school.
13. The superintendent or designee will be responsible for developing detailed administrative procedures consistent with the Indiana Department of Education guidelines for the implementation of the provisions of this rule.

STOPit Reporting App

Students may report harassment, intimidation, bullying or other threatening or inappropriate behaviors directly to any school staff member or using the STOPit anonymous reporting app available on the Franklin Community Schools website.

C. Possessing A Firearm or A Destructive Device

1. No student shall possess, handle or transmit any firearm or a destructive device on school property.
2. The following devices are considered to be a firearm under this rule: any weapon that is capable of expelling, designed to expel, or may readily be converted to expel a projectile by means of an explosion.
3. For purposes of this rule, a destructive device is:
    - an explosive, incendiary, or overpressure device that is configured as a bomb, a grenade, a rocket with a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, a Molotov cocktail or a device that is substantially similar to an item described above,
    - a type of weapon that may be readily converted to expel a projectile by the action of an explosive or other propellant through a barrel that has a bore diameter of more than one-half inch, or a combination of parts designed or intended for use in the conversion of a device into a destructive device.
    - A destructive device is NOT a device that although originally designed for use as a weapon, is redesigned for use as a signaling, pyrotechnic, line throwing, safety, or similar device.
4. The penalty for possession of a firearm or a destructive device: suspension up to 10 days and expulsion from school for at least one calendar year with the return of the student to be at the beginning of the first semester after the one year period. The superintendent may reduce the length of the expulsion if the circumstances warrant such reduction.

5. The superintendent shall immediately notify the appropriate law enforcement agency when a student engages in behavior described in this rule.

D. Possessing A Deadly Weapon

1. No student shall possess, handle or transmit any deadly weapon on school property.
2. The following devices are considered to be deadly weapons for purposes of this rule:
    - a weapon, taser or electronic stun weapon, equipment, chemical substance, or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury;
    - an animal readily capable of causing serious bodily injury and used in the commission or attempted commission of a crime; or a biological disease, virus, or organism that is capable of causing serious bodily injury.

3. The penalty for possession of a deadly weapon: up to 10 days suspension and expulsion from school for a period of up to one calendar year.
4. The superintendent may notify the appropriate law enforcement agency when a student engages in behavior described in this rule.

E. Unlawful Activity

A student may be suspended or expelled for engaging in unlawful activity on or off school grounds if 1) the unlawful activity may reasonably be considered to be an interference with school purposes or an educational function, or 2) the student's removal is necessary to restore order or protect persons on school property. This includes any unlawful activity meeting the above criteria that takes place during weekends, holidays, other school breaks, and the summer period when a student may not be attending classes or other school functions.

F. Legal Settlement

A student may be expelled if it is determined that the student's legal settlement is not in the attendance area of the school where the student is enrolled.

LEGAL REFERENCES: I.C. 20-33-8 I.C. 35-31.5-2-86
I.C. 35-47.5-2-4 I.C. 35-47-1-5

SAMPLE SUSPENSION AND EXPULSION PROCEDURES

SUSPENSION PROCEDURE

When a principal (or designee) determines that a student should be suspended, the following procedures will be followed:

1. A meeting will be held prior to the suspension of any student. At this meeting the student will be entitled to:
    a. a written or oral statement of the charges;
    b. if the student denies the charges, a summary of the evidence against the student will be presented; and,
    c. the student will be provided an opportunity to explain his or her conduct.
2. The meeting shall precede suspension of the student except where the nature of the misconduct requires immediate removal. In such situations, the meeting will follow the suspension as soon as reasonably possible following the date of the suspension.
3. Following the suspension, the parent or guardian of a suspended student will be notified in writing. The notification will include the dates of the suspension, describe the student's misconduct, and the action taken by the principal.

EXPULSION PROCEDURE

When a principal (or designee) recommends to the superintendent (or designee) that a student be expelled from school, the following procedures will be followed:

1. The superintendent (or designee) may conduct an expulsion meeting, or may appoint one of the following persons to conduct the expulsion meeting:

a. legal counsel
b. a member of the administrative staff who did not expel the student during the current school year and was not involved in the events giving rise to the expulsion.

2. An expulsion will not take place until the student and the student's parent are given notice of their right to appear at an expulsion meeting conducted by the superintendent or the person designated above. Failure to request and to appear at this meeting will be deemed a waiver of rights administratively to contest the expulsion or to appeal it to the school board.
3. The notice of the right to an expulsion meeting will be in writing, delivered by certified mail or by personal delivery, and contain the reasons for the expulsion and the procedure for requesting the meeting.
4. At the expulsion meeting, the principal (or designee), will present evidence to support the charges against the student. The student or parent will have the opportunity to answer the charges against the student, and to present evidence to support the student's position. An attorney may not represent the student at the expulsion meeting, but the attorney may be available for consultation outside the meeting room during the course of the expulsion meeting.
5. If an expulsion meeting is held, the person conducting the expulsion meeting will make a written summary of the evidence heard at the meeting, take any action found to be appropriate, and give notice of the action taken to the student and the student's parent.

ATHLETIC CODE OF CONDUCT

Athletics

Athletics at Franklin Community Middle School follow the rules of the Indiana High School Athletic Association (IHSAA), the FCMS athletic department and the FCMS Athletic Code. Franklin's athletic teams, known as the Cubs, are members of the Jr. Mid-State Conference. All students in good standing and in accordance with IHSAA rules and regulations are eligible to participate in our athletic programs.

FCMS Main Office: (317) 346-8400
Athletic Office: (317) 346-8439
FCMS Fax: (317) 346-8411

Purpose

The purpose of this handbook is to inform athletes and their parents or guardians of the rules, regulations, and information that help us best achieve our mission for the athletic department. Participation in school athletics is a privilege that carries with it a great deal of responsibility. Since competition is a privilege and not a right, those who choose to participate will be expected to follow the Code of Conduct in addition to team rules for their sport. You are expected to represent Franklin, your family and community in a positive manner as a student-athlete of Franklin Community Middle School. Eligibility in all IHSAA sanctioned sports can be determined using Appendix A.

II. Mission, Vision, and Core Values

MISSION: To provide an environment where students grow and are prepared for their future while inspiring school spirit.
VISION: To enhance the growth of student-athletes by learning, modeling, and prompting integrity, trust, and leadership.
CORE VALUES: Individual student growth, Integrity, Trust, and Leadership

III. Johnson County School Sportsmanship Statement

The schools in Johnson County are proud to exhibit the characteristics of outstanding sportsmanship. Our student athletes exemplify the commitment to the value of sport, academic and social achievement, diversity, drug free participation, ethical conduct, and nonviolence in extracurricular competition. Together, we expect our fans to lead the way by participating with a feeling of pride and enthusiasm while avoiding ridicule and sarcasm. Built on a tradition of athletic and academic participation, the schools in Johnson County will remain committed to competing with respect and integrity today and into the future. Please do your part to “Be a Good Sport”.

IV. Code of Conduct

A student who is a member of a Franklin athletic team in any capacity (athlete, cheerleader, student athletic trainer, student manager, or statistician) must be willing to assume the responsibilities that go along with being a member of a team. Student athletes are highly visible to a large segment of the school and the community. Thus, to participate in athletics as representatives of the school, student athletes should be held to high standards of conduct, sportsmanship, and physical training. Student athletes and athletic support personnel are role models and therefore are expected to be positive examples in school citizenship, scholastic effort, leadership, and personal appearance (in school and out of school).

Participation in a school sport is a privilege, not a right, and said participation may be denied any time that the conduct of an athlete is judged to be disruptive to the discipline, good order, or moral/educational environment of the middle school.

This Code of Conduct is expected to be followed at all times by student athletes, including hours away from school. This Code of Conduct becomes effective once graduated to 6th grade and until 8th grade is complete, or on the first day of enrollment for a transfer student.

Under this code, there are three circumstances in which a student athlete can be subjected to the penalties named within:

1. Notification to a school official by verified police report or court action substantiating a violation of this code.
2. A school-initiated investigation which determines that a violation has occurred.
3. Failure to pass random drug testing as administered by the school.

V. General Guidelines

1. Code of Conduct violations are cumulative over the three years in middle school.
2. Any student athlete who violates school rules will be disciplined by the school. If they are suspended from school, they are ineligible to participate in any practices or contests during the term of suspension.
3. The Head Coach will establish any team rules to help the program function smoothly. A head coach may discipline an athlete within the structure of the coach's specific team rules.
4. A student athlete may not attend a practice or contest unless the student athlete arrives at school by 9:30 AM. In addition, a student who leaves school early is not eligible to participate or practice unless the absence is due to a verified doctor appointment.
5. A student is ineligible for participation in competition if they have 2 Fs. They maintain eligibility for practices at athletic director or principal discretion. They must be enrolled in at least 5 classes, unless otherwise approved by admin.
6. A student must have a physical on file before participating in any physical activity for the school year. The physical must be dated before or on April 1st and the first date of participation.
7. Students who have received an after school detention or suspension will not be allowed to participate in competition or practice on the date of the detention or suspension.

VI. Inappropriate Behaviors

1. Tobacco – (including vapes, e-cigs, etc.)
    a. First Offense: 25% of the season
    b. Second Offense: No athletic participation for remainder of school year
    c. Third Offense: No athletic participation for the remainder of middle school career
2. Social Media/Harassment/Bullying/Hazing
    a. EX: Use of violent, force, coercion, threat, intimidation, passive resistance, or other conduct constituting an interference with the program
    b. Student athletes are responsible for emails, social media posts, and texts put on a public domain. Inappropriate or embarrassing information or pictures should not be posted in any public forum. Reminder, you are serving as a representative of your team, school, and community.
    c. Any individual identified on a social networking site which depicts illegal or inappropriate behavior, due to the Conduct Code, will be considered in violation and subject to athletic department discipline or suspension.
    d. Students have a duty to report hazing to a staff member or using STOPit.
3. Drugs/Alcohol/Criminal
    a. EX: Violation of local, state, or federal laws, felonies, misdemeanors, acts of delinquency, or behavior which discredits the team/school.
        i. First Offense: 25% of season
        ii. Second Offense: No participation for remainder of school year

iii. Third Offense: No participation for remainder of middle school career

VII. Other Provisions

Honesty - If the student athlete is found to be dishonest during an investigation, their consequences will advance to the next highest level of their infraction.

Quitting a Team - If a student athlete quits a team after the first contest, he/she may not try out or participate in the next sport season (or pre-season workouts) until the team he/she quits finishes its current regular season. Only mutual contest of the coaches involved and athletic director may waiver this rule.

VII. Athletic Code of Appeals

A student athlete who has been penalized for violating the Franklin Community Middle School athletic code may have the right to an appeal. The consequence set forth by the athletic department will remain in effect until the appeal process has been completed. A student athlete may appeal a penalty, to the building principal or designee, under one of the following situations:

1. New evidence has been discovered that was not presented to the athletic department prior to the penalty.
2. The athlete feels that there is an extenuating circumstance involved with the detail(s) of their situation that are not addressed by the verbiage and/or intent of the athletic code of conduct.
3. The athlete wishes to pursue other methods of consequences, such as extensive community service, in order to reduce their penalty and/or be reinstated to participate in activities such as practice or off-season conditioning.
    a. This situation is applicable for 365 days or career term suspensions.
    b. The student-athlete is responsible for organizing, planning, and presenting the community service activity to the Athletic Director, Principal, or Principal's designee. The Athletic Director, Principal, or Principal's designee has the right to approve or amend the proposed plan to either reduce or to be reinstated to participate in activities such as practice or off-season conditioning.

The student athlete must submit their appeal to the principal or designee, in writing, within three school days after the student athlete is notified of his/her penalty. (Email submissions of appeals are considered appropriate.) The appeal must describe which of the above categories the appeal is being filed under and provide all of the necessary detail to support the request for the appeal. The principal or designee will respond to the appeal request within two (2) school days of receiving the request. Upon receiving the written appeal the principal or designee will review its content. The principal or
designee will then take one of three actions:

1. Uphold the original suspension based on the information presented.
2. Overturn or modify the original suspension. NOTE: Modification can also mean an increase in the original consequence assigned by the athletic department if the appeals committee does not feel that the code of conduct was properly implemented.
3. Assign the matter to an appeals committee to make the final determination. The hearing will occur within three (3) school days of the principal's determination to assign the matter to an appeals committee. A building administrator will chair the hearing committee. Administration will appoint a hearing committee of two (2) coaches from a different sport and two (2) non-coaching faculty members. The hearing committee will decide to support, modify, or rescind the suspension. NOTE: Modification can also mean an increase in the original consequence assigned by the athletic department if the appeals committee does not feel that the code of conduct was properly implemented.

The principal's decision on this matter is considered final. If the matter is referred to an appeals committee, the committee's decision is considered final.

Appendix A

I.H.S.A.A Rules of Eligibility

You are **INELIGIBLE** if:

- Amateurism
    - o You play under an assumed name.
    - o You accept money or merchandise directly or indirectly from athletic participation.
    - o You participate in clinics or camps without IHSAA approval.
    - o You sign a professional contract.
- Awards/Gifts

- o You receive in recognition for your athletic ability any award not approved by your high school principal or the IHSAA.
- o You use or accept merchandise as an award, prize, gift or loan or purchase such for a token sum.
- o You accept awards, gifts, trips or honors from colleges or their alumni.

● Enrollment
- o You did not enroll in school during the first 15 days of a semester.
- o You have been enrolled more than 8 semesters beginning with grade 9.
- o You have represented a high school in a sport for more than 4 years.

● Illness/Injury
- o You have been absent 5 or more consecutive days due to an injury or illness and do not present to your principal or designee written verification from a licensed physician stating that you may resume participation.

● Parent/Physician Certificate (Physical, Concussion, Sudden Cardiac forms)
- o You do not have the completed certificate on file with your principal each school year, between May 1 and the first day of practice.

● Practice
- o You have not completed the required number of separate days of organized practice in a sport under the direct supervision of the high school coaching staff preceding participation in a contest.

● Scholarship
- o You did not pass 5 full credit subjects in your previous grading period or at semester's end.
- o You are not enrolled in 5 full credit subjects.

FRANKLIN COMMUNITY BUS CONDUCT

Transportation Guidelines

The Franklin Community Transportation Department prides itself on the safe and efficient delivery of all students to their intended destination. In order to make this possible we have outlined below the expectations for all students who have chosen to ride our buses. While bus transportation is for most students a privilege, we are pleased to host students who assist us in providing a safe and enjoyable riding experience.

Franklin Community Schools Bus Discipline Matrix - K-12

Expectations	1st	2nd	3rd	4th	5th
Tier1.1. Students will sit in the seat assigned to them by the driver.	V	W	S1/C	S1/S2	S3
Tier1.2. Students will keep feet and bookbags out of the aisle.	V	W	S1/C	S1/S2	S3
Tier1.3. Students will not bring items on the bus that are not school related, could be deemed dangerous (glass containers, animals, etc.), or items that are too large (approximately 39”).	V	W	S1/C	S1/S2	S3
Tier1.4. Students will not open bus windows more than half way at any time.	V	W	S1/C	S1/S2	S3
Tier1.5. Students will not brush their hair or use hygiene products such as hair spray, perfume, nail polish, make-up, etc. while on the bus.	V	W	S1/C	S1/S2	S3
Tier1.6. Students are allowed to talk quietly. (voice level 2)	V	W	S1/C	S1/S2	S3
Tier1.7. Students must board and leave the bus at the student’s regular bus stop location.	V	W	S1/C	S1/S2	S3
Tier1.8. Students may bring a water to drink on the bus, but otherwise will not eat or drink while on the bus (this includes candy/gum/soda,etc).	V	W	S1/C	S1/S2	S3
Tier1.9. Students will not leave trash on their seat or on the floor.	V	W	S1/C	S1/S2	S3
Tier2.1. Students will obey the driver’s instructions when crossing the road, boarding, during transport, and when leaving the bus.	W	S1	S3	S5	E

Tier2.2. Students will wear a seatbelt properly at all times without exception.	W	S1	S3	S5	E
Tier2.3. On a bus without seat belts, students will remain seated and have their back to seat back, their bottom to seat bottom with feet on the floor and hands to themselves for the duration of the ride.	W	S1	S3	S5	E
Tier2.4. Students are not allowed to leave the bus without the driver's permission.	W	S1	S3		
Tier2.5. At railroad crossings or upon instruction from the driver, students will be silent (voice level 0).	W	S1	S3	S5	E
Tier2.6. Students will be respectful and will not use profanity (including gestures).	W	S1	S3	S5	E
Tier2.7. Students will keep boundaries. They will not touch each other, including wrestling, horse play, pushing, and/or tripping.	W	S1	S3	S5	E
Tier2.8. Students will keep all body parts in the bus including not hanging out the window or putting limbs out the window.	W	S1	S3	S5	E
Tier2.9. Students will keep objects in their place. They will not throw items on the bus or off the bus.	W	S1	S3	S5	E
Tier2.10. Students will be kind. They will not use malintent or maladaptive behaviors on the bus.	W	S1	S3	S5	E
Tier2.11. Students will make sure that cell phones are silent while riding on the school bus. Students will not record video or take pictures while on the school bus without driver permission. The student may use devices such as mobile phones or tablets as long as it is not a distraction to the driver or is being used in a way that is deemed inappropriate according to the FCS Acceptable Use Policy.	W	S1	S3	S5	E
Tier2.12. Students will leave objects that do not belong to them in their place. They will not tamper or vandalize bus equipment. They will not be destructive or destroy property.	W	S1	S3	S5	E
Tier2.13. Students will not smoke or vape on the bus. These incidents may be referred to an SRO for investigation and possible ticket.	W	S1/T	S3/T	S5/T	E/T
Tier3.1 Students will be respectful and will not use aggressive, profane or threatening language towards other students or the driver (including gestures).	S3	S5	E	-	-
Tier3.2 Students will not harass, threaten or bully another person.	S3	S5	E	-	-
Tier3.3 Students will keep boundaries. They will not provoke, encourage, or participate in a fight.	S3	S5	E	-	-
Tier3.4 Students will keep all body parts to themselves. They will not spit, hit, kick, or strike another person.	S5	E	-	-	-
Tier 4.1 Students must not bring a weapon of any kind onto the bus.	E	-	-	-	-
Tier 4.2 Students must not assault another student or bus staff.	E	-	-	-	-
Consequences					
V - Verbal Warning (by driver)					
W - Warning issued by bus driver must be accompanied by a parent call.					
C - In-school consequence such as detention.					
S1 - 1-day Bus Suspension					
S2 - 2-day Bus Suspension					
S3 - 3-day Bus Suspension and bus behavior contract w/ incentives					
S-5 - 5-day Bus Suspension					

E - Bus Expulsion, possible criminal charges					
T - Ticket issued.					

K-12 BUS POLICY - The State of Indiana requires that districts provide bus transportation privileges for eligible enrolled students within the district's boundaries. Within State requirements, local Boards of Education are authorized to establish policies and procedures to insure the safe and orderly transportation of their students. The purpose of this policy is to provide guidelines through which the rights and safety of passengers, drivers, and aides are protected. All policies found in the Franklin Community School District Student Code of Conduct apply to every student boarding, riding, or exiting buses. Inappropriate student conduct creates a dangerous distraction to the driver and is insensitive to the rights of all individuals on the bus. In the event of serious or repeated violations, suspension of a student's bus privileges will occur. Parents shall be notified before a bus suspension takes effect, except in emergency situations necessary to protect the safety of individuals, property, or the integrity of the educational process. In such cases, the necessary notice will follow as soon as possible. During the suspension of bus privileges, it shall be the parents' responsibility to provide the student's transportation to and from school. Failure to attend school, due to the loss of bus privileges, is considered an unexcused absence.

RANDOM TESTING & EDUCATION POLICY FOR ALCOHOL, TOBACCO & OTHER DRUGS

STATEMENT OF NEED AND PURPOSE

PURPOSES OF THE PROGRAM

A. All Franklin Community School Corporation students in grades 7-12 may participate in the random drug, tobacco and alcohol testing program. In addition, students who park vehicles at school or drive on school property, those who plan to be involved in any extra-curricular/co-curricular activities, and those involved in clubs or other student groups recognized by the school administration are required to participate in the random drug testing program in order to be eligible to participate in these activities. Note: Grade 6 students who participate on middle school athletic teams will also be included in this policy. No other 6th grade students will be included in this policy.

B. It is a privilege for students who meet both the scholastic and physical conditions of eligibility to participate in any of these activities. All of these activities require that students be at their best and chemical-free in order to provide a safe environment for themselves and other students who potentially could be affected.

C. Franklin Community School Corporation administrators have designed this program to:

1. Direct students away from substance abuse,
2. Protect students who park their vehicles at school or drive on school property, and those who participate in any extra-curricular/co-curricular activities,
3. Educate participants and parents about the serious physical, mental, and emotional harm caused by substance abuse,
4. Assist participants, who might be tempted to use illegal substances,
5. Prevent injury, illness, and harm as a result of substance abuse,
6. Maintain extra-curricular/co-curricular program environment free of drug, tobacco, alcohol, and intoxicants,
7. Expose and educate participants about a procedure frequently and increasingly used in society.

D. It is recognized that serious attention is being given to substance-abuse problems in private business and industry, government, school, and colleges throughout the country. Results of studies throughout the United States reveal an increasing substance-abuse problem, and indicate that more than education alone is necessary to encourage students to choose a lifestyle free of substance abuse. This policy is consistent with Franklin Community School Corporation rules and regulations concerning the use and abuse of drugs, alcohol, and intoxicants. The Franklin Community School Corporation has a strong commitment to the health, safety, and welfare of its students.

INTRODUCTION

The effective date of this program is July 29, 2011. This program does not affect the current policies, practices, or rights of Franklin Community School Corporation with drug and/or alcohol possession or use, where reasonable suspicion is obtained by means other than drug testing through this policy. Franklin Community School Corporation reserves the right to test any student who at any time exhibits cause for reasonable suspicion of drug and/or alcohol usage.

CONSENT

Each student who participates in extracurricular activities or drives to or from school designate, by signing off on receipt of the student handbook, that they are aware they are bound by this policy that is located in our student handbook. Failure to comply will result in non-participation and/or denial of a student driving permit to school.

At the beginning of each selection date, school year, sport season, or when a student moves into the district and/or joins an extracurricular or co-curricular activity, all students wishing to participate in that school year's activities will be subject to random testing for illicit or banned substances. Any student who refuses to submit to random drug testing will not be allowed to practice or participate in designated Franklin Community School Corporation activities or drive to and from school activities for 365 days from the date of the refusal.

Students who do not participate in extracurricular activities or drive to school can still be voluntary enrolled in the random drug testing group by their legal guardian. These students and parents shall be provided with a consent form, a copy of which is attached hereto, which shall be dated and signed by the participant and by the parent/guardian. In so doing, the student is agreeing to participate in the random drug testing program at Franklin Community School Corporation.

Students who participate in this program voluntarily agree to be subject to its terms for their entire school career. Students who wish to be removed from the random drug testing pool can complete the appropriate form, also signed by the parent or legal guardian, to be removed. A student removed from the random drug testing pool will not be permitted to participate in any extra-curricular activity, co-curricular activity, or drive on any school campus for 365 days from the date the removal form is submitted in its entirety. The form is to be submitted to the principal's office.

This random drug testing policy in no way supersedes the student code of conduct (handbook) and its contents. It is still the responsibility of faculty, staff, and administration to maintain a safe and orderly educational environment. In situations where this policy and the student code of conduct may appear to conflict the administration will make the determination as to which policy is best applicable in this scenario including any consequences assigned to the student.

NON-PUNITIVE NATURE OF POLICY

No student, who is randomly drug tested, will be penalized academically for testing positive for illegal drugs or banned substances under this policy. The results of drug tests pursuant to this policy will not be placed in a student's permanent record. Information regarding the results of drug tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the Franklin Community School Corporation Board of School Trustees will not solicit. In the event of service of any such subpoena or legal process, the student and the student's custodial parent, legal guardian, or custodian will be notified at least 72 hours before response is made by Franklin Community School Corporation Board of School Trustees, to the extent permitted by such subpoena or legal process. Any student under an alternative to expulsion contract will held be accountable to the stipulations set forth in that contract.

TESTING PROCEDURES

1. Names will be drawn from one large pool of those agreeing to be tested. Testing may occur on a different day, Monday through Saturday. This variable schedule will keep students conscious of the possibility of being tested at any time during the year. The principal/designee will use an independent laboratory/agency to assure that students are selected in a random fashion. This system will utilize a computer-based system designed specifically for the purpose of randomly selecting individuals for drug testing.
2. No student will be given advance notice or early warning of the testing. In addition, a strict chain of custody will be enforced to eliminate invalid tests or outside influences. The collection of samples will be done in a non-offensive manner, which ensures the integrity of the sample.
3. Upon being selected for a drug screen under this policy, a student will be required to provide a fresh sample according to the quality control standards and policy of the laboratory conducting the analysis.
4. All students will remain under school supervision until they have produced an adequate sample. If the student is unable to produce a sample by the end of the school day, the student will be suspended from activities included in this policy.
5. All samples will meet the requirements set forth by the testing company. If the sample does not the required specifications the student will be required to produce another sample. If it is determined, by reasonable suspicion, that tampering or cheating has occurred during the collection, any students involved will become ineligible for all activities included in this policy for 365 days. This will be reported to the parent/guardian. Any attempt or effort by any student to alter a sample that has been submitted for drug testing, or that is being submitted for drug testing, will be considered a severe disruption. This includes possession of chemicals identified as agents known to invalidate such tests. The student who produces the sample and/or the person(s) who attempted to alter the sample will be subject to suspension and/or a recommendation for expulsion.
6. Immediately after the sample is taken, the student may return to class with an admittance slip or pass with the time he/she left the collection site. The principal/designee must time and sign the pass.
7. The specimens will then be turned over to the testing laboratory, and each specimen will be tested for alcohol, nicotine, and street drugs (which may include all drugs listed as controlled substances under the laws of the state of Indiana). Also performance enhancing drugs such as steroids may be tested. If the test is determined invalid, after leaving the student's possession, the student will be tested again as soon as possible and will also remain eligible until further testing is completed.
8. The laboratory selected must follow the standards set by the Department of Health and Human Services.

REFUSING TO TAKE A DRUG SCREEN

If a student is randomly selected and refuses to take a drug screen, he/she will be ineligible for athletics and for a parking permit for 365 days. The student must also submit to a drug screen before privileges are reinstated.

COLLECTION OF SPECIMEN, CHAIN OF CUSTODY

The principal will establish guidelines to set up the collection environment, guarantee the validity of samples, and supervise the chain of custody.

TEST RESULTS

1. This program seeks to provide needed help for students who have a verified positive test. The student's health, welfare, and safety will be the reason for preventing students from participation in extracurricular activities and restrict him/her from driving to or from school.

2. The principal/designee will be notified of a student testing positive (that is, if the test shows that drug residues are in the student's system after using at least two different types of analyses). The principal/designee will notify the student and his/her parent/guardian. The student or his/her parent/guardian may submit any documented prescription, explanation, or information which will be considered in determining whether a positive test has been satisfactorily explained.

3. If the test is verified positive, the principal/designee will meet with the student and his/her parent/guardian at a school corporation facility. The student and parent/guardian will be given the names of counseling and assistance agencies that the family may want to contact for help.

A student involved in athletics who tests positive will be subject to the disciplinary consequences outlined in the Athletic Handbook and the Student Handbook. A student involved in non-athletic extracurricular activities who tests positive will be subject to the disciplinary consequences outlined in the Student Handbook. A student driver who tests positive will be subject to the disciplinary consequences outlined in the Student Handbook.

Students who are only drivers will not have their driving privileges suspended if testing positive for tobacco if they are of legal age to consume tobacco products. However the student will still be suspended from all other extra-curricular activities.

Franklin Community School Corporation reserves the right to continue testing at any time during the remaining school year any participating student who tested positive and did not make satisfactory explanation.

4. Drug testing results sheets will be returned to the principal/designee identifying students by number and not by name. Names of students tested will not be kept in open files or on any computer. Result sheets will be locked and secured in a location that only the principal/designee has access to.

STATISTICAL REPORTING AND CONFIDENTIALITY OF DRUG TEST RESULTS

The testing laboratory may not release any statistics on the rate of positive drug tests to any person, organization, news publication or media without expressed written consent of Franklin Community School Corporation Board of School Trustees. However, the lab will provide the building principal with a quarterly report showing the number of tests performed, the rate of positive and negative tests, and what substances were found in the positive random specimens.

Under this drug testing program, any staff coach or sponsor of Franklin Community School Corporation who may have knowledge of the results of a drug test will not divulge to anyone the results of the test or the disposition of the student involved, other than in the case of a legal subpoena being made upon that person in the course of a legal investigation. Once again, this will underscore Franklin Community School Corporation commitment to confidentiality with regards to this program.

FINANCIAL RESPONSIBILITY

1. Under this policy, Franklin Community School Corporation will pay for all initial random drug tests and all initial reasonable suspicion drug tests.

2. A mandatory drug test for a student who initially indicated they would not participate in any extra-curricular activity for the remainder of the school year is the financial responsibility of the student or his/her parent/guardian.

3. Counseling and subsequent treatment by non-school agencies is the financial responsibility of the student or his/her parent/guardian.

4. The parent/guardian will be responsible for the cost of any drug test given as the result of a parent/guardian request that a student be tested outside of the random testing pool.

5. In order to return to participation the student will be required to test ATOD free. The parent/guardian will be responsible for the cost of this drug test.

OTHER RULES

Apart from this drug testing program, Franklin Community School Corporation coaching staff/sponsor of each sport/activity have their own rules and requirements. Coaches/sponsors have the necessary authority to enforce those rules. Any student who violates a rule or requirement as a member of a team or activity will be subject to the consequences as defined in those rules and requirements.

FRANKLIN COMMUNITY SCHOOL CORPORATION ACCEPTABLE USE POLICY (AUP) AND GUIDELINES

Rules and Codes of Ethics Relating to School Computer Users
Available Franklin Community School Corporation web site: http://franklinschools.org

The Franklin Community Board of School Trustees and the Franklin Community School Corporation (FCSC) are committed to the effective use of technology to enhance the quality of student learning and the efficiency of FCSC operations. It also recognizes that safeguards have to be established to ensure that FCSC's investment in both hardware and software is achieving the benefits of technology and inhibiting negative side effects. The goal in providing these services is to promote educational excellence by facilitating resource sharing, innovation and communication. The educational value of the Internet is the joint responsibility of students, parents and FCSC employees.

This policy is established not only for proper acquisition of technology but also to ensure that staff and students are making appropriate and ethical use of the computers and other equipment as well as any networks that may be established. This policy is issued to students annually in the student handbook. Students of appropriate age are required to sign that they have read the student handbook. In addition, the AUP is available in every building in the district, on the network and on the FCSC web site. A copy of the AUP will be provided to all new employees.

The provisions of this policy are subordinate to local, state and federal law. Students who do not abide by the AUP may suffer disciplinary action. Employees who do not abide by the AUP may also suffer disciplinary action, including, but not limited to, termination of their employment.

Acceptable Use Policy Administrative Guidelines

Telecommunications

Today's accessibility to computers and people all over the world bring with it the availability of material that may not be considered to be of educational value. On a global network it is impossible to control all materials and information. Eventually users may discover some information to be controversial, vulgar or otherwise inappropriate. Although FCSC has incorporated Internet filtering software, there are no guarantees the user cannot access inappropriate sites. The educational benefits of the Internet far outweigh the negative possibilities.

Children's Internet Protection Act (CIPA)
FCSC complies with the Children's Internet Protection Act by using filtering, tracking, and firewall technologies to monitor Internet activity**.**

Terms and Conditions
The Information Services Department (ISD) will provide technology components including hardware, software, access to the network and the Internet.

ISD has the responsibility to monitor and maintain security on all technology. All computers, telephone systems, electronic systems and voicemail systems are the property of FCSC. FCSC retains the right to access and review all components of these systems. Students and employees should have no expectation that any information contained on or in any of these systems is confidential or private. Information may be reviewed with or without student or employee knowledge or permission. The use of passwords does not guarantee confidentiality and FCSC retains the right to access information in spite of the existence of a password. When accessing the Internet via a FCSC networked computer, every site visited and the duration of time spent at each site is logged and tracked based on the user's login and the computer that is being used.

Review of any logs, technologies and systems will only be done in the ordinary course of business for a legitimate reason. Searching for inappropriate use is a legitimate reason to review any logs, technologies, systems, computers or voicemails. Any information discovered would be limited to those who have a specific need to know that information. Administrators and supervisory staff authorized by the Superintendent have the authority to search and access information electronically.

1. **Account Use:**
   Each technology user in FCSC will be provided all necessary accounts. Accounts will be maintained and monitored by ISD.

A. Users are responsible for their accounts and should take appropriate measures to prevent unauthorized access to their account(s) and equipment.
B. Use of another user's account(s) is prohibited.
C. Account passwords are to be distributed only to the individual account user.
D. Copying, changing, reading or using files of another user without their consent is prohibited.
E. Unauthorized access to system programs or computer equipment is prohibited.
F. A student must have permission to use computer equipment and software.
G. Students are not to use adult workstations without prior permission.
H. Mass storage devices (CD, DVD, USB, etc.) may be used for personal and professional purposes. However, they are never to be used for storage, transfer, or use of materials that are inappropriate, illegal or in violation of copyright laws. The users creating or in possession of mass storage devices containing such material will be responsible for it.

2. Privileges:

The use of FCSC technological systems is a privilege, not a right, and is subject to regulation, inspection, denial and discipline for misuse. The individual user accepts the responsibility for the ramifications and consequences of any inappropriate use of the account, and further accepts that the attitudes and perceptions of others can determine appropriateness.

3. Acceptable Use:

Use of network accounts should pertain to educational research or communications consistent with FCSC educational objectives and policies. Therefore, Internet access will be limited to educationally appropriate sites during all assigned instructional or supervisory times. Personal use of accounts within the confines of the AUP may occur before 8:00am and after 3:00pm on school days and during any duty free time or on days school is not in session. The user, with the understanding that he or she may need to justify the site(s) to a peer, administrator, parent or the general public, determines educationally appropriate sites. Transmission of any material in violation of any U.S. or state regulation is prohibited at all times. Furthermore, students and employees are strictly prohibited from transmitting material that is copyrighted, threatening or obscene, or may be construed as political lobbying. At no time are FCSC accounts to be used to receive or transmit any form of digital, electronic, tape or wireless transmission of material containing obscene, vulgar, threatening or inappropriate material.

4. Software Policies:

Software installation is the loading of a computer program(s) on workstations or network.

A. Software Programs:

1. ISD must be notified and grant permission prior to the loading of programs onto school owned computers. FCSC is not responsible for programs not approved by ISD or any problems caused by or related to such programs. ISD reserves the right to delete any programs or files.
2. Unless otherwise stated in the software's license agreement, users cannot legally load software on more than one computer or onto the network.
3. Users may not load software on any FCSC computer. The building TR/RA will install any software on any FCSC computer. The software documentation must be accessible to the TR/RA at any time.

B. Purchasing Policies:

1. ISD must be informed of and approve all potential software purchases intended for any FCSC workstation or network installation.
2. Corporation wide software is purchased with corporation funds via ISD and in most cases will be networked or Internet accessible.

5. Web Page Policies:

After receiving adequate training, FCSC employees may create web pages. Each web page must have ISD approval. The creation of web sites by students must be done under supervision of an appropriate staff member. All web sites must reflect the professional image of FCSC.

The purpose of such web sites is to create a technology rich environment that provides opportunities within the school community to communicate gather and process information. The following criteria should be used to guide the development of web sites:

A. Educate:

Content provided in the web site should be suitable for and usable by students and teachers to support the curriculum and FCSC's objectives as listed in the Corporation's Strategic Plan.

B. Inform:

Content may inform the community about the school, teachers, or departments, including information about curriculum, events, class projects, student activities and departmental policies and other FCSC related events and activities.

C. Communicate:

Content may provide an avenue to communicate with the community. The information contained on the web site should reflect and support FCSC's Mission Statement, Education Philosophy and the Academic Improvement Process. All links included on the pages must also meet the above criteria and comply with State and federal law (e.g. copyright laws, FERPA and CIPA). Under no circumstances is a web site to be used for commercial purposes, advertising, political lobbying or to provide financial gains for any individual. Web pages should reflect an understanding that both internal and external audiences will view the information.

D. Group Pictures:

Group photographs of a general nature may be used on the Internet for legitimate school purposes. A group picture is two or more people without any individual identifying description**.**

E. Student and Employee Information:

Web site(s) are not to provide personal information about students without written permission from the student's parent or guardian. Employees may provide personal information about themselves at their own discretion

6. Network Etiquette:

Users are expected to abide by the generally accepted rules of network etiquette. It is expected that staff members will provide guidance and instruction to students in the appropriate use of the Internet. These include, but are not limited to, the following:

A. Any speech transmitted by the use of a school computer does not constitute speech in a "Public Forum" and is subject to regulation by the administration.

B. Students and employees must use proper and courteous written language in messages. Vulgarities or any other inappropriate language is not allowed. Messages shall not contain profanity, obscene comments, sexually explicit material, or expressions of bigotry, racism, violence, threats or hate. All communications (i.e. list serves, e-mail, instant messaging, etc.) containing any material listed above is prohibited.

C. Students are prohibited from broadcasting, instant messaging or chatting with other users inside or outside of the FCSC network unless given explicit permission by an appropriate staff member.

D. It is prohibited to access, upload, download or distribute violent, threatening, pornographic, obscene, sexually explicit or inappropriate materials. Circumventing the CIPA filter by use of a proxy or other means is strictly prohibited.

E. Students shall not reveal personal information about themselves or others. If it is deemed necessary for employees or students to reveal student personal information, written permission from the student's parent or guardian must be obtained.

F. Employees may provide personal information about themselves at their own discretion. Employees are not to provide protected information about other employees without permission from that employee. Public information about employees that may be provided by other employees includes name, position, grade or subject taught, e-mail address, phone number of school/building,/office/classroom, extra-curricular responsibilities and verification of employment.

G. E-mail is not private and can be examined by the System Administrator when necessary. E-mail relating to or in support of illegal activities shall be reported to the authorities. The forwarding of chain letters is prohibited without the consent of the recipient(s). E-mail is accessible to students K-8 students on a limited basis under teacher supervision. High school students have individual e-mail accounts. High school students shall not mass e-mail without the approval of high school administration. Mass e-mail is defined as any unsolicited mailing in which the message is sent to a subset of Franklin Community School Corporation addresses**.**

H. **The network shall not be used in such a way as to disrupt its use by others.** Outside of ISD personnel, installing any technology onto the network is forbidden. **Communications and information accessible via the network is the property of FCSC and is not the private property of any individual.**

I. Copying, downloading, etc., without the implied or direct permission of the provider or in violation of any state or federal law, including copyright laws, is prohibited and may result in disciplinary action.

J. Although users are encouraged to use shared drives established by ISD (i.e. "Q") for cooperative work, the process of enabling file sharing via the network is prohibited. This includes web-based software such as Imesh, Napster or the like.

7. Warranties and Responsibilities:

FCSC makes no warranties of any kind, whether expressed or implied, for the services it provides. FCSC will not be responsible for any damages suffered for any reason, including loss of data for any reason. Use of any information obtained via the network is at the users own risk. FCSC is not responsible for the accuracy or quality of information obtained through this service.

8. Vandalism:

Vandalism is defined as any attempt to harm or destroy data or equipment. This includes, but is not limited to: the creating or transferring of computer viruses, changing of system defaults or passwords, destroying network data or damaging computer equipment. Anyone responsible for vandalism is subject to denial of privileges, discipline, and repair or replacement cost.

9. Unsolicited On-Line Contact:

Students of FCSC are prohibited from responding to any unsolicited on-line contact. It is the student's responsibility to notify an instructor of any such instance. The instructor will then notify ISD. Although Internet filtering is used by FCSC, some materials accessible via the Internet may contain items that are illegal, defamatory, inaccurate, violent, sexually explicit, or potentially offensive to some people.

10. **Commercial Use by Students:**
    Goods and services purchased by students via the Internet could result in unwanted financial obligations for which students and their parents or guardians may be liable.

11. **Indemnification:**
    In consideration of FCSC providing the user with access to computer equipment, software, and the network, employees, students and student's parents and guardians agree to hold FCSC harmless. All parties involved agree to indemnify FCSC from any and all liability; loss or damages FCSC may suffer as a result of claims, demands, attorney's fees, costs or judgments against FCSC arising out of the user's violation of this policy.

12. **Consequences**:
    Violations of this policy may result in disciplinary action by FCSC. It is a criminal act under Indiana law to access a computer system and/or damage or alter a computer program, data, or hardware without the consent of the computer owner. Indiana Code § 35-43-1-4 defines computer tampering, a Class D felony, as the knowing or intentional alteration or damage to a computer program without the consent of the owner. Indiana Code § 35-43-2-3 defines computer trespass, a Class A Misdemeanor, as a knowing or intentional access to a computer system network or a part thereof without the consent of the owner. Additionally, there are other criminal offenses dealing with theft and criminal mischief with similar or greater penalties of imprisonment.

FCSC Board approved 6/12/95, 1/16/96, 3/11/96, 6/12/00, 7/10/00, 4/9/01, 3/11/02, 5/10/04, 6/11/07

FCSC SEARCH POLICY

LOCKERS & LOCKER INSPECTIONS

All lockers made available for student use on the school premises, including lockers located in the hallways, physical education and athletic dressing rooms, industrial education classrooms and art classrooms, are the property of the School Corporation. These lockers are made available for student use in storing school supplies and personal items necessary for use at school, but the lockers are not to be used to store items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an education function, or which are forbidden by State Law or School Rules. A student may not expect to have privacy in a locker or its contents.

The student's use of the locker does not diminish the School Corporation's ownership or control of the locker. The School Corporation retains the right to inspect the locker and its contents to insure that the locker is being used in accordance with its intended purpose, and to eliminate fire and other hazards, maintain sanitary conditions, attempt to locate lost or stolen materials, and to prevent use of the locker to store prohibited or dangerous materials such as weapons, illegal drugs, paraphernalia, or alcohol.

The School provides lockers as a convenience to students. Combinations are changed when a new student is assigned to a locker, and it is the student's responsibility to keep the combination to himself and the locker locked at all times. The School cannot accept responsibility for any items missing from a student's locker.

SEARCHES

The following policies apply to searches:

LOCKER SEARCHES

Student lockers are school property and remain at all times under the control of the school; however, students are expected to assume full responsibility for the security of their lockers. Periodic general inspections of all lockers may be conducted by school authorities for any reason, at any time, without notice and/or student consent.

Except in the case of a general inspection of all lockers, searches of an individual student's locker must be based upon reasonable suspicion of the principal or designee that the locker is being used to store items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an educational function, or that the locker contains items which are forbidden by State Law or School Rules. If practical, the student assigned to the locker being searched upon reasonable suspicion should be present during the search. Searches shall be conducted by the principal or a member of the administrative staff designated in writing by the principal and acting at the direction of the principal.

PERSONAL SEARCH

The principal, or another member of the administrative staff designated in writing by the principal and acting at the direction of the principal, may search the person of a student during any school activity if the principal has reasonable suspicion to believe that the student has on or about his or her person items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an educational function, or items which are forbidden by State Law or School Rules. Searches of the person of a student shall be limited to:

- searches of the pockets of the student
- any object in the possession of the student such as a purse, back pack, briefcase, or gym bag, and/or,
- a "pat down" of the exterior of the student's clothing

Searches of the person of a student which require removal of clothing other than a coat, jacket, or shoes shall be referred to a law enforcement officer in accordance with this policy. Searches of the person of a student shall be conducted in a private room by a person of the same sex as the student being searched. At least one but not more than three additional persons of the same sex as the student being searched shall witness but not participate in the search. At the request of the student to be searched, an additional school employee of the same sex as the student, designated by the student, and then reasonably available on school premises, shall witness the search. The parent or guardian of any student searched shall be notified of the search as soon as reasonably possible, but prior notification to and consent by the parent or guardian is not required prior to conducting a search based upon reasonable suspicion.

VEHICLE SEARCH

The privilege of bringing a student-operated motor vehicle onto school premises is hereby conditioned on consent by the student driver, the owner of the motor vehicle and the parent or guardian of the student to allow search of that motor vehicle upon reasonable suspicion of the principal that the vehicle may contain items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an educational function, or that the vehicle contains items which are forbidden by State Law or School Rules. Refusal of the student, parent or guardian, or owner of the motor vehicle, to provide or allow access to a motor vehicle on school premises at the time of a request to search the motor vehicle, shall be cause for termination without further hearing of the privilege of bringing a motor vehicle onto school premises. The principal or a member of the administrative staff designated in writing by the principal and acting at the direction of the principal may conduct the search.

Anything found in the course of a search conducted in accordance with this section which could cause, or could reasonably be foreseen to cause, an interference with school purposes or an educational function, or which is a thing which is forbidden by State Law or School Rules, may be:

- seized and admitted as evidence in any suspension or expulsion proceeding if it is tagged for identification at the time it is seized and kept in a secure place by the principal or the principal's designee until it is presented at the hearing,
- returned to the parent or guardian of the student from whom it was seized,
- destroyed if it has no significant value, or,
- turned over to any law enforcement officer in accordance with this policy.

ASSISTANCE OF LAW ENFORCEMENT

The principal or a member of the administrative staff designated in writing by the principal may request the assistance of a law enforcement officer to search any area of the school premises, any student, or any motor vehicle on school premises, if the principal or another member of the administrative staff designated in writing by the principal, has reasonable suspicion to believe that the person or area to be searched possesses or contains items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an educational function, or which are forbidden by State Law or School Rules. Where the law enforcement officers respond to such request, no school employee shall assist or otherwise participate in any search conducted.

Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the Franklin Community Schools ("School") receives a request for access.

   Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

   Parents or eligible students who wish to ask the [School] to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment.

Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

   One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

   Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

   Family Policy Compliance Office
   U.S. Department of Education
   400 Maryland Avenue, SW
   Washington, DC 20202

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that Franklin Community Schools, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, Franklin Community Schools may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the Franklin Community Schools to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- School publications or promotions, both in print and online
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want Franklin Community Schools to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing by August 23rd, 2017. Franklin Community Schools has designated the following information as directory information:

-Student's name
-Address
-Telephone listing
-Electronic mail address
-Photograph
-Date and place of birth
-Major field of study
-Dates of institution attended
-Grade level
-Participation in officially recognized activities and sports
-Weight and height of members of athletic teams
-Degrees, honors, and awards
-The most recent educational agency or

-Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(*1*) - (a)(1)(i)(B)(*2*) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of post-secondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10)

Information the school has designated as "directory information" under § 99.37. (§ 99.31(a)(11))

INDIVIDUALS WITH DISABILITIES STATEMENT

The practice of Franklin Community Middle School is that no person with a disability should be excluded from participation, access to, or benefits of any program or activity sponsored by Franklin Community Middle School by reason of his/her disability. Inquiries regarding this policy should be directed to the school's principal, assistant principal, or guidance counselor. All activity sites are fully accessible. Any person requiring further accommodations should contact the Superintendent at the corporation's central office.

Pesticide Use at Schools Rule – 357 IAC 1-16

The purpose of Rule *357 IAC 1-16* is to minimize the potential for pesticide exposure to students at schools. This rule is put in place to establish requirements for those who apply pesticides at schools, to establish restrictions on the use and storage of pesticides at schools, to establish a record keeping requirement for pesticides applied at schools, and to establish a parent, guardian, and staff registry and notification requirement for pesticides applied at schools.

Typical facility maintenance requires the use of pesticides from time to time. Effective pest management and appropriate landscaping maintenance and turf care involve the use of pesticides. Although we are not able to eliminate the use of pesticides completely, we will make every effort possible to apply these types of products during the summer months and/or during other extended break periods.

FCSC is committed to the safety of all students and staff. As part of the rule, FCSC must provide 48 hours advance notice before applying pesticides. FCSC will notify all registered parents, guardians, and staff members of these applications. To request notification you must register in the office at your school building. The registry will ask for your name, phone number, and email address. You may request to be added to the registry at any time during the year.

For more information please contact Bill Doty, FCSC Facility Manager, at 346-8741 or by email at dotyw@franklinschools.org

Annual AHERA Notification

Under the Asbestos Hazard Emergency Response Act (AHERA), Franklin Community School Corporation is required to notify, in writing, all parents, guardians, and staff, on an annual basis, each school year, and file a copy of the notice in the management plan. The notice must advise that the management plan is available for inspection, without cost or restriction during normal business hours.

Notification of Asbestos Removal Projects:

1. No removal projects are planned for the 2017-18 school year.
2. Cost estimates have been acquired for the removal of all remaining asbestos containing materials. FCS will plan future budgets to complete abatement projects.

Operations & Maintenance:

1. 6-month surveillance inspections for all buildings containing asbestos materials.
    - Union Elementary – Boiler Room, Pipe Insulation
    - Webb Elementary – Boiler Room, Floor Tile
2. Inspections were completed by Astesco Laboratory, Inc. insuring the asbestos contained in the above listed buildings remains in safe condition for the occupants of such buildings.

A look ahead: FCSC will continue diligent efforts to manage and control existing asbestos containing materials. If further information is needed, contact Jeff Sewell, Director of Operations. sewellj@franklinschools.org

Policy 2266 – **NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS**

OR ACTIVITIES Introduction

The School Board of the Franklin Community School Corporation (hereinafter referred to as "the Board" or "the Corporation") does not discriminate or tolerate harassment on the basis of sex in its education programs or activities which it operates or the employment therein or admission thereto, as required by Title IX of the Education Amendments of 1972 and its implementing regulations.. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits Sexual Harassment. When the Corporation has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Members of the Corporation Community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. Third Parties who engage in Sexual Harassment also are subject to the disciplinary sanctions listed in this policy. The Board will provide persons who have experienced Sexual Harassment supportive measures/ongoing remedies as reasonably necessary to restore or preserve access to the Corporation's education programs and activities.

Coverage

This policy applies to all 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 grounds immediately before, during, or immediately after school hours; in any school program or activity taking place in school facilities, on school transportation, or at any other off-campus locations, such as school-sponsored field trips or a training program; or using property or equipment provided by the school, including school-owned computers and the school's computer network.

Except as provided above, this policy does not apply to Sexual Harassment that occurs off school grounds, in a private setting, and outside the scope of the Corporation's education programs and activities; such Sexual Misconduct/Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws, and/or Employee/Administrator Handbook(s) if committed by a Corporation employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the

Corporation's education programs or activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student or by Board policies and administrative guidelines, applicable State and/or Federal laws, and/or Employee/Administrator Handbook(s) if committed by a Corporation employee.



Franklin Community High School
STUDENT HANDBOOK
2025-2026

FRANKLIN FIGHT SONG

We're loyal to you, Franklin High
We're all staunch and true, Franklin High
We'll back you to stand against the best in the land
For we know you have the sand, Franklin High

Go smash the blockade, Franklin High,
Go crashing ahead, Franklin High
Our team is our fame protector, on boys!
We'll all expect a victory from you, Franklin High.

F F F-R-A-N F-R-A-N-K-L-I-N

To our dear old high school we will always be true.
In every endeavor A-Fighting for you
Like men of old, on giants -- placing reliance, shouting defiance --
Oskey Wow, Wow

Amid the broad green fields that nourish our land,
For honor and for learning to stand --
So unto thee we pledge our hearts and hands
To win this victory, Franklin High.

MISSION STATEMENT

Together, we empower greatness in all learners through collaboration, dynamic partnerships, and rich experiences that develop a world-class learning environment.

VISION

Franklin Community Schools - where education is student-centered and innovative and learners are inspired to become great!

BELIEFS

In a safe and nurturing environment, students:

- Learn at different rates and in different ways
- Learn more effectively while actively engaged
- Develop positive relationships with adults and peers

GUIDING PRINCIPLES

Individual Student Growth

Franklin Community Schools will provide learning experiences that maximize individual student potential.

Communication

Franklin Community Schools will share and receive information in a clear, concise, and timely manner.

Systemic Continuous Improvement

Franklin Community Schools will utilize a fluid process that engages stakeholders in defining, analyzing, and evaluating possible solutions.

Leadership

Franklin Community Schools will identify the potential leaders of tomorrow and facilitate their growth and development.

Trust

Franklin Community Schools will build an atmosphere of confidence through an open and transparent environment.

SCHOOL ACCREDITATION

Franklin Community High School is accredited by the State of Indiana and a member of the North Central Association of Colleges and Secondary Schools. We have been fully accredited by this prestigious group since 1908. In addition, FCHS is one of the first twelve Indiana high schools to be commissioned by the Indiana State Board of Education.

ADMINISTRATION AND STAFF

School Board of Trustees
Mrs. Becky Nelson, President
Mrs. Debbie Gill, Vice-President
Mrs. Jennifer Mann, Secretary
Mr. Brett Jones, Member
Mr. David Yount, Member

Central Office Administration
Dr. David Clendening, Superintendent
Dr. Brooke Worland, Assistant Superintendent
Mrs. Tina Jobe, Chief Financial Officer
Mr. Matt Sprout, Director of Technology
Mr. Benji Betts, Director of Operation

High School Administration And Office Staff
Principal, Mr. Steve Ahaus
Associate Principal, Mr. Ryan Wagner
Assistant Principal, Mrs. Melisa McCain
Dean of Students, Mr. Connor Ulmer
Dean of Students, Mrs. Shelby Biehl
Dean of Attendance, Mr. Craig Harvey
Franklin Academy Coord, Mr. Jake Baas
Grad Pathway Coord, Mrs. Mari Weidman
Receptionist, Mrs. Jill Patrick
Assistant to the Principal, Ms. Jamie Green
Assistant to the APs, Mrs. Jennifer Sketo
Attendance Secretary, Mrs. Emily Goad
Treasurer, Mrs. Rachel Picklesimer
Athletic Director, Mr. Bill Doty
Assistant Athletic Director, Mr. Chris Coll
Athletic Secretary, Mrs. Cindi Martin
Nurse, Ms. Darla Saladin
Media Specialist, Mrs. Emily Silverman
Cafeteria Manager, Mrs. Rachael Wheeler

Counseling Staff
Mr. Brian Hansen (A – D)
Mr. Brian Powers (E - K)
Ms. Jennifer Rodman (L – Ri)
Mrs. Debbie Smith, Counseling Secretary
Mrs. Abbey Albright (Ro – Z)
Mrs. Chandas Karlin (LMHC)
Mrs. Carly Geis (LCSW)

TELEPHONE DIRECTORY

FCHS	317-346-8100	Attendance	317-346-8007
FAX	317-738-5703	Counseling Office	317-346-8011
Athletics	317-346-8222	Counseling Fax	317-738-5730

FCSC Web Address www.franklinschools.org

DAILY TIME SCHEDULE

General Schedule
School begins at 7:45AM on Mon, Tue, Wed, & Fri. On Thursday, students operate on a late arrival, with school starting at 8:30 am. School ends each day at 2:45 pm.
Before school, between the times of 7:20-7:45 (8:05-8:30 on Thurs), students may only enter the building through Door 55 (Bus Entry), Door 1 (Main Door) or Door 6 (Student Parking Entry). After the opening bell all students, parents and patrons must enter the building through the main front entrance (Door 1). For any athletic business, Door 15 will be opened from 8:30 AM – 3 PM. This entrance will not allow for building access – only to the athletic office.

2-Hour Delay Student Schedule
School will begin at 9:45 am and end at 2:45 pm, unless otherwise notified.

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NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION

TITLE IX (STUDENT) SEXUAL HARASSMENT ALLEGATION PROCEDURE

General Policy Statement and Scope

Complaints that fall under this section are sexual harassment complaints in which a student is either the Complainant (alleged victim) or Respondent (alleged harasser).
The term "sexual harassment" as used in this procedure shall mean conduct on the basis of sex, including, but not limited to failure to conform to stereotypical notions of masculine or feminine traits such as:

A. a Corporation employee conditioning the provision of an aid, benefit, or service of the Corporation on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
B. unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Corporation's education program or activity; or
C. "sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).
    1. "Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.
        a. Rape is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. Attempted rape is included.
        b. Sodomy is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
        c. Sexual Assault with an Object is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
        d. Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
        e. Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.

f. Statutory Rape is sexual intercourse with a person who is under the statutory age of consent as defined by State law.
g. Consent refers to words, actions, inactions, or any other conduct that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.
h. Incapacitated refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

2. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:
   a. a current or former spouse or intimate partner of the victim;
   b. a person with whom the victim shares a child in common;
   c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
   d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or
   e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.
3. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
4. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

The term "consent" as applicable to this procedure shall mean an individual voluntarily agreeing, by words or actions, to the proposal of another individual. An individual may be incapable of consent due to mental or physical incapacitation. The vast majority of Corporation students are incapable of giving consent to sexual contact, because Indiana law generally establishes the age of consent as 16.

The Corporation is committed to promptly responding to reports of sexual harassment. All reference to "days" within these procedures shall mean instructional days. The procedures described below may be subject to temporary delays based on good cause (e.g., law enforcement involvement, absence of a party, witness, or advisor, translation or accommodation needs) with written notice to both parties explaining the reason for the delay.

Title IX Coordinator(s)

The Board designates and authorizes the following individual(s) to oversee and coordinate the Corporation's Title IX compliance. Inquiries about the application of Title IX and its regulations may be referred to the Title IX Coordinator.

Title IX Coordinator
998 Grizzly Cub Drive, Franklin, IN 46131

317-346-8700
titleix@franklinschools.org

The Title IX Coordinator is responsible for monitoring and ensuring compliance with all non-discrimination and anti-harassment law. The Title IX Coordinator shall document all reports of discrimination or harassment and establish a protocol for recordkeeping. Nothing in this procedure shall supersede or substitute an employee's other mandatory reporting obligations including, but not limited to, reporting suspected child abuse and neglect and bullying.

The Title IX Coordinator shall report directly to the Superintendent except when the Superintendent is a Respondent. In such matters, the Title IX Coordinator shall report directly to the Board of School Trustees. Questions about this policy should be directed to the Title IX Coordinator.

Grievance Process

The Corporation's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before the imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent. All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will receive training regarding topics related to this process, including: the definition of sexual harassment, the scope of the Corporation's education program and activity, and how to conduct these grievance procedures.

All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will objectively evaluate all relevant evidence – both inculpatory and exculpatory. Further, no credibility determination will be based on a person's status as a Complainant, Respondent, or witness.

Consistent with the law, the Corporation will presume the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. **The Corporation will utilize the preponderance of the evidence standard when determining responsibility.** The Corporation will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. Further, questions or evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions or evidence are offered to prove that someone other than Respondent committed the conduct alleged by the Complainant or to prove consent.

Report of Sexual Discrimination/Harassment

Anyone who believes that a student or staff member has possibly been the target of sexual harassment should immediately report the situation to an appropriate staff member such as a teacher, counselor, administrator, or the Title IX Coordinator. Any person may report sex discrimination, including Sexual Harassment, in person, by mail, by telephone, or by electronic mail, using thecontact information for the Title IX Coordinator. **Any employee who has reason to believe that a student or staff member has been the target of sexual harassment must report the behavior to their building level leader, such as a principal.** If a Corporation employee fails to report an incident of Sexual Harassment of which the Corporation employee is aware, the Corporation employee may be subject to disciplinary action, up to and including termination.

The Corporation accepts anonymous reports submitted using the STOPit website. However, anonymous reports may hamper the Corporation's ability to respond to allegations of sexual harassment.

The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Board employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment.

The Board does business with Third Parties who are not students or employees of the Board. Notwithstanding any rights that a given Third-Party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or Third Party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any Third Party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct and the Employee/Administrator Handbook.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies and/or administrative guidelines, the applicable Student Code of Conduct, or Employee/Administrator Handbook(s).

Response to a Report and Supportive Measures

Upon receipt of a report, the Title IX Coordinator must promptly, usually within two (2) days, contact the Complainant to discuss the availability of supportive measures.

Supportive measures are non-disciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent. Such measures are designed to restore or preserve equal access to the Corporation's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Corporation's educational environment, or deter sexual harassment.

Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, leaves of absence in the case of employees, increased security and monitoring of certain areas of the campus, and other similar measures.

In addition to discussing the availability of supportive measures, the Title IX Coordinator will also consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. The Title IX Coordinator will make contact with

the Complainant in person, via phone, or via a virtual meeting in order for the Complainant to ask questions. If the Complainant is a student under the age of eighteen, the student's parent will be contacted simultaneously.
A "formal complaint" is a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting the Corporation investigate the allegation(s) of sexual harassment.

Even in instances where a Complainant chooses not to file a formal complaint, supportive measures may continue at the discretion of the Title IX Coordinator.
The Title IX Coordinator may decide to sign a formal complaint to investigate the allegation(s) of sexual harassment against the wishes of the Complainant where moving forward without an investigation would be unreasonable. Such circumstances may include, but are not limited to, reports that indicate multiple Respondents, the involvement of a Corporation employee, and/or continued sexual harassment of the Complainant and others.
While there is on deadline by which a Complainant must file a formal complaint, the Corporation encourages Complainants to submit a formal complaint within ten (10) days of meeting with the Title IX Coordinator. In instances where enough time has passed that the Corporation cannot gather evidence, the Corporation may not be able to investigate.
The Corporation will offer supportive measures to a Complainant who is the subject of an anonymous report. However, should a Complainant desire to initiate the grievance process, the Complainant cannot remain anonymous or prevent the Complainant's identity from being disclosed to the Respondent.

Emergency Removal

Subject to limitations and/or procedures imposed by State and/or Federal law, the Corporation may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purpose of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any individual (including self) before or at any time during the proceedings described herein, that justifies removal. If the Corporation determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. See Policy Policy 5605 – Suspension and Expulsion of Students with Disabilities, Policy 5610 – Suspension and Expulsion of Students, Policy 5611 – Due Process Rights, and Policy 5620 – Court Assisted Resolution of Suspension and Expulsion.

An emergency removal does not affect or modify any rights a student receiving special education may have under the IDEA, Section 504, or the ADA.
If the Respondent is a non-student employee, the Corporation may place the Respondent on administrative leave during the pendency of the grievance process.
For all other Respondents, including other members of the Corporation Community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

Notice

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice of the following to the parties (to the extent known) containing the following information:

A. notice of the Board's grievance process, including any informal resolution processes;

B. notice of the allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include: the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident, if known. The written notice must:
    1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
    2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence;
    3. inform the parties of any provision in the Student Code of Conduct, this policy, and/or Employee/Administrator Handbook that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of the investigation, additional allegations are uncovered and therefore investigated, the Corporation will provide a supplemental notice of the additional allegations to the parties whose identities are known.

Dismissal and Consolidation

In certain instances, the Corporation may dismiss or consolidate formal complaints. Such instances of dismissal include, but are not limited to, when the alleged conduct, even if true, would not constitute sexual harassment, when the Respondent is a non-student or non-employee of the Corporation, or when a Complainant notifies the Title IX Coordinator they would like to withdraw the formal complaint. A dismissal does not preclude the Corporation from taking action under another provision of the applicable code of conduct, board policy, and/or employee handbook. If a formal complaint is dismissed, the Corporation will promptly inform the parties of the reason for dismissal and the right to appeal. Further, the Corporation may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

Informal Resolution Process

Upon receipt of a formal complaint and after providing sufficient notice to the parties, the Corporation may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the allegations. The Corporation may not require the parties to participate in the informal process, but instead must obtain the parties' voluntary, written consent to participate.

The informal process is not available to resolve allegations that an employee sexually harassed a student. Further, at any time during the informal process any of the parties may end the informal process and initiate the investigation and determination process.

Investigation of a Formal Complaint of Sexual Harassment

Unless the Corporation dismisses a formal complaint or the parties resolve a formal complaint through the informal process, the Corporation will investigate the allegations of sexual harassment and make a determination regarding responsibility.
The burden of proof and collection of evidence rests with the Corporation. To that end, the Title IX Coordinator, in conjunction with a designated building-level leader, will conduct an investigation.

The means of investigating a formal complaint include, but are not limited to, Complainant, Respondent, and witness interviews and review of documentation. The parties shall have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Corporation will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. Evidence or information related to the allegations under investigation may not be discussed by the parties, except with their chosen advisors. The parties may not substantially disrupt the educational environment. Absent extenuating circumstances, the collection of evidence for an investigation should conclude within thirty (30) days.

The parties may be accompanied to any meeting or proceeding related to the investigation by an advisor of their choice, who may be, but is not required to be an attorney. Apart from a union representative accompanying an employee who is a party, employees are discouraged from serving as advisors to students.

Advisors may not be present on behalf of the party they accompany and should request or wait for a break in the meeting if they wish to interact with the Title IX Coordinator or building level leader. Advisors may confer quietly with parties as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the party and their advisors should ask for a break or step out of the meeting. An advisor who disrupts the process will receive one warning, after which if continued disruption occurs the advisor will be removed from the meeting/proceeding. In such an event, the parties will be given the opportunity to reschedule and be accompanied by another advisor.

When the Title IX Coordinator and building level leader have completed their collection of evidence, they will provide both parties with an equal opportunity to inspect and review any evidence obtained that is directly related to the allegations raised in the Formal Complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

The parties and any advisors must execute the provided non-disclosure agreement before they may receive the evidence for review. Following execution of the non-disclosure agreement, the Title IX Coordinator and/or building level leader will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) calendar days to submit a written response, which the Title IX Coordinator will consider prior to completion of the investigative report.

At the conclusion of the investigation, the Title IX Coordinator and building level leader shall create an investigative report that fairly summarizes relevant evidence. At least ten (10) days prior to the time of determination, the Title IX Coordinator and building level leader will send the report in an electronic format or a hard copy to each party and the party's advisor, if any, for their review and written response.

Determination of Responsibility

Generally, the [SCHOOL OFFICIAL TITLE] shall serve as the decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigative report has been sent to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, each party will be afforded the opportunity to submit written, relevant questions that a party wants asked of any party or witness,

provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

The process of written questions and follow-up questions should generally take thirty (30) days or less. Within a reasonable time period following the written questions, the decision-maker will issue a written determination regarding responsibility applying the preponderance of evidence standard.
The written determination will include the following content:

A. identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;
B. a description of the procedural steps taken;
C. findings of fact supporting the determination;
D. conclusions regarding the application of the applicable code of conduct to the facts;
E. a statement of, and rationale for, the result as to each allegation, and
F. the procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

The decision-maker will provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

Remedies

Where, following the formal or informal process, the Corporation determines a Respondent responsible for sexual harassment, the Corporation shall provide remedies designed to restore or preserve equal access to the recipient's education program or activity. Such remedies may include supportive measures and/or discipline up to and including expulsion. The Corporation's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.
At any point in the grievance process and procedures, the Superintendent (or the Title IX Officer if the Superintendent is the Respondent) may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

Appeal

Following the decision-maker's determination regarding responsibility, either party may appeal to the designated governing body representative. An appeal should be submitted in writing within ten (10) days of the party's receipt of the determination. Note, appeals will only be considered if based on one of the following:

A. procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);
B. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter; or

C. the Title IX Officer, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter.

Both parties shall have five (5) days after the submission of an appeal to submit a written statement in support of, or challenging the decision-maker's determination. The governing body representative will issue a written decision describing the result of the appeal and the rationale for the result within forty-five (45) days. The governing body representative's decision will be provided simultaneously to the parties.

Nothing herein shall prevent the Superintendent (or the Board when the Superintendent is the Respondent) from imposing any remedy, including disciplinary sanction, while the appeal is pending.

Retaliation

The Corporation prohibits retaliation against persons who report, testify, assist, or participate or refuse to participate in any manner in an investigation, proceeding, or hearing. Retaliation includes intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX..
Complaints alleging retaliation may be filed according to the grievance process set forth above.

Confidentiality

The Corporation will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA's regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the Corporation's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

Record-keeping

The Corporation will maintain records from an investigation, determination, appeal, and informal resolution for seven (7) years.

Reports otherwise required by Law

These procedures do not affect or alleviate mandatory reporting required by state or federal law- for example, reporting of suspected child abuse or neglect to law enforcement or Department of Child Services.

Legal
I.C. 31-33-5-1
I.C. 20-33-8
20 U.S.C. 1092(F)(6)(A)(v)
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Act of 2004 (IDEA), as amended
20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)
34 C.F.R. Part 106
34 U.S.C. 12291(a)(10)
34 U.S.C. 12291(a)(8)
34 U.S.C. 12291(a)(30)
42 U.S.C. 1983
42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964
42 U.S.C. 2000d et seq.
42 U.S.C. 2000e et seq.
OCR's Revised Sexual Harassment Guidance (2001)

GENERAL INFORMATION

ABSENCE FROM SCHOOL

A. **Reporting Absences -Attendance Line 317-346-8007** Parents are expected to call the FCHS attendance office (317-346-8007) to report their student's absence on the same day as the absence and state the reason the student is not in attendance. There is a 24-hour voice mailbox available at this number. A parent call, however, does not mean that an absence will be excused.
B. If the parent is unable to call, a note or FAX (317-738-5703) is acceptable, if approved by the administration.
C. **Medical documentation is required in order for the absence to be listed as a medical excuse. If medical documentation is not provided then the absence will count as a standard excused absence as long as other procedures are followed.**
D. If the attendance office does not receive a call, note, or FAX within two days of the student's return, the absence will be considered unexcused and marked as truancy.
E. Please make early dismissal calls a minimum of 1 hour prior to the scheduled time to pick up a student. Otherwise, a student may not be readily available for immediate pickup.
F. If a student is receiving ongoing therapy or outpatient services, one-time documentation from the providing facility stating the beginning date, time each day, number of days a week, and ending date should be sent to the attendance office at the beginning of the treatment.

ADMISSION OF FOREIGN EXCHANGE STUDENTS

The Board recognizes the positive cultural benefits to the students, staff, and the community of meeting students from other countries and having foreign exchange students as members of the student body of this corporation. Students will be accepted from foreign countries each year subject to the approval of the building administration. Foreign exchange students must adhere to all school regulations and must

reside in the housing of a sponsoring family. Foreign exchange students are responsible for the same fees as any other student in the high school. Such foreign exchange students will be admitted and classified as juniors and will be considered resident students for the period they remain with the approved family residing in Franklin Community Schools.

AGE OF MAJORITY

Eighteen-year-old students are required to follow the same rules and procedures as younger students. In certain cases, eighteen-year-olds may assume responsibility for their own attendance and request not to have their parents contacted when problems arise:

1. If they are married.
2. If a court order of emancipation is on file in the office.
3. If students can prove they are permanently living separately from their parents and financially supporting themselves.

AHERA ANNUAL NOTIFICATION

Under the Asbestos Hazard Emergency Responses Act (AHERA), Franklin Community Schools are required to notify, in writing, all parents, guardians, and staff, on an annual basis, each school year, and file a copy of the notice in the management plan. The notice must advise that the management plan is available for inspection, without cost or restriction during normal business hours.

Notification of Asbestos Removal Projects

1. No removal projects are planned for the 2023-2024 school year.
2. Cost estimates have been acquired for the removal of all remaining asbestos-containing materials. FCS will plan future budgets to complete abatement projects

Operations and Management

1. 6-month surveillance inspections for all buildings containing asbestos materials.
2. Inspections were completed by Asbesco Laboratory, Inc. ensuring the asbestos contained in the above buildings remains in safe conditions for the occupants of such buildings.

A look ahead:

FCS will continue diligent efforts to manage and control existing asbestos-containing materials. If further information is needed, contact the Director of Operations.
bettsw@franklinschools.org

ANNOUNCEMENTS

Announcements are sent out to students and parents bi-weekly via email. Students are responsible for knowing announcement content regardless of their attendance. All announcements are required to be approved by the appropriate teacher, coach, advisor, or administrator before they will be publicized. Some announcements may be shared by PA at the start of school.

BALLOONS, FLOWERS, AND PERSONAL STUDENT DELIVERIES

No deliveries of balloons, gifts, or flowers will be permitted at school during school hours. Extracurricular sponsors may permit deliveries to all members of their organizations, not to individuals

if they choose to do so, but these deliveries are to take place after school hours. Food deliveries to students are not allowed during the school day.

BICYCLES

Students who ride bicycles or mopeds to school should lock them in the bicycle rack provided for that purpose.

BOOK RENTAL (Consumable Fees)

FCHS uses a book rental system. While no book rental is charged, students may still be charged for lost or damaged items. Which can iclude textbooks and other classroom items used.

BREAKFAST

Breakfast is served before school each morning. All students who qualify for free or reduced lunches qualify for free or reduced breakfast.

CAREER/VOCATIONAL SCHOOL STUDENTS:

A school bus is provided to transport students to and from C-9. Students may drive to C-9 if properly registered through the main office and approved by C-9. Students who are late for the C-9 bus will have unexcused absences at C-9 and will spend the half-day in study hall unless their parent comes to drive them to C-9.

1. C-9 students must be enrolled at Franklin Community High School.
2. C-9 students may drive to C-9 with prior permission. Students must register in the main office to be able to drive to C-9. (C-9 students who drive without prior permission are subject to disciplinary action).
3. C-9 students are responsible for being aware of altered schedules at Franklin Community High School. When the schedule changes and if there is a schedule conflict between FCHS and C-9, the student should consult building administration as to the priority location for attendance that day.
4. C-9 students are responsible for all school announcements which may be read on the high school website or obtained in the main office.
5. C-9 students will be required to attend FCHS during times when state-mandated testing is occurring. The student will be notified of such testing.

CHANGE OF PERSONAL INFORMATION

It is the obligation of each student or parent to report to the office any change of address, telephone number, or email address as soon as it occurs. FCHS information will be sent out via email and phone on a regular basis.

CLASS PICTURES/SENIOR PICTURES

Class pictures will be taken in August. Students must have their pictures taken for their Student Identification Cards and for identification purposes in PowerSchool. Students are not required to purchase picture packets and there is no charge for students in grades 9, 10, and 11 for this picture by the photographer. For a senior picture to appear in the yearbook, each senior must have his/her picture taken by the school photographer at the designated times. Information will be distributed to all seniors by the yearbook sponsor.

CHROMEBOOK INFORMATION

Each student will be receiving their own personal Chromebook. Students are responsible to maintain their Chromebook in good condition. General rules for Chromebook use:

- No food or drink should be next to the Chromebook.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Chromebooks should not be used or stored near pets, water, or other liquid, and food.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Heavy objects should never be placed on top of the Chromebooks.
- Never swap or share your Chromebook. You are responsible for your assigned Chromebook.
- Chromebooks should only be used while they are on a flat and stable surface.
- Keep the Chromebook secured and in sight at all times.

Transporting Chromebooks:

- Always transport Chromebooks with care and inside the issued computer bag.
- Do not place textbooks in the computer bag.

Screen Care:

The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, other liquids, etc. The screens are particularly sensitive to damage from excessive pressure.

- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open (lid up).
- Do not place anything on the outside that will press against the cover.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, etc.)
- Only clean the screen with a soft, dry microfiber cloth or anti-static cloth.

Chromebooks being repaired:

- Do not attempt to remove or change the physical structure of the Chromebook, including the keys, screen, casing, etc. Doing so will void the warranty of normal wear & tear and families will be responsible for the cost of repair or replacement.
- Report any problems or damage to the Chromebook Techs in the Chromebook Help Center in E139 during school hours.

Appropriate Uses and Digital Citizenship:

- School-issued Chromebooks should be used for educational purposes and students are to adhere to the Acceptable Use Policy and all of its corresponding administrative procedures at all times.

- While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:
    - Be empowered. Do awesome things. Share with us your ideas and what you can do.
    - Be nice. Help foster a school community that is respectful and kind.
    - Be smart and be safe. If you are uncertain, talk with us.
    - Be careful and gentle. Our resources are limited. Help us take care of our devices and networks.

COMMENCEMENT EXERCISES

Students who meet all graduation requirements are permitted to participate in commencement exercises. Seniors who fail to meet requirements will not be eligible to participate; however, upon meeting requirements, they may participate in the next exercises which are held. Students and parents of students who wish to participate in commencement exercises shall agree to the following rules, in addition to any other reasonable rules that may be necessary to ensure dignified graduation for the graduates, their families, and the school.

1. Each participant is required to attend the entire commencement practice session unless special permission is received for a student to be absent.
2. Each participant is expected to meet the commencement dress code that is established prior to the practice.
3. Each participant shall have fulfilled all senior checkout requirements prior to graduation practice.

DANCES

All students who wish to purchase tickets for dances must be in good standing. All students must show their school student identification card for entrance into the dance. Guests who do not attend FCHS must be pre-registered, approved, and show identification at dance registration. A pre-registration form can be obtained from the dance sponsor and returned to the office with the guest's principal or designee's signature prior to the dance. No person below grade nine or over age 20 is permitted to attend as a guest. Students and guests may be subject to taking a breathalyzer test before entering (or during) a dance. A student who brings a guest will be held responsible for that guest's behavior.

Junior-Senior Prom
Each spring the members of the junior class honor graduating seniors at the annual prom. The prom is open to all members of the FCHS junior and senior classes in good standing and their approved guests. No person below grade nine or over age 20 is permitted to attend as a guest. Any out-of-school guests must be registered and approved prior to attendance. A student who brings a guest will be held responsible for that guest's behavior. Students and guests may be subject to taking a breathalyzer test before entering (or during) a dance.

Special requests for guests over the age of 20 to attend a dance must be approved by the building administration. Special requests will only be approved for a student with a disability or medical need.

DISCRIMINATION

As required by Title IX, Franklin Community High School announces to all stakeholders of the school corporation that it does not discriminate on the basis of sex, age, race, color, religion, handicapping conditions, and national origins, including limited English proficiency in educational programs or activities. A grievance procedure is in effect for anyone who believes discrimination has taken place. Any inquiries or complaints may be directed to Mrs. Michelle Bright, Director of Human Resources, Franklin Community School Corporation, Franklin, IN 46131, phone 317-346-8000, Section 504, Title IX and ADA Coordinator.

DROPPING OFF/PICKING UP STUDENT

Students must be dropped off and picked up at door 54/55. Doors will not open until 7:20 am (8:05 on Thurs). Between 7:15-7:45 am (8-8:30 on Thurs) and between 2:30-3:15 pm, no vehicles except school buses will be permitted in the one-way drive. During these times, students may only be dropped off and picked up utilizing the car rider line by following the blue arrows from Cumberland Drive. All students are to be dropped off at Door 54/55 during designated times. No student vehicles are to be parked in the bus parking lot and/or any faculty lots at any time during the school day.

DUTY TO INFORM

Maintaining a safe school environment is the duty of the entire school community including students. Failing to report the actions or plans of another person to a teacher or administrator where those actions or plans, if carried out, could result in harm to another person or persons or damage property when the student has information about such actions or plans may result in disciplinary action up to expulsion from school. (Indiana Code 20-8.1 – 5.1-8, 9, 10) If a student is not sure the information they have is important (including rumors), valid, real, or truthful the information should still be reported to faculty, staff, or administration so that an appropriate investigation can occur. **A student may use the** STOPit **anonymous reporting app or website available on the Franklin Community Schools website to make reports. Reports submitted anonymously must include enough information to facilitate an investigation.**

ELECTRONIC DEVICES / PERSONAL ELECTRONIC DEVICES / CELL PHONE:

High School Personal Electronic Device/Cell Phone Policy

Rationale

The use of technology, such as cell phones, smartwatches, pagers, iPads, Kindles, and other personal devices, including wireless headphones, encompasses a myriad of capabilities. These capabilities have the potential to create disruptions within the classroom and lead to problematic situations that detract from instructional time. Many times, the lack of student self-regulation regarding personal electronic devices during the school day adversely affects academic achievement, social interactions, safety, and behavior. FCHS policies have been developed in an effort to mitigate these negative impacts and align with current state legislation, which regulates electronic device usage during instructional time.

Device Defined

For the purpose of this policy, a "personal electronic device" refers to any device that a student possesses, which electronically communicates, sends, receives, stores, reproduces, or displays voice and/or text communication or data. These include, but are not limited to, cell phones, smartwatches, pagers, iPads, Kindles, all music and media players, gaming devices, laptop computers, wireless headphones and all other wearable electronic devices. A school issued chromebook is the only approved device for instructional time and may be used only when given approval by the teacher.

Appropriate Use

A student may possess a personal electronic device on school property, at after-school activities, or school-related functions. However, these devices should only be used during non-instructional periods, such as passing periods and in the cafeteria during breakfast until the first class period begins or during student's assigned lunch time. Students may not access personal electronic devices during instructional times. Instructional time comprises the beginning through the ending of any class period.

Procedure

FCHS teachers will require students to place their phones in either a teacher's designated storage area or in their book bags against the wall of the classroom at the beginning of the class period. Failure to comply at the beginning of class will result in the teacher entering a discipline log for insubordination and the student being sent to the office, subject to disciplinary action.

All personal electronic devices are to remain in the designated area throughout instructional time, and students may not access any personal electronic device regardless of the student's location in the building including in the hallways, restrooms, nurse's office, or other common areas. Students found accessing a personal electronic device during instructional time will result in the immediate confiscation of the device by a faculty or staff member. During instructional time, students are to refrain from having a personal electronic device on their person, in their pockets or on their desk. Refer to the cell phone/electronic device discipline steps which will be followed if confiscation occurs.

Classroom teachers will provide all substitute teachers instructions regarding personal electronic device storage and usage restrictions. If a student is found to access a personal electronic device while under the supervision of a substitute teacher, it should be recorded by the substitute for the teacher to address upon their return.

Please Note

It should be noted that every person has an inherent right to privacy, and certain aspects of privacy are covered by governing laws. Restrooms, locker rooms, changing rooms, training rooms, etc., are all areas where there is an inherent lawful expectation of privacy regardless of instructional time policies. No pictures, videos, or other recordings of any type may be taken in these areas. Students found with any camera enabled device in hand or in use while in these areas will result in confiscation of the device, and if found to be taking pictures or videos, may be subject to disciplinary actions including suspension or expulsion. In addition, taking pictures or videos of other students or staff at school without explicit permission granted by each of the individuals is a violation of school policy.

eLEARNING DAYS / Virtual Days

Occasionally when school is canceled, FCHS will have an eLearning Day. An eLearning day counts as a day of attendance for students. Teachers will send students assignments via Google Classroom by 9

am. Students are expected to work on and complete the assignment by the assigned due date, which could be as soon as the end of the day or up to 3 school days later. Teachers will expect students to turn in work electronically by the designated due date. A teacher could expect the assignment by 3:30 that day but will inform students of the due date. Attendance will be taken by students' completion of a task/assignment. Students may be given a zero and counted as absent if the assignment is not completed. The only exceptions would be a student who brings in a verified doctor's note of illness or another approved verified incident such as no internet.

Virtual days may also be used throughout the year. On those days, students will be expected to follow the virtual classroom schedule and attend sessions as communicated by the school and teachers. Work may be assigned on these days and attendance is recorded.

ELEVATOR

Students must receive permission from the school nurse to use the elevator. Students who use the elevator without permission will be subject to discipline.

EMERGENCY DRILLS / EMERGENCY SITUATIONS

The school is required by law to hold emergency drills each year; it is most important that students take these drills seriously and maintain a quiet atmosphere that will permit instructions to be heard. Failure to maintain silence during an emergency drill or emergency situation will result in disciplinary action.

No one is permitted to enter the building after a fire drill until he or she is instructed to do so by an administrator or his/her representative. The fact that the fire signal stops does not mean students should go back into the building. A fire could cause the alarm to stop. Each teacher has the exit plan for the classroom posted. Students should familiarize themselves with the proper exits from each of their rooms.

In regard to the safety of everyone, students are required to immediately follow the directions of school personnel during emergency drills and emergency situations. Failure to comply with the directions of school personnel will result in disciplinary action.

EQUAL OPPORTUNITY

Franklin Community High School is committed to equal opportunity and does not discriminate on the basis of age, race, color, religion, sex, handicapping conditions, or national origins, including limited English proficiency, in any employment opportunity. No person is excluded from participation in, denied the benefits of, or otherwise subjected to unlawful discrimination on such basis under any educational program or student activity.

FAMILY EDUCATION RIGHTS AND PRIVACY ACT (FERPA)

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that Franklin Community Schools, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child’s education records. However, Franklin Community

Schools may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the FCS to include this type of information from your child's education records in certain school publications. Examples include

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as wrestling, showing the weight and height of team members
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Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters, upon request, with the following information – names, addresses, and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

[Note: These laws are Section 9528 of the ESEA (20 U.S.C. § 7908) and 10 U.S.C. § 503(c).]

If you do not want FCS to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing by the later of the 14th day of the current school year or August 31st. Franklin Community High School has designated the following information as directory information:

- Student's name
- Address
- Telephone listing
- Email address
- Photograph
- Date and place of birth
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- The most recent educational agency or institution attended
    - Major field of study
    - Dates of attendance
    - Degrees, honors, and awards received
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

FIELD TRIPS

Field trips are designed to be an extension of the classroom and provide opportunities for students to be engaged in activities that support the learning environment. Attending a field trip is a privilege. Therefore, a student who wants to attend a field trip during the school day must be approved and meet the following guidelines:

A. A student must maintain 5 passing classes during the previous grading period (9 wks or sem).
B. An exception may be made for students with an IEP, who are failing more than one class. The Teacher of Record is expected to initiate communication with the student's teachers regarding the

student's status and arrive at a consensus on whether the student will be allowed to attend a Field Trip.

C. Coaches/Advisors/Sponsors/Teachers leading Field Trips will be expected to communicate with the rest of the staff, at least two weeks in advance of a planned Field Trip, a roster of potential participants.
D. A grade check will be run on potential participants. Once the grade check is completed, a follow-up communication will go out to the staff with the final roster of participants.
E. Exceptions may be considered by the administration for trips with costs required to be paid well in advance and cannot be refunded. A case-by-case decision may be made in these circumstances.

HOMESCHOOL STUDENTS (Non-Accredited)

Franklin Community High School welcomes homeschool students to attend our school. Homeschool students enrolling are required to follow all enrollment procedures as transfer students. See guidelines under students transferring to FCHS for more information.

Full-Time Enrollment Homeschool Students
When homeschool students enroll in FCHS, the administration will consider accepting grades and credits for courses taken at the homeschool following a process as determined by the administration. The process may include automatically receiving grades and credits, evaluating the curriculum and/or textbooks used for each course, and/or requiring the student to complete the FCHS approved final assessment and/or End of Course Assessments in those courses under consideration for credit approval.

Partial Enrollment Homeschool Students

A. Homeschool students may request and be approved for a partial schedule.
B. By IHSAA guidelines, if a homeschool student wants to participate in athletics, they must
    a. live within the FSC attendance district
    b. be enrolled at FCHS for a minimum of one class per day
    c. provide proof to the IHSAA that the eligibility rules will not be compromised including passing a physical examination, participating in the required number of practices in the given sport, and all other IHSAA rules
    d. provide verification that the student has been homeschooled for the past three consecutive years
    e. complete all statewide examinations given by the DOE
    f. submit grade information to FCHS to affirm the student is passing all courses as required by the IHSAA and FCHS guidelines by the specified date
C. Any homeschool student wanting to participate in any co-curricular activities would need the approval of the FCHS administration.

INJURIES

Franklin Community High School cannot be responsible for expenses resulting from any injury to a student while attending FCHS or participating in extra-curricular activities, including athletics.

LATE ENROLLMENT

Students who have been enrolled in another school corporation will be accepted as transfer students whenever the family moves within the boundaries of Franklin Community Schools. However, a student will not receive credit at Franklin Community High School after the third week of a semester unless he/she has been enrolled in another school corporation during that time. Proof of residency, transcripts, current grade information, birth certificate, and health records will be requested before an incoming student will be enrolled. A student that enrolls in the second semester will not be scheduled for a full-year class unless he/she has taken the first semester of the class.

LOCKER AND LOCKER INSPECTIONS

All lockers made available for student use on the school premises, including lockers located in the hallways, physical education and athletic dressing rooms, industrial education classrooms, and art classrooms are the property of the School Corporation. These lockers are made available for student use in storing school supplies and personal items necessary for use at school, but the lockers are not to be used to store items that cause, or can reasonably be foreseen to cause, interference with school purposes or an educational function, or which are forbidden by State Law or School Rules. The locker should provide no expectation of privacy.

Students are NOT permitted to share lockers with other students, regardless of the relationship between the two parties. Students caught sharing lockers will be subject to discipline. Students who share their locker combinations with others will not be permitted to request a new locker or a change in the combination.

The student's use of the locker does not diminish the School Corporation's ownership or control of the locker. The School Corporation retains the right to inspect the locker and its contents to ensure that the locker is being used in accordance with its intended purpose, to eliminate fire and other hazards, to maintain sanitary conditions, to attempt to locate lost or stolen materials, and to prevent the use of the locker to store prohibited or dangerous materials such as weapons, illegal drugs, paraphernalia, or alcohol.

The School provides lockers as a convenience to students. Combinations are changed when a new student is assigned to a locker, and it is the student's responsibility to keep the combination to themself and the locker locked at all times. The School cannot accept responsibility for any items missing from a student's locker. Nothing may be taped to a student locker, nor may any objects be fastened in such a way that damage to the locker may occur.

LOST AND FOUND

Articles found in the building should be turned into the main office. It is the student's responsibility to check the main office for his/her lost items. Unclaimed lost items will be donated monthly to a local community organization. All personal belongings are the responsibility of the student. FCHS cannot accept responsibility for any lost items.

LUNCH

Students may pay for lunch on a daily basis, or they may make payments to their personal accounts and draw from them when needed. Students will not receive change from the cafeteria; extra amounts will be credited to their accounts. The following guidelines define where students may go during the lunch period. All students are required to be aware of and follow these guidelines.

During Lunch, students may:

A. Remain in the cafeteria - students may only leave the cafeteria if given permission.
B. Only consume food and drink in the cafeteria or in the outside courtyard or in another area when approved by the administration. Students are not permitted to eat lunch in the restroom. Only bottled beverages may be carried elsewhere. Only consume food purchased from the cafeteria, school vending machines, or brought from home. Food may not be delivered to students during lunch.
C. Be in the courtyard directly outside of the cafeteria (unless privilege is taken away).
D. Only use the restrooms located in the cafeteria.
E. Only exit the cafeteria through the south doors across from the main office.

All students are expected to be within the lunchroom area as defined above. To leave the lunchroom area, the students must obtain a pass prior to their lunchtime. Students may be denied use of the cafeteria for inappropriate behavior.

MESSAGES

Emergency messages requiring the student to leave school immediately will be delivered to the student's classroom. All other messages are strongly discouraged. Students will be notified of non-emergency messages by the public address during passing periods. Therefore, FCHS cannot guarantee students' receipt of non-emergency messages.

NONCUSTODIAL PARENTS

A noncustodial parent, unless restricted by court order, will be given access to all information in the student's permanent files. The parent will also be allowed to participate in conferences, classroom visitations, and all other school activities. The noncustodial parent may not visit with the student during the school day, nor may the student be released to the noncustodial parent unless written permission is given by the custodial parent. A certified copy of a court order restricting the rights of the noncustodial parent shall be provided to the principal should a custodial parent wish to prohibit the distribution of information to, and the school visitation of, the noncustodial parent. A valid picture ID will be required to obtain information.

NURSE/CLINIC VISITS

Students Leaving School Due to Illness

A clinic is available for students who have medical needs at school, and a nurse is on duty or on-call throughout the school day. A student who wishes to see the school nurse during school hours is required to present a pass signed by the teacher who released the student. Examples of health needs that students

should be released from class with are outlined below. All other health needs may be addressed before school, during passing period, during lunch, or after school in the health clinic by the nurse. Parents of students with chronic conditions are encouraged to contact the nurse to discuss health problems so that their student may be given a pass to come to the clinic on an as-needed basis.

FCS will not release students who are ill during the school day to walk or drive home unless accompanied by a parent or parent's emergency designee or guardian. This decision has been made with students' safety a primary goal. If a student feels ill during the school day, he/she must obtain a pass from the classroom teacher and then go to the health clinic to be assessed by the nurse. If the nurse feels it is necessary for the student to leave the school she will contact the student's parent, guardian, or emergency designee in that order. That person then will show identification prior to signing out the student from the main office. Families are encouraged to give the school current and accurate emergency notification contacts for this reason.

Health Clinic Guidelines for School Exclusion

A. Oral temperature of 100.4 degrees or more - Students with a temperature of 100.4 degrees or more will be sent home. If the fever persists for 2 days, even without other symptoms, a physician should be consulted.
B. Conjunctivitis (pink eye) - If pink eye is suspected, students should be examined by a health care provider and approved for readmission to school, or remain home until the affected eye is clear and free of purulent drainage. With bacterial conjunctivitis, the exclusion is recommended until 24 hours after starting topical antibiotic therapy.
C. Impetigo -Impetigo is a bacterial skin infection characterized by pus-filled red bumps that form on the face(particularly around the nose and mouth) or on the extremities. Diagnosis and treatment is required by a physician. Students should be kept home until 24 hrs after initiating antibiotic therapy. Draining lesions should be adequately covered at all times with a dry dressing.
D. Scabies - Diagnosis, and treatment is required by a physician. Students may return the day after treatment.
E. Head Lice (Pediculosis) - Students found with head lice will need to be picked up immediately from school. After treatment and upon returning to school, the student will be examined by the school nurse. If no live lice are found, students may return to school.
F. Active Vomiting or Diarrhea - Students should be symptom-free for 24 hrs. before returning to school.
G. Undiagnosed rash, if fever is present - Diagnosis and treatment from a physician are recommended. Students should be symptom-free for 24 hrs before returning to school.
H. Chicken Pox (Varicella) - Students must be excluded from school until all vesicles have formed scabs or crusts.
I. Shingles - Students may remain at school only if the site of an outbreak can be kept covered and dry.
J. Strep throat - If a strep culture is positive, the student may return to school 24hrs after antibiotic therapy is initiated and is fever free.
K. Pertussis (Whooping Cough) - Diagnosis and treatment are required by a physician. Students may return to school after the first 5 days of antibiotic therapy have been completed.
L. MRSA - MRSA skin infections require diagnosis and treatment by a physician. Students with an abscess, boil, sore, or skin lesion that is draining may remain at school only if the area can be kept covered and dry with a bandage. Any student with a draining skin eruption that cannot be contained and kept dry with a bandage will be excluded from school until cleared by a physician.

Use of Medications

The administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or the child requires medication to benefit from his/her educational program.

Before any medication or treatment may be administered by school personnel to any student during school hours, the Board shall require a written prescription from the child's physician for all prescription drugs accompanied by the written authorization of the parent. In the case of nonprescription drugs, preparations, or remedies, written authorization from the parent must be on file in the office of the principal.

All medications that are listed as a controlled substance must be brought to the principal's office or the school nurse's office by a parent or guardian. Only prescription medication in its original container; labeled with the student's name, date, and exact dosage will be administered. Parents may administer medication to their child in the presence of Health Services personnel or designee once the above criteria are met. Parents must give written authorization for medication to be administered to their child by Health Services personnel or designee during school hours.

According to Senate Bill 376, any student in grades K-12 may not take any medications home from school. Parents must pick up medications from school. Parents can authorize, in writing, that someone 18 years or older may pick up the medication. Students will not be allowed to transport medications to or from school for any reason, as per Indiana Law and FCS guidelines.

Information on Meningococcal Disease

Indiana law requires each year that parents/guardians be informed about "meningococcal disease and its vaccines" (IC 20-30-5-18).

Meningococcal disease is a dangerous disease that can strike children and youth. The disease can progress rapidly and within hours of the first symptoms, may result in death or permanent disability including loss of hearing, brain damage, and limb amputations. Symptoms of meningococcal disease often resemble the flu and can include a fever, headache, nausea, and stiff neck, making the disease difficult to diagnose. The bacteria that cause meningococcal diseases are transmitted through air droplets and by direct contact with an infected person. Fortunately, there is an immunization available and the U.S. Centers for Disease Control and Prevention (CDC) recommends routine meningococcal immunizations at 11 to 12 years of age. This immunization is commonly called Menactra. Johnson County Health Department has this immunization available for free to those individuals who are eleven to eighteen years old and do not have health insurance that provides coverage for immunizations. To obtain this immunization, please call the Johnson County Health Department for an appointment at 317-346-4368, or speak with your healthcare provider.

Immunizations

Indiana State law requires that parents or guardians of school-age children enrolling in a school system for the first time submit one of the following types of information:

1. Documentation that the child is fully immunized.
2. Documentation that immunizations have been started with a schedule for completion.

3. An authorization for the new school to receive medical records from a prior school.
4. A written objection to immunizations due to religious or medical reasons.

For a complete listing of the immunizations required for your child, please visit http://www.in.gov/isdh/17094.htm or contact your child's school.

In accordance with Indiana law, please be advised that your child cannot be permanently enrolled and may be denied the opportunity to attend school unless written information of the type listed above has been provided to the school on or before the first day of school. The purpose of this law is to keep our school children healthy in order to take full advantage of the provided educational opportunities.

MEDICAL SCREENINGS

The following tests are given throughout the school year. If you do not want your child tested, you must return a signed, written statement to the school office as soon as possible.

Hearing Screening: In order to identify students with hearing loss, hearing tests will be given to all students in kindergarten, first, fourth and tenth grades, students transferred from other school districts, students suspected of having hearing loss, and students enrolled in speech therapy. If your child does fall into one of the above categories, and you would like to have him/her tested, please notify the school office.

OFF-CAMPUS ACTIVITIES

Students who attend or are participants in school-sponsored activities which take place off school grounds are subject to all of the rules and regulations of Franklin Community High School.

PESTICIDE USE AT SCHOOLS RULE – 357 IAC 1-16

The purpose of Rule 357 IAC 1-16 is to minimize the potential for pesticide exposure to students at schools. This rule is put in place to establish requirements for those who apply pesticides at schools, to establish restrictions on the use and storage of pesticides at schools, to establish a record-keeping requirement for pesticides applied at schools, and to establish a parent, guardian, and staff registry and notification requirement for pesticides applied at schools.

Typical facility maintenance requires the use of pesticides from time to time. Effective pest management and appropriate landscaping maintenance and turf care involve the use of pesticides. Although we are not able to eliminate the use of pesticides completely, we will make every effort possible to apply these types of products during the summer months and/or during other extended break periods.

FCS is committed to the safety of all students and staff. As part of the rule, FCS must provide 48 hours of advance notice before applying pesticides. FCS will notify all registered parents, guardians, and staff members of these applications. To request notification, you must register in the office at your school building. The registry will ask for your name, phone number, and email address. You may request to be added to the registry at any time during the year.
For more information please contact the FCS Facility Manager, Benji Betts at 317-346-8741 or by email at bettsw@franklinschools.org

Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding the conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

A. Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)–
    a. Political affiliations or beliefs of the student or student's parent;
    b. Mental or psychological problems of the student or student's family;
    c. Sex behavior or attitudes;
    d. Illegal, anti-social, self-incriminating, or demeaning behavior;
    e. Critical appraisals of others with whom respondents have close family relationships;
    f. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
    g. Religious practices, affiliations, or beliefs of the student or parents; or
    h. Income, other than as required by law to determine program eligibility.

B. Receive notice and an opportunity to opt a student out of –
    a. Any other protected information survey, regardless of funding;
    b. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
    c. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

C. ·Inspect, upon request and before administration or use –
    a. Protected information surveys of students;
    b. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
    c. Instructional material is used as part of the educational curriculum.

These rights transfer from the parents to a student who is 18 years old or an emancipated minor under State law. Franklin Community Schools has adopted policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. FCS will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. FCS will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. FCS will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and are provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

A. Collection, disclosure, or use of personal information for marketing, sales, or other distribution.
B. Administration of any protected information survey not funded in whole or in part by ED.
C. Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

PHOTOS/VIDEO: TAKING PHOTOS/VIDEO ON SCHOOL GROUNDS

Students are not permitted to take photos/video of any other person without the direct permission of that person. Students are not permitted to take photos/video that either intentionally or unintentionally demean or harm someone or break any school policy. Per cell phone policy, possession of a cell phone or other electronic communication device (ECD), by a student is a privilege, which may be forfeited by any student who fails to abide by the terms of this guideline, or otherwise engages in misuse of this privilege. Any photo/video-taking device such as a **cell phone or camera is prohibited in areas that are considered private including restrooms, locker rooms, health clinics, and while in the main office**. This includes taking selfies and may result in discipline for any student participating in taking a photo/video or allowing their photo/video to be taken. See Cell Phone under discipline for more info.

RESIDENCY REQUIREMENTS

Resident students are those whose legal settlement is within the corporation's geographic boundary. A student's legal settlement will be determined under applicable Indiana law. A student's legal settlement will also determine the student's school attendance area within Franklin Community Schools. Any question in regards to a student's legal settlement must be directed to the office of the superintendent (317-346-8700).

SAFE SCHOOLS

The Franklin Community Schools believes that the safety and security of students and staff is a major priority. Maintaining safe schools requires the collaborative effort of the Board of School Trustees, administrators, teachers, students, parents, and the community. A variety of prevention and intervention strategies, programs, and activities must be in place to ensure the welfare of students and staff.

As used in this statement, a safe school refers to weather-related items, utility emergencies, catastrophic occurrences, and criminal activities including but not limited to: physical aggression, hostile behavior, harassment (per School Board Policy), or possession of weapons. These behaviors will not be tolerated, and anyone who demonstrates such behaviors will be held accountable for his/her actions in accordance with the student handbook, the Indiana Code, and civil and criminal law.

If you see something, say something. As noted in the Duty to Report section of this handbook on page 11, it is critical for students to report any actions or plans of another person to a teacher or administrator where those actions or plans, if carried out, could result in harm to another person or persons or damage property. While speaking directly to a responsible adult is the best way to report a concern, a student may use the STOPit anonymous reporting app or website available on the Franklin Community Schools website to make reports. Reports submitted anonymously must include enough information to facilitate an investigation.

SCHOOL CLOSING/DELAYS

Announcements of school closings and delays are made through ParentSquare, on major Indianapolis television and radio stations, on the FCS home page at franklinschools.org and through the FCS Phone Message System–Alert Now. At FCHS, the 2hr delay start time is 9:45 every day including Thursdays.

SIGN/POSTERS

Signs and posters related to school activities may be posted with the approval of the administration. These are to be placed in approved locations only. Materials used to hang posters or signs must comply with administrative guidelines. Posters or signs pertaining to non-school activities shall be approved by the administration.

STUDENT AIDES

Faculty and staff members may be permitted to have students assist in classrooms, offices, and around campus for any number of activities. Students wishing to serve as Student Assistants must obtain an application from the guidance office and complete it fully. To remain eligible for student assistant positions, students must not have any failing grades at the end of any grading period. Each teacher is limited to one (1) student per class period, and each office is limited to two (2) students per period. The placement of and need for student assistants will be determined by the building administration.

STUDENT COUNCIL

The student council is made up of student representatives who represent student interests with the administration, sponsor social activities, and lend support to student organizations. Membership requirements, as defined in the constitution:

A. Students from each class are required to fill out a student application along with two teacher recommendations.
B. The six officers (President, Vice-President, Recording Secretary, Corresponding Secretary, Public Relations, and Parliamentarian) will make up the executive council which will carry out the responsibilities assigned by the council.
C. Student council members are required to attend regular general meetings that meet twice a month as well as student council events. Attendance points are recorded for each event. Members who do not have the required points per semester will be removed from council membership.

STUDENT DRIVERS

A. Driving to and from school is a privilege. Students who drive to school will be placed in the random drug testing pool and follow the Drug Testing guidelines. Students are permitted to drive motor vehicles to school as long as they have registered the vehicle in the office and display a student parking tag. Student tags may be purchased for $15.00 per school year through the main office and must be signed by the student and a parent/guardian. Students are expected to follow the following regulations:
B. Students are not to loiter in the parking lot. Upon parking your car, leave the vehicle and enter the building immediately.

C. Students are to park in the lot designated by their parking tags and in spaces marked as student parking during school hours. Cars must be parked between two lines designated for a single parking space.
D. Students may not park by any curbs around the building.
E. Students driving to and from school must park on campus.
F. Observe posted speed limits. If none is posted, the speed limit is 20 mph. Full stops must be made at all stop signs. No passing of cars or driving through the grass while on school grounds.
G. Students should not go to their cars during the day without a pass or permission from the office and/or an administrator.
H. Buses have the right of way at all times. DO NOT walk or drive between buses at any time.
I. All students must have their cars registered and display their parking pass on their rearview mirror. The tag must be clearly visible at all times on campus.
J. Cars parked in "no parking areas," fire lanes, wrong permit areas, prohibited parking spaces, parked improperly (not inlined spaces), or cars whose owners have violated driving rules may be towed at the owner's expense.
K. Improper operation of a motor vehicle can result in:
    a. Loss of parking sticker and the privilege to drive to school and/or various levels of detention assigned.
    b. Suspension from school or expulsion from school
L. Student vehicles may be searched by school administrators any time there is reasonable suspicion of a violation of school rules. Students' motor vehicles may be searched by school authorities when there is reasonable cause to believe that drugs, weapons, stolen goods, or items of an illegal or prohibited nature may be in the vehicle.
M. In keeping with the FCS Guiding Principles, the Confederate flag is prohibited in and around all school buildings and grounds.
N. Students who violate school rules may lose the privilege of driving to school.
O. Any driver under eighteen may have his/her driver's license revoked/not issued if the student is suspended two (2) or more times from school (IC 20-8-14), habitually truant (IC 20-33-2-11), under expulsion from school (IC 20-33-8-24), or considered a dropout (IC 20-33-2-28.5).

STUDENT IDs

As an added measure of school safety, students are issued student IDs. The following guidelines should be followed:

A. Student IDs are easily accessible at all times during school hours.
B. IDs may be attached to other areas such as book bags, jackets, pockets, etc…but must be displayed upon request.
C. Students will not be allowed to go to the TIC, Senior Lounge, restroom, or be given other hallway access during class time without an ID.
D. If an ID is lost or misplaced, it is the responsibility of the student to purchase a new one from the office.
E. Failure to follow this policy will result in discipline as outlined on the disciplinary chart.

STUDENT RECORD (FERPA): RIGHTS TO INSPECT STUDENT'S EDUCATIONAL RECORD

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

A. The right to inspect and review the student's education records within 45 days after the day the Franklin Community High School receives a request for access. Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

B. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask FCHS to amend a record should write to the school principal [or appropriate school official], clearly identify the part of the record they want to be changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

C. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.]

D. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW

Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining the prior written consent of the parents or the eligible student

A. To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§ 99.31(a)(1))
B. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))
C. To authorize representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, enforcement or compliance activity on their behalf. (§§ 99.31(a)(3) and 99.35)
D. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
E. To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
F. To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs, or (c) improve instruction. (§ 99.31(a)(6))
G. To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
H. To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
I. To comply with a judicial order or lawfully issued subpoena. (§ 99.31(a)(9))
J. To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10)
K. Information the school has designated as "directory information" under § 99.37.

SUMMER SCHOOL

All students who wish to earn credits at an approved summer school and want these credits to be applied toward graduation requirements at FCHS must obtain prior approval from the administration in order to be certain that the credits will be accepted. All rules and policies described in this book apply to summer school unless they are superseded by published or announced summer school policies. NOTE: Summer school may not be offered in any given year based on need, financial resources, or any other reason determined to be in the best interest of the school corporation.

TELEPHONE USAGE

During the school day students may request to use a telephone in the main office area in cases of emergency. Students will not be released from class to use the office telephone. Classroom telephones may be used with the teacher's permission. After school, a telephone is available to students for school-related use at the high school's main entrance.

TEXTBOOKS/CHROMEBOOKS

Students are responsible for textbooks and Chromebooks issued to them for their use. When a book is lost during the semester, the student is required to pay for the lost book before a new one is issued. If a student is negligent in the use of a textbook, a fine will be assessed to cover the cost of repair or replacement. Students are required to turn in the same book which they are issued.

TRANSFERRING TO FRANKLIN COMMUNITY HIGH SCHOOL

A. Students moving into Franklin Community Schools will be accepted as transfer students. The following information is needed in order to enroll: Proof of Residency, Birth Certificate, Immunization Record, current grades at the time of withdrawal from the previous school, and transcript. In cases where students live with only one parent due to divorce or separation, proof of physical custody is required. Students in special education programs must provide a copy of the student's most recent IEP and the results of the student's most recent educational evaluation. Once the required enrollment information is gathered, the parents and student must make an appointment with the appropriate guidance counselor for an enrollment conference.
B. A student enrolling only for the second semester will not be scheduled for a full-year class unless he/she has taken the first semester at his/her previous school.
C. For a variety of reasons, a student may wish to enroll in a different/higher level of study of a subject. Reasons might include knowledge of subject content obtained prior to high school, in the workplace, or within the family environment. In consultation with a guidance counselor and an administrator and with the approval of the instructor, a student may take a placement test to see if he/she is capable of success at this more advanced level.
D. Any student who transfers to Franklin Community High School and wants to participate on an athletic team needs to contact the Franklin Community High School Athletic Office and schedule a time to meet with an athletic director. Together, the athletic director, athlete, and a parent will complete the IHSAA Transfer Form. Athletes are not eligible to compete at the varsity level until the IHSAA Transfer Form is complete.
E. For any student transferring as a homeschool student see additional guidelines as outlined in the Homeschool Student section of this handbook.

F. For any student transferring from a non-accredited private school, the administration will consider accepting grades and credits for courses taken at the private school following a process as determined by the administration. The process may include automatically receiving grades and credits, evaluating the curriculum and/or textbooks used for each course, and/or requiring the student to complete the FCHS approved final assessment and/or End of Course Assessments in those courses under consideration for credit approval.

VENDING MACHINES

Vending machines are provided for use at designated times. The office will not be available for students to receive change to use the vending machines. Vending machines are not to be used during class time. All vending machines are owned by outside contractors. The high school is not responsible for refunding any money lost in any vending machine. The high school will notify the vending company if a student loses money in a vending machine, but cannot guarantee that the company will refund the money.

VISITORS

Franklin Community High School welcomes the active interest of parents and citizens in their public schools. However, since schools are a place of work and learning, only parents, guardians, legal representatives, or school invited guests will be granted permission to visit during school hours. Arrangements to visit a classroom must be made prior to the visit. Parents are asked to reschedule a visit if the teacher is absent.

In an effort to promote and maintain school safety, all parents and other visitors must use the front doors of the school and report to the main office, show a picture ID, sign in, and receive a visitor pass. This pass must be visible and worn at all times. All visitors must again report to the main office when leaving the building to sign out and return the pass. Anyone who is not a faculty/staff member or a current student will be termed a "visitor."

A student who is suspended, expelled, or has withdrawn from FCHS may not be on school property at any time unless specific prior approval to do so is granted by the high school administration.

Visitors are not permitted to bring pets or any other animals into the building without prior permission from the administration. If pets or animals are permitted in the building the owner will be required to provide documentation that the animal has current vaccinations and is disease-free.

WITHDRAWAL

A. A student anticipating withdrawal from school should have a parent/guardian contact the Guidance Department at least one day before the final attendance day. This allows teachers to be notified and to release grades earned at that time. An official withdrawal form can then be carried by the student to the new school.
B. Franklin Community High School will forward educational and health records to a school where a student intends to enroll upon request from the receiving school.
C. No student under the age of eighteen will be allowed to quit high school unless he/she meets the requirements mandated by state statute.

D. When transferring to another school, records must be requested within 30 days, otherwise pursuant to IC 20-26-13-10, a student will be reported to Indiana Clearinghouse for Information on Missing Children (ICIMC).
E. A student who withdraws from FCHS for any reason other than to enroll at another school may not enroll again and receive credits after being absent for three weeks or more. All rental books and library books shall be returned, and any fees owed shall be paid.

ACADEMIC SERVICES, PROGRAMS, AND INFORMATION

ACADEMIC LETTERS

Academic letters will be awarded to students who meet these requirements:

A. Sophomores who have completed three (3) semesters and fifteen (15) credits with a GPA of 3.50 or better.
B. Juniors who have completed five (5) semesters and 25 credits with a 3.50 GPA.
C. Seniors who have completed seven (7) semesters and 35 credits with a 3.50 GPA.
D. Upon winning the first academic letter, the student will have the option of buying a letter jacket. Repeat winners, those meeting the criteria for their grade level, will receive academic chevrons.
E. Transfers to FCHS will be required to have completed at least one full semester here before receiving this award.
F. Students who received an "F" in any subject during the previous semester are not eligible for a letter.
G. Academic letters will be distributed at the awards program at the end of the year.

ACADEMIC PROGRESS

Students are responsible for checking their grades and attendance online. Students have multiple opportunities during the school week to access PowerSchool and view grades and attendance. Students are expected to keep current on their academic progress throughout the school year. Parents can also access student grades and attendance 24-hours a day to keep up with their student's current progress. All grade reports will be completed electronically. If a parent does not have the ability to access a student's record from home, a student may print off a report at school to take home to the parent.

ACADEMIC RECOGNITION

FCHS wishes to recognize all students who achieve high academic success during their high school career. FCHS does not rank students by their GPAs nor has a valedictorian or salutatorian. FCHS has expanded its scope of recognizing high academic performance and will recognize student academic success using the following designations:

Summa Cum Laude (Highest Academic Recognition)

A. Complete at least 47 credits of approved coursework
B. Earn an Indiana Academic Honors or Technical Honors diploma

C. Earn a cumulative grade point average of 4.00 or above

Magna Cum Laude (Second Highest Academic Recognition)

A. Complete at least 47 credits of approved coursework
B. Earn an Indiana Academic Honors or Technical Honors diploma
C. Earn a cumulative grade point average between 3.75 and 3.99

Cum Laude (Third Highest Academic Recognition)

A. Complete at least 47 credits of approved coursework
B. Earn an Indiana Academic Honors, or Technical Honors diploma
C. Earn a cumulative grade point average between 3.67 and 3.74 (or above)
D.

CLASSES TAKEN ON A COLLEGE/UNIVERSITY CAMPUS

FCHS seniors may enroll in a class or classes at a local college/university under the following conditions:

A. The student must be a full-time student unless meeting the specified state guidelines for partial enrollment.
B. The student shall have prior approval from his or her counselor and administration.
C. All expenses, including transportation, are the responsibility of the student's family.
D. Exceptions due to extenuating circumstances may be approved by the administration. Underclassmen may apply for permission to attend a college under this provision.
E. Students will receive one high school credit for successfully completing a three-semester-hour approved college class.

COLLEGE ENTRANCE REQUIREMENTS

College admissions committees act differently each year according to the quantity and quality of applicants and according to other special circumstances; but there is an increasing emphasis on the academic subjects – English, social studies, foreign language, math, and science. Generally, colleges determine admission based on the grade point average (GPA), quality of academic preparation, rank in class, and standardized test scores. Admission standards vary at each institution and are subject to change. It is best to check with the individual school for more detailed information.

DUAL ENROLLMENT COURSES

Franklin Community High School will offer several opportunities for students to obtain both high school and college credit for the same course. Interested students must submit the appropriate application and pay the tuition (if required) in order to receive college credit.

Information on available courses and guidelines can be found online at www.franklinschools.org in the FCHS Course Guide.

GET A HEAD START ON COLLEGE

It is possible to graduate from high school with college credits already on your record. You may do this by taking college-level courses in high school or by taking examinations to demonstrate your knowledge in a particular area. Please refer to the Dual Enrollment section for courses offered for college credit. If

you complete college courses while you are still in high school, you can take more advanced college courses as a freshman. All courses must be approved DOE courses for credit.

One way to earn college-level credit in high school is through Advanced Placement (AP) courses. If you enroll in one of Franklin's AP courses and receive a satisfactory score of 3 or higher on the annual College Board Advanced Placement Exam, you may qualify for college credit or advanced standing at the college of your choice. Another way to gain college credit is through the College Level Examination Programs.

EARLY GRADUATION (JUNIORS) / MID-YEAR GRADUATION (SENIORS)

Juniors and Seniors who have earned the required number of credits; who have completed Graduation Pathways; and who have completed all of the required classes may be graduated after six or seven semesters (respectively). These procedures shall be followed by all students planning early/mid-year graduation.

A. Students should apply for early/mid-year graduation by the end of their sophomore (junior grad) and/or junior year (mid-year grad).
B. The student shall file with the counselor a completed application, properly signed by the student and the parent or guardian.
C. The student shall have a grade point average of 1.66 or above.
D. Early / mid-year graduates are considered completed with their high school program and are no longer considered students. Early/mid-year graduates are not permitted to participate in any extracurricular activities (athletics, clubs, etc.). Early/mid-year graduates must get administrator approval and be in good standing in order to attend prom.
E. Early/mid-year graduates are permitted, and encouraged, to participate in the graduation commencement ceremony.
F. Students who are scheduled as mid-year graduates will have the lowest priority for any full-year courses when enrollment in these courses exceeds the number of available places for students.
G. Students who have not completed a graduation pathway will not be allowed to graduate early. Students with an IEP/504 may be approved on a case-by-case basis.
H. Students who have not completed a senior project will not be allowed to graduate early.
I. By electing to be an early/mid-year graduate, juniors/seniors accept the responsibility to keep themselves informed of all school deadlines that may apply to them. Announcements concerning graduation announcements, graduation practice, cap and gown pick-up, etc. are not necessarily mailed home. Early/mid-year graduates must meet all announced deadlines.
J. Juniors choosing to be early grads are still a part of the junior cohort and do not earn senior incentives. They can participate in the Senior Walk and Senior Graduation activities.

ELECTRONIC GRADE REPORTS / POWERSCHOOL

FCHS uses semester grading periods. Grades are available for parents and students to view 24-hours a day using our online grade reporting system. Students may print a copy of their current grades at school as often as they wish. If students need an official grade report they should see their guidance counselor for an official transcript or for the necessary signature to verify a printed grade report. Teachers are not required to submit deficiency reports, since grades are constantly available to parents and students using our online system. The final grades for each semester are listed on each student's permanent records and are the basis for determining grade point averages.

A student who receives a passing grade for only one semester of a full-year course receives one credit for that semester, regardless of which semester is passed. Each semester is considered to be a separate class. Parents and students are encouraged to communicate regularly with teachers, counselors, or principals if they have questions about the student's academic performance.

GRADUATION REQUIREMENTS AND DIPLOMA TYPES

FCHS awards three types of diplomas: Core 40 Diploma, Core 40 with Academic Honors Diploma, and Core 40 with Technical Honors Diploma. The appropriate number of credits is required for all diplomas and meeting the requirements for Graduation Pathways (See Graduation Pathway requirements below). This includes completing a Senior Project. All students must be enrolled in courses leading to either the Core 40 or the Academic Honors/Technical Honors Diploma. If a student fails to meet the requirements of the Core 40 Diploma, a General Diploma may be awarded if a petition or waiver is approved.

CORE 40 Diploma (40 credits)

The State of Indiana has developed a program of educational expectations for Indiana high school students. These expectations are called Indiana Core 40. Indiana Core 40 applies to all students. Students must meet Core 40 requirements to be considered for admission to an Indiana four-year college or university. Students should meet Core 40 requirements to ensure success in one and two-year colleges and technical training programs.

- 8 credits ENGLISH:
  - 2 credits English 9 or English 9 Honors;
  - 2 credits English 10 or English 10 Honors
  - 2 credits English 11, AP Lit or AP Lang
  - 2 credits in English 12, AP Lit/AP Lang or 2 credits in English electives
- 6 credits SOCIAL STUDIES:
  - 2 credits of Geography or World History
  - 2 credits U.S. History
  - 1 credit of United States Government
  - 1 credit of Economics
- 6 credits of MATHEMATICS:
  - 2 credits of Algebra I or Integrated Math I
  - 2 credits of Geometry/Geometry Honors or Integrated Math II
  - 2 credits of Algebra II/Algebra II Honors or Integrated Math III
  - 2 credits of Pre-Calculus, Calculus or other higher-level math.
  - NOTE: Students must take a math or quantitative reasoning course each year in high school and must take math through their junior year.
- 6 credits of SCIENCE:
  - 2 credits of Biology
  - 2 credits of Chemistry or Physics or Integrated Chemistry/Physics
  - 2 credits of elective science
- 1 credit of Health and Wellness
- 2 credits of Physical Education/Weights
- 11 Elective credits from World languages, Fine arts or Career and technical

CORE 40 With Academic Honors Diploma (47 Credits)

The Indiana Academic Honors Diploma is available to students who complete a rigorous course of study. This diploma requires 47 credits. The Academic Honors Diploma will be noted on the student's official transcript. Students who qualify for college financial aid may receive higher awards with this diploma. Students must complete all requirements for the CORE 40 and these additional items:

A. ONE of the following:
    a. 4 credits in AP courses with AP exams; 6 college credits from the DOE approved list;
    b. a combination of 2 credits in AP courses/exam and 3 college credits from the DOE approved list.;
    c. SAT score of 1750 on combined critical reading, math, and verbal with a minimum of 530 on each
    d. or ACT score of 26 composite or earn 4 credits in IB courses and take corresponding IB exams.
B. Also, students must have:
    a. 2 additional math credits for a total of 8 math credits taken in high school.
    b. No less than a C- in all courses counting for the diploma
    c. A minimum grade point average (GPA) of 3.00 upon graduation.
    d. 6 – 8 credits of World Language
        i. 6 credits of one world language OR
        ii. 4 credits of one world language AND 4 credits of a second world language
    e. 2 credits of Fine Arts
    f. 2 credits in any combination of art, music, or FACs

CORE 40 With Technical Honors Diploma (47 Credits)

Complete all requirements for the Core 40.
Earn 6 credits in the college and career preparation courses in a state-approved College & Career Pathway and one of the following:

A. State approved, industry recognized certification or credential, or
B. Pathway dual credits from the approved dual credit list resulting in 6 transcripted college credits
C. Earn a grade of "C" or better in courses counting for the diploma
D. Have a minimum GPA of 3.00
C. Complete ONE of the following options:
    a. Complete one of the option of the Core 40 with Academic Honors
    b. Earn the following scores or higher on WorkKeys: Reading for Information – Level 6, Applied Mathematics – Level 6, and Locating Information – Level 5
    c. Earn the following minimum score(s) on Accuplacer: Writing 250, Reading 259, Math 254
E. Students must take a math course or a quantitative reasoning class each year enrolled in high school

General Diploma (40 Credits)

If a student fails to meet the requirements of the Core 40 Diploma, a General Diploma may be awarded if a petition or waiver is approved

A. 8 Credits in English including Eng 9, Eng 10, Eng 11 and 2 credits Eng 12 Electives.

B. 4 Credits in Mathematics including 2 credits in Algebra I: 2 Credits of Mathematics or a quantitative reasoning course must be earned in their junior and senior year
C. 4 Credits in Science: 2 credits in Biology and 2 Elective Science Credits
D. 2 Credits in Physical Education/Weights
E. 1 Credit in Health
F. 4 Credits in Social Studies including 2 credits in U.S. History, 1 Credit in U.S. Government, 1 Credit in Geography, World History or Economics
G. 17 Elective Credits

Semesters Requirements

Students shall attend a minimum of six full semesters (See Early Grad Info). Summer school does not count when the number of semesters attended is considered. Students who wish to graduate in six or seven semesters should talk with their guidance counselor by the end of their freshman year in order to develop a plan to accomplish this goal. Students who have not completed Graduation Pathway requirements may not graduate early.

Granting of Diploma

The Franklin Community High School diploma will be granted when the principal has determined that the candidate has satisfied the basic graduation requirements.

Credit Guideline

A. Credits earned at any state-accredited school(s) will be accepted.
B. Not all credits earned at other schools are acceptable for transfer to FCHS. Any credits through a non-accredited program will be evaluated by FCHS officials, who will determine if credits will be transferred, and the number of credits that will be accepted.
C. Transfer credits will only be weighted if the course is offered and weighted at FCHS.
D. Franklin Academy courses (APEX online courses) will not be weighted.
E. The maximum number of credits that may be earned from a combination of correspondence courses, online coursework, college courses, and night school is four unless approved through administration. All courses must be approved in advance by the administration and monitored by a counselor.

Graduation Pathways

Beginning with the Class of 2023, all students must complete Graduation Pathways. Students must complete three components to qualify for graduation:

A. Earn credits for diploma type (40 or more)
B. Demonstrate Employability Skills that will be met by the completion of a Senior Capstone Project
C. Post-Secondary Competency which can be met by AP Dual Credit courses (3); SAT, ACT, ASVAB score; CTE Concentrator; State Industry Certification; Academic Honors; Technical Honors – see your counselor for a comprehensive list and the requirements

GRADING SCALE AND WEIGHTED GRADES:

Franklin Community High School uses a 4.0 grading scale and a 4-Tier system of weighted grades. The weights have been determined by the level of rigor and the alignment to the college-level curriculum. The grading scale and 4-Tier system is outlined below:

Grading Scale

A+ 4.00 (100%)
A 4.00 (99%-92%)
A- 3.66 (91%-90%)
B+ 3.33 (89%-88%)
B 3.00 (87%-82%)
B- 2.66 (81%-80%)
C+ 2.33 (79%-78%)
C 2.00 (77%-72%)
C- 1.66 (71%-70%)
D+ 1.33 (69%-68%)
D 1.00 (67%-62%)
D- 0.66 (61%-60%)
F 0.00 (59% - 0%)

4-Tier System(weighted grades)

Tier 1 = no increment
Tier 2 = 0.33 increment
Tier 3 = 0.50 increment
Tier 4 = 1.0 increment
*Grades lower than a C- will not be weighted

A listing of weighted courses is outlined on the website at www.franklinschools.org in the FCHS Course Guide. GPAs are based on grades earned in all credit-bearing classes. GPAs are carried to three decimal places. Students who retake a class will have the highest grade earned counted for their GPA. The lower grade earned will no longer be counted as part of the student's GPA. If the student received credit the first time the class was taken, no additional credit will be earned when the class is repeated.

GRADING

Franklin Community Schools has a corporation-wide, School Board adopted grading scale (see Grading Scale and Weighted Grades) Each teacher is responsible for developing and maintaining fair and equitable grading standards (as approved by administration) and explaining them to students. The teacher has the right to determine how grades will be averaged (under the direction of their department and/or building administration) in order to determine the final grade.

GUIDANCE (SCHOOL COUNSELING PROGRAM)

Each high school student is assigned to a school counselor. Students are urged to see teachers and counselors whenever they need help. Parents also are encouraged to confer with counselors on a regular basis. Specific areas in which the counselor is trained to help students:

A. Planning a meaningful educational program.
B. Interpreting the results of tests/assessments.
C. Establishing career plans.
D. Providing information about colleges, universities, trade schools, scholarships, financial aid, etc.
E. Applying for jobs or colleges.
F. Improving personal relationships with other students, teachers, and parents.

Counselors meet periodically to help students during their four-year academic program. In addition, each counselor will meet at least once during the school year with students for scheduling purposes.

IHSAA ELIGIBILITY

All athletes must maintain passing grades in at least 5 of 7 subjects in each grading period and each semester in order to remain eligible for any and all IHSAA sanctioned contests. *The following grade checks will be used to determine athletic eligibility: End of First Nine Weeks, End of Semester 1 (Final semester grade will be used), End of Third Nine Weeks, and End of Semester 2 (Final semester grade will be used). The grade pull will occur on the day the building administration declares grades are official.* It is the responsibility of each athlete to maintain eligibility. Any students deemed ineligible at the end of a grading period will remain ineligible throughout the following grading period.

Students may attend an accredited institution for credit that is acceptable both for high school graduation and/or for college credit. The student must be enrolled in credit courses at FCHS at least 50% of the normal school day.
Students taking online classes (i.e. Franklin Academy students), a student may earn course credits by attending a non-traditional, virtual class provided that:

A. a written request for approval to the IHSAA has been granted
B. the courses are approved by the Dept. of Education
C. the School Board counts the credits earned toward graduation
D. classes are taken concurrently with a student's regular classes
E. total class time of the course is equivalent to the student's regular course

INCOMPLETES: NO INCOMPLETES WILL BE GIVEN

Students who do not meet all the requirements of a class during a grading period will be given their current grade which will include zeros for all assignments not completed. Completion of makeup work is subject to the attendance policy and a grade may be changed at a later date.

LIBRARY MEDIA CENTER

The FCHS Library Media Center aims to meet the needs of all patrons by providing a wide variety of resources in an environment that allows for collaboration, small group interaction, and independent study. Students are encouraged to visit the library before and after school or during lunch and study hall for instructional purposes, to access resources, leisure reading, collaborative spaces, independent study areas, educational challenges, and more. Students must sign when entering and sign out at the front desk when leaving unless leaving during a passing period. During regular class time, a student is required to have a pass in order to use the library.

Library Media Center Procedures:

A. Students MUST have their student ID and lanyard in order to utilize the library. Any student who does not have it on, will not be allowed access.
B. Students may be sent to the library from a class by the classroom teacher of that class. The pass must indicate the student's assignment, but the student is responsible for independently managing their time while in the Library.
C. Students should have an electronic pass created in order to go to the library media center. Students are to go directly to the library unless they pass indicates otherwise.

D. Students will remain in the library the entire period unless the pass indicates otherwise. In that case, it is the sending teacher's responsibility to be certain the student returns.
E. Any student leaving the library shall also have an electronic pass.

Guidelines for utilizing Library Media Center Materials and Resources:

1. Students who utilize any Media Center digital resources must follow the FCS Acceptable Use Policy -- Rules and Code of Ethics Relating to School Computer Users (Available on the FCS website at: www.franklinschools.org)
2. Most books circulate for two weeks, and can be returned in the drop box the library. Overdue materials incur a five-cent fine per school day. A renewal or extension of any loaned materials can be made at the circulation desk or by emailing the libriary staff with no fines incurred. Money collected from fines is used to buy library materials. Students and staff are invited to recommend items for purchase.
3. A charge will be made for lost and damaged materials, appropriate to the cost of replacements. Students recover the payment (less overdue fine) if the book is later found.
4. A student owing fees or fines will be permitted to use the library and is encouraged to make payments until all obligations have been resolved. Any student having difficulty with financial obligations to the library should speak directly to a library staff member to make accommodations. Library materials and resources are listed in the online public access catalog which may be accessed via the internet.
5. The Library Media Center is a collaborative area, where productive learning conversations are expected among students. Please be aware of and respectful of other students' and teachers' needs and modulate voices when others are taking tests, studying, giving a presentation or providing instruction.
6. Student, staff, and community recommendations for improvement of the library collections, resources, and offerings are solicited.

Media Center Update

Student library information is considered part of a student's record. Per the Family Educational Rights & Privacy Act (FERPA), parents and/or guardians have access to this information, which is true for all student records. Library information, like other student records, cannot be shared with other parties without a legitimate need to know. Parents have the ability to access their child's library check-out records by logging into Destiny with their child's Chromebook login information. Library books identified with "mature themes" will be labeled with red tape visible on the book's spine. "Mature themes" may include but are not limited to the following: excessive drug use, rape, excessive violence, idealized suicide, graphic sexual content. This labeling practice is an ongoing process. If you have questions or concerns about a FCS library book, please notify the district media specialist.

NATIONAL HONOR SOCIETY

One of the highest scholastic honors a student at FCHS can attain is to be elected to membership in the National Honor Society. Membership is open to juniors and seniors who are enrolled as full-time (5 scheduled periods) FCHS students and who have attained a 3.6 GPA or above. Students must also have completed at least 6 community service hours from the summer before their freshman year to the time they are applying. Transfer students who have completed one semester at FCHS are eligible to apply for NHS membership, provided they are academically eligible and in good standing at their previous school. (Transfer students who are members of NHS in their previous school will be admitted to membership in the FCHS chapter, upon verification from the NHS sponsor at the student's previous school.)

When selecting new members, the faculty council considers four qualities: scholarship, service, leadership, and character.

An honorary organization, the NHS holds monthly meetings during the year and hosts the annual membership induction banquet. The Franklin Chapter, named for former teacher Nettie Craft, was organized in 1954.

Specific procedures for the selection of students for NHS are:

1. Juniors and seniors with cumulative grade point averages of 3.60 or higher receive invitations to complete a candidate form for membership via email in January, after the first grading period. Applications are complete ONLINE ONLY**.** Students indicate membership in school and community organizations, athletic teams, offices held, and awards and honors received. They also include the number of years of involvement in each activity. Students must complete the online application by the announced deadline. Late forms or improperly completed forms are not considered.
2. A ballot is prepared for the entire faculty. Students are listed alphabetically by class. The teachers are instructed to carefully review the list of candidates in regard to character. They use the 1-4 rating scale (1 = low/poor; 2 = below average; 3 = good; 4 = high/outstanding) to evaluate any student with whom they have had professional interaction, i.e., as a teacher, adviser, coach, etc. with. The faculty are asked to explain any votes of a 1 or 2. Faculty voting is completed online. The NHS faculty council retains the right to consult other faculty members if clarification is needed on a vote.
3. The faculty council then reviews the votes and/ or comments from faculty along with PowerSchool logs for the previous school year to assist in determining if a student meets the pillar for the character domain. The faculty council, consisting of the sponsor and a minimum of four other teachers either appointed by the principal or the sponsor, begins the final step in the selection of new members. The faculty reviews the completed candidate form for the remaining 2 pillars (service and leadership). According to the constitution of the NHS, only members of the council may vote, not the sponsor. If a problem arises, the sponsor discusses it with the principal. A student must have a majority vote of YES from the faculty council to be selected to receive the final invitation to become an NHS member. Many times the reason for a NO vote is simply that the student has not exhibited enough leadership qualities or service. This is a valid reason, yet nothing serious is implied.

Students are notified of their acceptance/non-acceptance. Those who are chosen are required to attend the induction ceremony. A reception is usually a part of this event. Students maintain their NHS membership in good standing by keeping their GPAs at or above 3.6 for subsequent semesters, their records free of any serious disciplinary issues, attending NHS meetings, and participating in individual/ group service projects. The faculty council may convene to discuss the membership of any student who falls short of membership criteria at any point should the need arise for disciplinary action.

NCAA GUIDELINES FOR COLLEGE ATHLETES

A student who wishes to participate in Division I or II athletics in college must meet NCAA requirements for eligibility. For complete information, go online www.ncaa.org.

NONDISCRIMINATION POLICY

It is the policy of the Franklin Community Schools not to discriminate on the basis of race, color, religion, sex, national origin, handicap, or age in its programs or employment policies as required by the Indiana Civil Rights Act (IC 1971, 22-9-1); Public Law 218 (C1971, Title 20); Titles II and VII (Civil Rights Act of 1964); the Equal Pay Act of 1973; Title IX (1972 Education Amendments); Public Law 94-142 (101-476); and Public Law 93-112, Section 504. The compliance officer is the Assistant Superintendent, 317-738-5800.

PUBLICATIONS

All student newspapers, the yearbook, and the television station, Grizzly Cub Network are published and produced by FCHS students. Students who may want to help with the production of these publications are urged to contact the advisors. The publications material may not always reflect the views of Franklin Community Schools. Content is controlled and edited by the staff editors working under school board guidelines and policies. The staff will publish only legally protected speech adhering to the legal definitions of libel, obscenity, and the invasion of privacy. Advertising information can be obtained by calling 317-346-8100. The purpose of these publications and broadcasts is to inform the students, faculty, and community members of news, information, and issues that influence or affect them.

RELIGIOUS OBJECTION TO ASSIGNMENTS

In cases where a student requests to alter requirements in classes, for religious reasons, a written request, signed by the student, his parent or guardian, and the clergyman of his church, may be required by the administration. The request shall state the specific requirements in question and the specific church doctrine which supports the student's objection. School board guidelines and policies will be followed by the administration when making a final determination.

SCHEDULE

Franklin Community High School operates on a modified seven-period day. Class instructional time is a minimum of 240 minutes per week. If study halls are offered, only one per semester may be taken. Students should consider extracurricular activities, the rigor of classes, and career goals when choosing a course load.

SCHEDULING YOUR COURSES

Students must have 40 credits for the Core 40 diploma or 47 credits to earn the Academic Honors or Technical Honors Diploma from Franklin Community High School. When scheduling your courses, use this booklet to learn more about the content of each course, possible prerequisites, and possible fees. Counselors conduct scheduling sessions to assist students and parents with course selections. The scheduling form must be turned in with parental signature to the Counseling Office by the established deadline.

SCHEDULING PROCEDURES

Scheduling begins in January/February for the next school year. Schedules will normally be available in mid-May for students to double-check prior to summer break. They are given written information which they are instructed to share with their parents. Parents are urged to contact a counselor or the principal with any questions they may have about scheduling or the high school curriculum. Students with special scheduling needs that are not met by the FCHS schedule of classes are urged to ask their counselors to convene a case conference to discuss possible alternative schedules. **Students who fail to turn in a signed schedule selection sheet will have a schedule created for them by their guidance counselor**.

SCHEDULE CHANGE POLICY

It is extremely important for students and parents to carefully review course requests before submitting their final course selections. Be sure to review the prerequisites and recommendations and have questions answered prior to submitting the course request form. ONCE STUDENTS HAVE SUBMITTED COURSE REQUESTS, THEY ARE EXPECTED TO REMAIN IN CHOSEN COURSES (INCLUDING FULL YEAR AND ONE-SEMESTER COURSES). STUDENTS WHO FAIL TO SUBMIT A COURSE REQUEST FORM WILL HAVE THEIR COURSES CHOSEN FOR THEM. Students have until the last day of school to make changes in their schedules for the next school year. Any student planning to attend C-9 should make every attempt to finalize their schedule by the end of April. Schedule changes will not occur after May 31st for the upcoming school year. Only a

few exceptions will be made and administration approval must be given. ***Students may not take more than one study hall or more than two performing arts courses in one semester.***

Under special circumstances, an administrator may grant a change. These circumstances include:

- Need to meet high school graduation requirements
- Class was dropped due to lack of enrollment or staff change.
- Course capacity has been exceeded.
- Computer entry errors.
- Failure to meet prerequisites.
- Document the medical reason preventing participation. Documentation must directly outline in detail how the medical issue would prevent participation in any given course.
- Change in Individual Education Plan (IEP).
- Administrative/guidance discretion

Failure within a class is not a reason to be withdrawn from a class. A student must make every effort to complete all coursework assigned. Consideration may be given at the end of a semester for a possible schedule change due to a lack of success or other circumstances. If the administration agrees to a parent/student request to be withdrawn, the student will receive a W/F – withdrawn with an F.

TEACHER-STUDENT CONFERENCE

Students are encouraged to communicate with teachers and request an appropriate time to discuss concerns or issues they are having in class. Teachers are available before and after school and can provide extra help with academic problems or other difficulties. It may be necessary, in some cases, to arrange a time that is convenient for both the teacher and student.

TESTING PROGRAM AT FCHS

PSAT/NMSQT (Preliminary Scholastic Aptitude Test/National Merit Scholarship Qualifying Test)

This test is made available to students in October. Juniors and sophomores will take this test. The PSAT also determines National Merit Scholarships for qualifying juniors.

SAT (Scholastic Aptitude Test)

The SAT is offered six times per year nationally. All juniors take this test in March for free, which serves as the state accountability test. Generally, we also encourage juniors to take the June test and seniors to take the test in the fall. However, juniors and seniors may take the test at either time. If the test is taken more than once, most colleges use the best scores in the selection process for admission.

ACT (American College Test)

The ACT is offered nationally six times per year. The ACT is accepted by all Indiana colleges and by most colleges in the country. Students are encouraged to take both the ACT and SAT. Colleges will accept the better of the two scores.

STUDENT CONDUCT

(ATTENDANCE)

ACTIVITY PARTICIPATION AFTER AN ABSENCE

A student may not participate in extracurricular activities, practices, or after-school functions unless the student arrives at school by 9:30 AM. Students absent all day may not attend an extracurricular activity that day. If an extenuating school or family circumstance results in a student's failure to arrive by 9:30 AM or to attend all day, an exception can be made by the administration and/or the athletic director(s). **Reasons MAY include FCHS-approved college visits, FCHS field trips, medical emergencies, and funerals. Students who are not able to attend during the school day due to illness will be considered too ill to attend after-school functions. A doctor/dentist appointment may be**

considered a pre-approved exception with proper documentation.

ATTENDANCE

The Indiana Compulsory School Attendance Law requires students to attend school regularly. Regular school attendance improves learning, establishes dependable work habits, and allows students to take full advantage of the educational opportunities necessary for their development as students and responsible adults. Anything less than perfect attendance will have a detrimental effect on the individual student and his/her grade. Poor attendance interrupts the process of education. It impedes the continuity of the lessons presented, the ability of the student to understand and gain insight from the classroom experiences, and the student's ability to establish proper work habits.

The primary responsibility for school attendance rests with the parents and students. The school will assist the parents and the student in this responsibility. The cooperation of the student, parents, and school is essential in providing a firm framework for the student to achieve the fundamental foundation of regular attendance.

Franklin Community High School operates as a **closed campus**; therefore, students are not to leave the building during school hours without the consent of the administration. A student who is suspended or expelled from FCHS may not be on school property at any time during the time of suspension unless specific prior approval to do so is granted by one of the high school principals.

ARRIVAL AND DEPARTURE FROM CAMPUS

All students are required to enter the building immediately upon arriving on the school property. Once in the building, students shall not leave until school ends at the scheduled end of their school day. Students needing to leave the school building or school grounds after they have arrived must obtain permission from a parent or administration. During the school day, all students entering and exiting the building are required to sign-in/out and enter and leave through the main office. Parents picking up their students must enter the building and show a photo ID.

CERTIFICATE OF INCAPACITY

If a student has a continual medical condition that prevents him/her from attending school on a regular basis the student's parent can work with their family physician to complete a certificate of incapacity (copies are located in the main office). In order to assist families, a doctor's note will not be needed every time the student misses due to this documented illness, although a parent/guardian call is still required to verify each absence.

Administration can require a parent to obtain a certificate of incapacity to verify absences that are said to be due to a medical illness. If a parent does not send his/her child to school because of the child's illness or mental or physical incapacity, it is unlawful for the parent to fail to or refuse to produce a certificate of the incapacity for an attendance officer within six (6) days after it is demanded (Indiana Code 20-33-2-18). The certificate required under this requirement shall be signed by an Indiana physician or by an individual holding a license to practice osteopathy or chiropractic in this state or by a Christian Science practitioner who resides in Indiana and is listed in the Christian Science Journal.

A certificate of incapacity will only be accepted if the form is filled out in its entirety. A certificate of incapacity is only valid for the academic school year in which it is issued. A new certificate of incapacity will be required for subsequent academic school years. Forms should be submitted to the attendance secretary.

In the interest of student safety, a student who cannot attend school on a regular basis due to a medical condition under a certificate of incapacity is not permitted to participate in extra and co-curricular activities. Once a student is deemed healthy enough by his/her physician to attend school on a regular basis, the physician can submit a letter removing the certificate of incapacity and the student will then

become eligible to participate in extra and co-curricular activities. Administrative consideration may be given for participation in some co-curricular activities where physical activity is not involved.

EXAMINATIONS-ATTENDANCE REQUIREMENTS

A student who is absent from final exams must have an excused absence in order to take the final. Any absence other than illness must be excused by prior arrangements with the administration. The administration will not excuse students during exams for dental appointments, trips with the family, etc. unless the circumstances are unusual. During exams, parent calls to explain absences are expected on the day of the absence. See Attendance Policy for additional attendance information.

EXCUSED ABSENCES

In order for an absence to be excused, the parent must call the school and state the reason for the absence. The school expects confirming calls to be made on the day of the absence; if the call is not made within two days of the student's return; the absence will be considered unexcused and marked as "truant". It is the students' responsibility to arrange make-up work with their teachers.

FCHS realizes parent(s) may from time to time need to pick up their child from school during the school day. Whenever possible, please call an hour or more in advance. Otherwise, a student may not be readily available for immediate pickup. Parent/guardian picking up students must come in to sign out the student and present a photo ID. Due to testing or other factors, we may not be able to immediately have a student available in the office. For emergency purposes, we may disrupt a class, but for general guidelines, please notify the school in advance at any time possible if you plan to pick up your student from school. During finals, students will NOT be released until a passing period to avoid disruptions to other students.

Indiana statutes and local policies recognize the following reasons for being absent:

1. **Personal illness or injury** Any student who is absent from school for five consecutive days due to illness must present a doctor's statement verifying that it is appropriate for the student to return to school. The school reserves the right to require a doctor's statement from students who are absent as indicated by the nature of the illness, such as communicable disease.
2. **Verified automobile accident**
3. **Death or serious illness in the immediate family**
4. **Religious observances**
   The Board not only desires to cooperate with those parents who wish to provide religious instruction for their children but also recognizes its responsibility to enforce the attendance requirements of the State. Upon the signed request of a student's parent, the building administration will allow exceptions to the student's continuous attendance at school for religious instruction outside the school building by an authorized church or religious organization for no more than 120 minutes per week. A student must be properly registered and a copy of such registration must be filed with the administration. The time for the release of instruction or education may be arranged by the administration. The principal will also assume the appropriate continuance of the instructional program in the public school during such release times. No staff member shall encourage or discourage participation in any religious instructional program.
5. **Approved assignment at an election poll or approved service as a legislative page** Students who anticipate working the polls on Election Day must make sure their parent/guardian has notified the high school attendance office. The student must also pick up the appropriate form in the attendance office prior to leaving the building. This form must be signed by a person representing the Johnson County Registrar or by the candidate for whom the student is working. Any student not working the poll for the entire day must report back to school. Failure to do so

will be considered unexcused. Students having questions concerning this procedure should see the attendance officer.

6. **College visitation** A student may visit a college where he/she is considering enrollment during a school day if it is pre-arranged with the Guidance Department**.** An arranged appointment must be confirmed. This one (1) day will not count against accumulated absences. Should a student make more than one (1) visitation, other days will count as excused absences unless the student has exceeded the 10-day absence limit or will exceed it with this absence. The regulations also apply to appointments made by coaches for athletes attempting to make college teams. Students with senior standing will be allowed two (2) college visit days which do not count as absences. Should a student make more than the allowed visitation(s), these days will be counted as excused absences. College visitation days will not be approved immediately preceding or following a scheduled school vacation or during the month of May. Failure to follow the above procedure will result in an unexcused absence.
7. **Medical appointments** Every attempt should be made to schedule appointments after school hours. When appointments must be scheduled during the school day, the parent/guardian must call the school before the student will be permitted to leave the building. Students are expected to attend school before and after appointments when time permits. Students will be considered unexcused from classes missed unnecessarily. Absences from school for medical or legal reasons need to be verified with a **written** statement from a licensed medical practitioner or legal counsel or official with whom the student met. **Upon return to school, the student** must present this written verification to the attendance secretary before returning to class. Failure to do so will result **in the absence being unexcused.** The school may require medical notes for ongoing medical problems requiring frequent absence. Medical appointments should not be scheduled during semester tests. **Field trips**: Field trips are scheduled by teachers with administrative permission to broaden the experience of the curriculum. Students will be excused to go on field trips with written parent/guardian permission and a completed field trip form. Both must be completed no later than the day before the trip. Students are responsible for all work missed while on a field trip and should have the work completed upon their return to class, or as directed by the teacher. A sponsor may also refuse to take a student on a field trip if the sponsor can demonstrate to the administration that the student has a history of poor behavior or demonstrate that it is generally in the best interest of the school for the student not to attend. Under no circumstance are students allowed to drive to field trips without written administrative approval. Students who do so will receive a three-day suspension from school. Students who have missed 8 or more days of any class will not be allowed to attend a field trip. A principal may approve attendance only in extreme attendance issues due to documented medical situations.
8. **IHSAA Events:** IHSAA events scheduled during the school day are considered excused activities similar to a field trip.
9. **Serving in the National Guard** is limited to a maximum of 10 days serving.
10. **Military-connected family's** absences related to deployment or return.
11. **Verified court appearances**
12. **Out Of School Suspension**
13. **Such Other Good Cause as Determined By-Law** (20-8.1-3-18)
14. **Other reasons approved by administration**

LIMIT ON ABSENCES

In keeping with the Board-approved attendance philosophy, a student may not be absent from any class for more than ten (10) days each semester. Both excused and unexcused absences count toward a maximum of ten days. When students reach their 5th absence, a warning notice explaining the

attendance policy will be sent home. When students reach their 10th absence, a second letter will be sent home indicating that the student is in violation of the attendance policy and the student will be required to meet with a counselor or administrator to discuss their absences and develop an attendance contract. This "10th absence" letter also serves as a warning that the student will be reported to Johnson County Community Corrections and the Department of Child Services at 15 absences. Continuation of school attendance after the tenth absence may be subject to the student complying with conditions (e.g. a doctor's note may be required, certificate of incapacity) regarding any additional absences.

MAKE-UP WORK FOR EXCUSED ABSENCES OR WHEN STUDENT IS SUSPENDED

It is the student's responsibility to arrange make-up work with each teacher.

A. For each day of an absence, the student has one (1) school/class day in which to complete the make-up. (e.g., a student has three days to make up their work for a three-day absence.) However, assignments, including tests, which have been made prior to the absence and that were due on or before the day the student returns, will be due on the date the student returns to school or as arranged by the teacher.
B. Homework requests made during absences should be arranged directly with the classroom teacher via email or telephone. Direct contact with the teacher is the best way for a student to receive instructions and directions when completing work missed during an absence. Students may arrange with the teacher to have work delivered to the guidance office for pick up at a later date or time. Students should also understand that spending extra time before or after school may be required by the teacher in order to compensate for missing instruction during extended absences.
C. EXAMINATIONS - ATTENDANCE REQUIREMENTS**:** A student who is absent from final exams must have an excused absence in order to take the final. Any absence other than illness must be excused by prior arrangements with the administration. The administration will not excuse students during exams for dental appointments, trips with the family, etc., unless the circumstances are unusual. During exams, parent calls to explain absences are expected on the day of the absence.
D. Students suspended from school are expected to make up any missed assignments so they can keep current with academic issues taking place in the classroom.

PERFECT ATTENDANCE

To qualify for a perfect attendance award, a student must attend every class every day of the school year regardless of the reason for the absence.

UNEXCUSED ABSENCES/LATE ARRIVAL

An absence from school for any reason not included as an excused absence is an unexcused absence. Examples would include but are not limited to:

1. car trouble
2. oversleeping
3. missing the bus
4. school closing assumptions
5. personal business
6. working
7. administratively determined unexcused absences
8. traffic issues

NOTE: Students are expected to make up missed work for any absence. Make-up work which includes late work, quizzes, projects, daily assignments, etc. may be granted in accordance with the teacher's classroom rules. Students are responsible for gathering missed work on their first day back to school whether they have class or not (block days). All work is due the following day unless other arrangements have been made with the teacher.

UNEXCUSED ABSENCES FROM CLASS

Students in attendance at school are expected to attend their scheduled classes unless excused by the teacher or the administration. A total of ten (10) absences (excused or unexcused unless under doctor care) from a class may cause a student to be removed from the class and be ineligible for credit. Parents will be notified before a student reaches the point of being removed from class.

CONSEQUENCES FOR UNEXCUSED ABSENCE/TRUANCY (EACH SEMESTER)

Unexcused absences will result in a student being considered truant after missing 10 minutes of class. See truancy policy for possible consequences.

A student who is failing due to excessive absences may be removed from the class with a W/F and assigned elsewhere for the remainder of the semester. Repeated unverified/unexcused absences may also warrant other disciplinary action, such as, but not limited to, loss of driving privileges, loss of prom/dances, loss of extra/co-curricular activities, ineligibility to earn credits, referral to alternative school, referral to juvenile detention, after school detention, suspension and expulsion, and may result in action taken under the compulsory school attendance laws (I.C. 20-33-2).

TARDY

The prompt arrival of students prepares them for success the entire day. Arrival to class more than 10 minutes late will be classified as late arrival (see above) from that class. Students are expected to be at school on time – receiving a call from a parent does not necessarily excuse being late to school.

- Students who report late to school must report to the attendance office.
- Students are considered to be tardy if the student is not in his/her assigned room when the bell rings.

Tardy students are subject to the following discipline as determined by their teacher:

1st & 2nd Tardy recorded in PowerSchool considered a written warning
3rd Tardy - Teacher log entry & verbal warning given by teacher
4th Tardy - Teacher log entry & Lunch detention
5th Tardy - Teacher log entry & Lunch detention
6th Tardy - Teacher log entry & 1 hr detention
7th Tardy - Teacher log entry & 2 hr detention
8th Tardy - Office referral may include NS or other discipline determined by HS admin
More than 10 Tardies --- Suspension
Subsequent Tardies --- Increased suspension leading to possible expulsion

Tardies reset every 9 weeks. Any student who reaches 10 or more accumulative tardies in one semester shall be considered "habitually tardy." " Habitually tardy" students will be subject to additional disciplinary action as deemed appropriate by an administrator. Additional disciplinary actions that may be considered for habitually tardy students include, but is not limited to: ineligibility for extracurricular participation (athletics, clubs, performing arts, prom, homecoming, etc), ineligibility for driving privileges, etc.

A student deemed "habitually tardy" to the first class of the day may be subject to having their tardy record turned over to the juvenile probation office for review.

VOCATIONAL SCHOOL ATTENDANCE

Juniors and seniors can arrange with the counselors to attend our vocational and technical programs housed at Central Nine (C9). Students who enroll must remain throughout the school year. If a student is suspended, expelled, or withdraws from C9, his/her status also applies to his/her enrollment status at Franklin Community High School. A student with excessive absences to C9 may, after being warned of and counseled about the problem, be withdrawn from C9 courses and placed in study halls at Franklin Community High School.

Vacation periods for Franklin Community High School and the vocational schools do not always coincide. A student is required to attend the vocational school even if Franklin Community High School is on vacation and to attend Franklin Community High School even if the vocational school is dismissed.

TRUANCY

Students who miss school under the following circumstances will be considered truant:

A. Leaving school during the school day without parental knowledge or notification of school authorities.
B. Defying parental authority in the failure to attend school, or being absent from school without parental knowledge or approval.
C. Not reporting to one or more assigned classes.
D. Being observed in a place that is completely unacceptable for the excuse that is presented and being unable to offer a satisfactory explanation for being there.
E. Leaving class without permission from the classroom teacher.
F. An absence for any unsatisfactory reason if the student/parent has been told that a reason will not be acceptable.
G. Excessive unexcused absences may be counted as truancy.
H. Leaving school without signing out.
I. Arrival to class more than 10 minutes late will be classified as truancy from that class.

All class periods of truancy are considered unexcused absences. Repeated occurrences of truancy during the course of the school year will result in the student being identified as a "habitual truant." A student will be considered a "habitual truant" after 10 unexcused absences in one school year. (See Limit on Absences).

Students will not be excused from school to conduct any prom-related business. Students who miss school, or who arrive late or leave early, will be required to provide a doctor's note or suitable verifiable excuse for their absence to avoid being considered truant.

The consequences for truancy from school are as follows:

➔ 1st offense—Night school
➔ 2nd offense—1 day out of In School Restriction or 1 day Out of School Suspension (OSS)
➔ 3rd offense — Multiple days of OSS and request for parent conference

When a student is considered a "habitual truant," if the student is under the age of eighteen, the Bureau of Motor Vehicles will be notified to suspend all driving privileges, and the student will be referred to the juvenile court. Students 18 years or older who are considered "habitual truants" will forfeit driving privileges to and from school. Further offenses may result in expulsion.

STUDENT CONDUCT
(STUDENT DISCIPLINE)

ADMINISTRATION OF DISCIPLINE

Administration reserves the right to modify discipline based on the severity and circumstances involved in the incident. The modifications that are made will comply with district policy. The modifications also take into account the past disciplinary record of the student (when appropriate) in determining the appropriate consequence. In certain circumstances, two different students may receive different consequences for the same infractions.

ACADEMIC INTEGRITY/CHEATING/PLAGIARISM

All assignments, quizzes, tests, papers, and other graded work are to be the product of the individual student being evaluated, unless the teacher has specifically stated otherwise. If, in the judgment of the instructor, a student uses **UNAUTHORIZED** artificial intelligence (AI) and/or another person's work and presents it as the student's own, the student may be given a failing grade for the specific assignment. Similarly, students who allow another student to copy their work for purposes of deception may be given a failing grade for the work."

AFFECTION (Public Display of Affection-PDA)

Excessive show of affection by students in school or on school property, including school activities that may take place away from the school building, is inappropriate conduct. Kissing and embracing are not considered to be appropriate behavior in school. See Student Discipline Chart for discipline consequences.

ALCOHOL

Use or possession of alcohol on school grounds or at school events is strictly prohibited by school board policy. Students who violate this policy will be recommended for expulsion on the first offense. Being under the influence of alcohol on school grounds or at school activities is prohibited as well. Any student having consumed alcohol prior to coming to school or an event will also be considered in violation of this policy.

During the School Day

- ➢ Use, prior consumption, or possession of alcohol on school grounds or at school events is strictly prohibited by school board policy.
- ➢ Students are prohibited from attending school or coming to school with any indication of consumption of alcohol. To indicate consumption, a breathalyzer, blood or urine tests, or any other appropriate means may be utilized.
- ➢ Students who violate this policy will be recommended for expulsion on the first offense.

At Activities or on School Grounds

- ➢ Students are prohibited from attending school activities or being on school grounds with any indication of consumption of or being in possession of alcohol or drugs. To indicate consumption, a breathalyzer, blood or urine tests, or any other appropriate means may be utilized.
- ➢ Students who are first offenders and have never attended a drug and alcohol rehabilitation program may, at the discretion of the administration, be permitted to complete such a program as a part of a 'waiver of expulsion'.

BULLYING-HARASSMENT P.L. 285-2013

1. Bullying committed by students toward other students is strictly prohibited. Engaging in bullying conduct described in this rule by use of data or computer software that is accessed through any computer, computer system, computer network, or cellular telephone or other wireless or cellular communication device, is also prohibited.
2. For purposes of this rule, bullying is defined as overt, unwanted, repeated acts or gestures, including verbal or written communications or images transmitted in any manner including electronically or digitally, physical acts committed, aggression, or any other similar behaviors that are committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted student and create for the target student an objectively hostile school environment that:
    - places the targeted student in reasonable fear of harm to the targeted student's person or property;
    - has a substantially detrimental effect on the targeted student's physical or mental health;

- has the effect of substantially interfering with the targeted student's academic performance; or
- has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities, and privileges provided by the school.

3. This rule may be applied regardless of the physical location of the bullying behavior when a student commits bullying behavior and the targeted student attends a school within the school corporation and disciplinary action is reasonably necessary to avoid substantial interference with school discipline or prevent an unreasonable threat to the rights of other students to a safe and peaceful learning environment.
4. Any student or parent who has knowledge of conduct in violation of this rule or any student who feels he/she has been bullied in violation of this rule should immediately report the conduct to the [school administrator or designee] who has responsibility for all investigations of student misconduct including bullying. A student or parent may also report the conduct to a teacher or counselor who will be responsible for notifying the [school administrator or designee]. This report may be made anonymously.
5. The [school administrator or designee] shall investigate immediately all reports of bullying made pursuant to the provisions of this rule. Such investigation must include any action or appropriate responses that may be taken immediately to address the bullying conduct wherever it takes place. The parents of the bully and the targeted student(s) shall be notified on a regular, periodic basis of the progress and the findings of the investigation and of any remedial action that has been taken.
6. The [school administrator] will be responsible for working with the school counselors and other community resources to provide information and/or follow-up services to support the targeted student and to educate the student engaging in bullying behavior on the effects of bullying and the prevention of bullying. In addition, the school administrator and school counselors will be responsible for determining if the bullying behavior is a violation of law and required to be reported to law enforcement under Indiana law based on their reasonable belief. Such determination should be made as soon as possible and once this determination is made, the report should be made immediately to law enforcement.
7. False reporting of bullying conduct as defined in this rule by a student shall be considered a violation of this rule and will result in any appropriate disciplinary action or sanctions if the investigation of the report finds it to be false.
8. A violation of this rule prohibiting bullying may result in any appropriate disciplinary action or sanction, including suspension and/or expulsion.
9. Failure by a school employee who has a responsibility to report bullying or investigate bullying or any other duty under this rule to carry out such responsibility or duty will be subject to appropriate disciplinary action, up to and including dismissal from employment with the school corporation.
10. Counseling, corrective discipline, and/or referral to law enforcement will be used to change the behavior of the perpetrator. This includes appropriate intervention(s), restoration of a positive climate, and support for victims and others impacted by the bullying.
11. Educational outreach and training will be provided to school personnel, parents, and students concerning the identification, prevention, and intervention in bullying.
12. All schools in the corporation are encouraged to engage students, staff and parents in meaningful discussions about the negative aspects of bullying. The parent involvement may be through parent organizations already in place in each school.
13. The superintendent or designee will be responsible for developing detailed administrative procedures consistent with the Indiana Department of Education guidelines for the

implementation of the provisions of this rule.

Students are strongly encouraged to report bullying concerns directly to a teacher or administrator or may submit a report using the STOPit anonymous reporting app or website available on the Franklin Community Schools website. Reports submitted anonymously must include enough information to facilitate an investigation.

BUS CONDUCT - Transportation Guidelines

The Franklin Community Transportation Department prides itself on the safe and efficient delivery of all students to their intended destination. In order to make this possible we have outlined below the expectations for all students who have chosen to ride our buses. While bus transportation is for most students a privilege, we are pleased to host students who assist us in providing a safe and enjoyable riding experience.

Expectations- To enhance student safety it is expected that all students:

- ✔ Will sit in a forward-facing position with legs, arms, feet, and head inside the bus and out of the aisle while the bus is in motion.
- ✔ Will not stand, swing, climb, or jump on the bus seat. Also, students are not to switch seats while the bus is in motion.
- ✔ Will not open bus windows more than halfway.
- ✔ Will not sit in the driver's seat or operate any of the school bus controls.
- ✔ Will not engage in eating, drinking, or chewing gum while on the bus.
- ✔ Will enter and exit only by the front door (unless otherwise instructed by the driver).
- ✔ Will not use hygiene products such as hair spray, perfume, nail polish, lipstick, make-up, etc. while on the bus.
- ✔ Will not bring glass containers on the bus such as glass jars, pop bottles, etc.
- ✔ Will not bring skateboards, animals, insects, or plants on the bus.
- ✔ Will keep personal items such as books, pencils, toys, etc. in their book bags.
- ✔ May use devices such as mobile phones or tablets as long as it is not a distraction to the driver or is being used in a way that is deemed inappropriate according to the FCS Acceptable Use Policy. Recording videos or taking pictures while on the school bus is forbidden.
- ✔ Make sure that cell phones are on vibrate while riding on the school bus.
- ✔ Transportation of Large Articles – The size of the item should be such that it can be carried on a student's lap or on the floor of the bus under the seat in front of the student's seat. In either case, it will not extend beyond or above the height of the seat in front of the student (approximately 39").

Bus Rules and Procedures:

All school rules apply while the student is on any FCHS-sponsored bus. Violation of any school rules including bus rules and guidelines may result in disciplinary action.

Additional bus guidelines (violation may result in disciplinary action).

1. Students will not leave the bus without the driver's permission.
2. Students must board and leave the bus at the student's regular bus stop location unless given prior permission by the transportation director. The transportation director will direct the school to issue a bus pass when permission is granted.
3. The student will obey the driver's instructions when crossing the road, boarding, during transport, or leaving the bus.
4. The student will not leave the bus without the driver's approval after a breakdown or accident.
5. The student will sit in the seat assigned to him/her by the driver. The driver reserves the right to change or adjust the student's assigned seat as he/she deems appropriate.

6. The student is required to wear a safety belt when traveling on any bus that is equipped with them.

If you have questions or concerns related to the expectations and guidelines listed above, please contact the Director of Transportation or building administration.

DEADLY WEAPONS – IC 20-8-5-1

No student shall possess, handle or transmit any deadly weapon on school grounds.
The following devices are considered to be deadly weapons as defined in I.C. 35-41-1-8:

- A weapon, electronic stun weapon, equipment, chemical substance, or other material that, in the manner, it is used, or could ordinarily be used, or is intended to be used, is easily capable of causing serious bodily injury.
- An animal is readily capable of causing serious bodily injury and used in the commission or attempted commission of a crime.
- All knives, including pocket knives, are considered dangerous and should not be carried to school. Any student who is found with a knife in his/her possession, locker, or vehicle may be recommended for expulsion. Only knives approved for educational purposes in the classroom will be allowed.

Any student in violation of I.C. 35-41-1-8 will be expelled in accordance with the statute.

DESTRUCTION OF SCHOOL PROPERTY

Students who destroy or deface school property through acts of FFsm, during horseplay, or in fits of anger will be required to pay for the cost of replacing or repairing that property. Additional penalties, including expulsion, may be assigned, depending on the severity of the damage and/or the previous record of the student.

DETENTION

Detention assigned by a teacher

Teachers reserve the right to require students to serve detention for breaches of classroom regulations. Teachers may assign classroom detentions and/or study tables to be served on the date assigned. It is the responsibility of the assigning teacher to supervise the student. Failure to serve the classroom detention and/or study tables will result in further disciplinary action.

Detention assigned by the office

Administration reserves the right to require students to serve detention for breaches of school regulations. Failure to serve will result in further disciplinary actions. When serving a detention, students are expected to conduct themselves according to the requirements set forth by the detention supervisor. Students are encouraged to complete homework assignments.

DISCIPLINE

It is the duty of the high school faculty, staff, and administration to ensure that the school environment is one that is conducive to learning. It is our duty to protect the rights and privileges of all members of the school community; it is our duty to help each student grow to become a responsible, self-disciplined person, able and willing to assume his/her role as a law-abiding citizen in a democratic society. In order to carry out our duties, it is at times necessary to discipline those individuals who act counter to FCHS's goals. It is understood that all school disciplinary rules are in effect, not only on school grounds but also whenever and wherever any school activity is taking place. A student may be disciplined, including suspension or expulsion, for engaging in unlawful activity on and off school grounds, including during weekends, holidays, school breaks, and summer, when a student may not be attending school functions, if the activity may reasonably be considered an interference with school purposes or an educational function.

School officials may find it necessary to discipline students when their behavior interferes with school purposes or the educational functions of the school corporation. In accordance with the provisions of I.C. 20-33-8, administrators may take the following actions:

REMOVAL FROM CLASS OR ACTIVITY:

- An administrator may remove a student from the teacher's class or activity for a period of up to 5 school days [not to exceed 5 days] if the student is assigned regular or additional work to be completed in another school setting.
- If a student is temporarily removed from a class, an administrator may place the student in one of the following settings: another appropriate class, another appropriate setting, or in-school suspension. The student may not be placed back into the original class until the administrator has a meeting with the teacher, the student, and the student's parents to determine an appropriate behavior plan for the student. If the parents do not attend this meeting within a reasonable time, the administrator may place the student in another class or educational setting.

SUSPENSION FROM SCHOOL: A school administrator may deny a student the right to attend school and/or take part in any school function for a period of up to 10 school days [not to exceed 10 days].

EXPULSION: A student may be expelled from school for a period no longer than the remainder of the current semester plus the following semester. In cases where the student is being expelled for possession of a firearm, a destructive device, or a deadly weapon, the maximum length of the expulsion period is listed under the Grounds for Suspension and Expulsion, Section C and Section D.

GROUNDS FOR SUSPENSION OR EXPULSION:

The grounds for suspension or expulsion listed in Section A below apply when a student is:

- On school grounds immediately before, during, and immediately after school hours and at any other time when the school is being used by a school group (including summer school);
- Off school grounds at a school activity, function, or event; or
- Traveling to or from school or a school activity, function, or event.

A violation by a student of a rule listed in Sections A and B is subject to a range of disciplinary consequences imposed by teachers or administrators intended to be progressive in nature and move to a more serious consequence with each violation of the same or similar rule. In recognizing that violations of certain rules and the resulting consequences will be dependent upon the age of the student, the number of prior violations and the severity of the violation, the principal of each building level shall develop the minimum and maximum consequences for each rule for their building that is to be approved by the board annually and published in the student handbook for each building. The appropriate consequence should be the least severe that will adequately address any danger to the student and other persons, prevent further disruption of activities, and promote student achievement.

A. **Student Misconduct and/or Substantial Disobedience**

Grounds for suspension or expulsion are student misconduct and/or substantial disobedience. The following rules define student misconduct and/or substantial disobedience for which a student may be suspended or expelled:

1. Using violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or other conduct constituting an interference with school purposes, or urging other students to engage in such conduct. The following enumeration is only illustrative and not limited to the type of conduct prohibited by this rule:
    a. Occupying any school building, school grounds, or part thereof with intent to deprive others of its use.
    b. Blocking the entrance or exits of any school building or corridor or room therein with

intent to deprive others of lawful access to or from, or use of the building, corridor, or room.

c. Setting fire to or damaging any school building or school property.
d. Prevention of or attempting to prevent by physical act the convening or continued functioning of any school or education function, or of any meeting or assembly on school property.
e. Intentionally making noise or acting in any manner so as to interfere with the ability of any teacher or another person to conduct or participate in an education function.

2. Engaging in any kind of aggressive behavior that does physical or psychological harm to another person or urging other students to engage in such conduct. Prohibited conduct includes coercion, harassment, hazing, or other comparable conduct.
3. Engaging in violence and/or threat of violence against any student, staff member, and/or other persons. Prohibited violent or threatening conduct includes threatening, planning, or conspiring with others to engage in violent activity.
4. Causing or attempting to cause damage to school property, stealing or attempting to steal school property.
5. Causing or attempting to cause damage to private property, stealing or attempting to steal private property.
6. Causing or attempting to cause physical injury or behaving in such a way as could reasonably cause physical injury to any person. Self-defense or reasonable action is undertaken on the reasonable belief that it was necessary to protect oneself and/or another person is not a violation of this rule.
7. Threatening or intimidating any person for any purpose, including obtaining money or anything of value.
8. Threatening (whether specific or general in nature) injury to persons or damage to property, regardless of whether there is a present ability to commit the act.
9. Failing to report the actions or plans of another person to a teacher or administrator where those actions or plans, if carried out, could result in harm to another person or persons or damage property when the student has information about such actions or plans.
10. Possessing, handling, or transmitting a knife or any object that can reasonably be considered a weapon, is represented to be a weapon, or looks like a weapon
11. Possessing, using, transmitting, or being affected by any controlled substance, prescription drug, narcotic drug, a hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, intoxicant or depressant of any kind, or any paraphernalia used in connection with the listed substances. Also prohibited is the consumption of any of the stated substances immediately before attending school or a school function or event. Low THC Extract as defined by state law is excluded from this rule.
    a. Exception to Rule 11: a student with a chronic disease or medical condition may possess and self-administer prescribed medication for the disease or condition if the student's parent has filed a written authorization with the building principal. The written authorization must be filed annually. The written authorization must be done by a physician and must include the following information:
        i. That the student has an acute or chronic disease or medical condition for which the physician has prescribed medication.
        ii. The nature of the disease or medical condition requires emergency administration of the prescribed medication.
        iii. The student has been instructed on how to self-administer the prescribed medication.

iv. The student is authorized to possess and self-administer the prescribed medication.Possessing, using, or transmitting any substance which is represented to be or looks like a narcotic drug hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant, depressant, or intoxicant of any kind.

12. Possessing, using, transmitting, or being affected by caffeine-based substances other than beverages, substances containing phenylpropanolamine (PPA), stimulants of any kind, or any other similar over-the-counter products.
13. Possessing, using, distributing, purchasing, or selling tobacco or nicotine-containing products of any kind or in any form. These products include e-cigarettes, vaping devices, any type of look-alike products or other related products or devices associated with tobacco or nicotine use or electronic nicotine delivery systems.
14. Offering to sell or agreeing to purchase a controlled substance or alcoholic beverages.
15. Failing to comply with directions of teachers or other school personnel during any period of time when the student is properly under their supervision, where the failure constitutes an interference with school purposes or an educational function.
16. Failing to completely and truthfully respond to questions from a staff member regarding school-related matters including potential violations of the student conduct rules or state or federal law.
17. Falsely accusing any person of sexual harassment, or of violating a school rule, and/or a state or federal law.
18. Engaging in any activity forbidden by the laws of Indiana constitutes an interference with school purposes or an educational function.
    Aiding, assisting, agreeing, or conspiring with another person to violate these student conduct rules or state or federal law.
19. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, and wrongfully obtaining test copies or scores.
20. Taking, recording, displaying, and/or distributing pictures (digital or otherwise), video or audio recordings without the consent of the student or staff member in a situation not related to a school purpose or educational function.
21. Possessing sexually-related materials which include images displaying uncovered breasts, genitals, or buttocks.
22. “Sexting” or using a cell phone or other personal communication device to possess or send text or email messages containing images reasonably interpreted as indecent or sexual in nature. In addition to taking any disciplinary action, phones will be confiscated and any images suspected to violate criminal laws will be referred to law enforcement authorities.
23. Engaging in pranks or other similar activities that could result in harm to another person.
24. Using or possessing gunpowder, ammunition, or an inflammable substance.
25. Violating any board policy or administrative rules that are reasonably necessary for carrying out school purposes or an educational function, including, but not limited to:
    a. engaging in sexual behavior on school property;
    b. engaging in sexual harassment of a student or staff member;
    c. disobedience of administrative authority;
    d. willful absence or tardiness of students;
    e. engaging in speech or conduct, including clothing, jewelry, or hairstyle, that is profane, indecent, lewd, vulgar, or refers to drugs, tobacco, alcohol, sex, or illegal activity;
    f. violation of the school corporation’s acceptable use of technology policy or rules;
    g. violation of the school corporation’s administration of medication policy or rules;
    h. possessing or using a laser pointer or similar device.

26. In addition to being disciplined, students who use an electronic device in a manner that is inconsistent with this rule may have the device confiscated by the school administration. Such devices will be returned to the parent.
27. Possessing or using on school grounds during school hours an electronic device, a cellular telephone, or any other telecommunication device, including a look-a-like device, in a situation not related to a school purpose or educational function or using such device to engage in an activity that violates school rules. This rule is not violated when the student has been given clear permission from a school administrator or a designated staff member to possess or use one of the devices listed in this rule. In addition to being disciplined, students who use an electronic device in a manner that is inconsistent with this rule may have the device confiscated by the school administration. Such a device will be returned to the parent.

B. **Possessing A Firearm or A Destructive Device**

1. No student shall possess, handle or transmit any firearm or a destructive device on school property.
2. The following devices are considered to be a firearm under this rule: any weapon that is capable of expelling, designed to expel, or may readily be converted to expel a projectile by means of an explosion.
3. For purposes of this rule, a destructive device is:
    a. an explosive, incendiary, or overpressure device that is configured as a bomb, a grenade, a rocket with a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, a Molotov cocktail or a device that is substantially similar to an item described above,
    b. a type of weapon that may be readily converted to expel a projectile by the action of an explosive or other propellants through a barrel that has a bore diameter of more than one-half inch, or a combination of parts designed or intended for use in the conversion of a device into a destructive device.
    c. A destructive device is NOT a device that although originally designed for use as a weapon, is redesigned for use as a signaling, pyrotechnic, line throwing, safety, or similar device.
4. The penalty for possession of a firearm or a destructive device: suspension of up to 10 days and expulsion from school for at least one calendar year with the return of the student to be at the beginning of the first semester after the one-year period. The superintendent may reduce the length of the expulsion if the circumstances warrant such reduction.
5. The superintendent shall immediately notify the appropriate law enforcement agency when a student engages in the behavior described in this rule.

C. **Possessing A Deadly Weapon**

1. No student shall possess, handle or transmit any deadly weapon on school property.
2. The following devices are considered to be deadly weapons for purposes of this rule:
    - a weapon, taser or electronic stun weapon, equipment, chemical substance, or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury;
    - an animal readily capable of causing serious bodily injury and used in the commission or attempted commission of a crime; or biological disease, virus, or organism that is capable of causing serious bodily injury.
3. The penalty for possession of a deadly weapon: up to 10 days suspension and expulsion from school for a period of up to one calendar year.
4. The superintendent may notify the appropriate law enforcement agency when a student engages in the behavior described in this rule.

D. **Unlawful Activity**

A student may be suspended or expelled for engaging in unlawful activity on or off school grounds if

1. the unlawful activity may reasonably be considered to be an interference with school purposes or an educational function, or
2. the student's removal is necessary to restore order or protect persons on school property. This includes any unlawful activity meeting the above criteria that takes place during weekends, holidays, other school breaks, and the summer period when a student may not be attending classes or other school functions.

E**. Legal Settlement**

A student may be expelled if it is determined that the student's legal settlement is not in the attendance area of the school where the student is enrolled.

LEGAL REFERENCES: I.C. 20-33-8 I.C. 35-31.5-2-86
I.C. 35-47.5-2-4 I.C. 35-47-1-5

Other Common Penalties

In addition to detention, night school and out of school suspension, these are other penalties which are commonly imposed:

- Suspension from the school bus
- Suspension from extracurricular activities
- Suspension of privileges, such as hall passes, use of the library, and attendance at extracurricular activities and convocations
- School cleanup
- Repair of damaged materials or pay for the costs of damage repair
- Writing assignments
- Loss of driving privileges to school
- Invalidation of driver's license
- Denial or revocation of work permits
- **This is not an all-inclusive list.**

SUSPENSION AND EXPULSION PROCEDURES

SUSPENSION PROCEDURE

When a principal (or designee) determines that a student should be suspended, the following procedures will be followed:

1. A meeting will be held prior to the suspension of any student. At this meeting, the student will be entitled to:
   a written or oral statement of the charges;
   b. if the student denies the charges, a summary of the evidence against the student will be presented; and, the student will be provided an opportunity to explain his or her conduct.
2. The meeting shall precede suspension of the student except where the nature of the misconduct requires immediate removal. In such situations, the meeting will follow the suspension as soon as reasonably possible following the date of the suspension.
3. Following the suspension, the parent or guardian of a suspended student will be notified in writing. The notification will include the dates of the suspension, describe the student's misconduct, and the action taken by the principal.

EXPULSION PROCEDURE

When a principal (or designee) recommends to the superintendent (or designee) that a student be expelled from school, the following procedures will be followed:

1. The superintendent (or designee) may conduct an expulsion meeting, or may appoint one of the following persons to conduct the expulsion meeting:
   a. legal counsel
   b. a member of the administrative staff who did not expel the student during the current

school year and was not involved in the events giving rise to the expulsion.

2. An expulsion will not take place until the student and the student's parent is given notice of their right to appear at an expulsion meeting conducted by the superintendent or the person designated above. Failure to request and to appear at this meeting will be deemed a waiver of rights administratively to contest the expulsion or to appeal it to the school board.
3. The notice of the right to an expulsion meeting will be in writing, delivered by certified mail or by personal delivery, and contain the reasons for the expulsion and the procedure for requesting the meeting.
4. At the expulsion meeting, the principal (or designee), will present evidence to support the charges against the student. The student or parent will have the opportunity to answer the charges against the student, and to present evidence to support the student's position. An attorney may not represent the student at the expulsion meeting, but the attorney may be available for consultation outside the meeting room during the course of the expulsion meeting.
5. If an expulsion meeting is held, the person conducting the expulsion meeting will make a written summary of the evidence heard at the meeting, take any action found to be appropriate, and give notice of the action taken to the student and the student's parents.

NIGHT SCHOOL/DETENTION GUIDELINES

1. Students will be assigned to detention by the administration.
2. Detention will be held from 3:00 p.m. to 5:00 p.m. on Monday and Wednesday, 3:00 p.m. to 6:00 p.m. on Tuesday and Thursday.
3. No student will be admitted after 3:00 p.m.
4. Students are to work on schoolwork only; any other activities will result in them being asked to leave. A student asked to leave will be assigned one day out of school suspension.
5. All school rules apply during detention.
6. No talking, eating, sleeping, listening to electronic devices, disruption, or communication of any kind.
7. Transportation from detention will be the responsibility of the student or his/her parents.
8. Detention must be completed on or before the deadline assigned by the administrator or the student will be assigned additional consequences such as, additional detention time, night school, suspension, etc.

Below are the Disciplinary Guidelines that will be in effect for the school year.
NOTE – These are guidelines and the administration reserves the right to modify the penalty based upon the circumstances, severity or number of infractions.

FRANKLIN COMMUNITY HIGH SCHOOL DISCIPLINARY CHART

Infraction	1st Offense	2nd Offense	3rd Offense
Affection / PDA	2 hr det.	NS	1 day OSS
Alcohol	Expulsion	Expulsion	Expulsion
AUP Violation	Depending on type and severity	Depending on type and severity	Depending on type and severity
Bus Misconduct	Depending on type and severity	Depending on type and severity	Depending on type and severity
Bullying	NS or OSS (depending on severity)	Minimum 3 day OSS (depending on severity)	Expulsion
Cheating / Academic Misconduct	0 (zero) on assignment	2nd (in any class) - W/F	Suspension/ Expulsion
Cafeteria Misconduct		Cleanup or 2 Hr detention	Cleanup or Night School

	Cleanup or 1 Hr detention		
Car - Going to car without permission	NS or loss of driving privileges	NS or loss of driving privileges	NS or loss of driving privileges
Cell Phone / Electronic Device Policy	See Electronic Device / Cell Phone Discipline on pages 65-66		
Failure to turn over cell phone/electronic device when asked by <u>any staff member</u> will result in suspension. **See cell phone/electronic device policy pages 21-22 & 64-65.			
Disrespect *depending on severity	Min of 2 Hr det or NS	Min of NS	Expulsion / Disciplinary Contract
Disrupting Class	Min of 1 Hr det	NS-in same class	Night School
Dress Code	1 hr det (if can correct) or 1 Day OSS	Night School (if can correct) or 1 Day OSS	Night School (if can correct) or 1 Day OSS
Driving / Parking Violations	20 Days suspended driving or NS	Suspended driving remainder of the semester	Suspended Driving for 1 calendar year
Driving without authorization (C-9, Cadet, Internship, etc.)	2 Night Schools	Suspension / Expulsion	Suspension / Expulsion
Drugs	Expulsion	Expulsion	Expulsion
False Info / Lying (consequence will increase if student or school safety or well being is at risk.)	Night School (increased depending on severity)	Night School (increased depending on severity)	Night School (increased depending on severity)
Fighting	Minimum 3 Days OSS	3-5 Days OSS	Expulsion
Forged Pass / Misuse of Pass	Night School	3 Days OSS	Expulsion
Hall Misconduct	Detention	Increased Detention	NS or OSS
Noncompliance / Insubordination	NS or 1 Day OSS; depending upon severity	3 Days OSS	Suspension / Expulsion
Knives	Expulsion	Expulsion	Expulsion
Locker Violation (sharing lockers) Out of Bounds (Not in Assigned Area)	1 hr det Det or NS	Det or NS Det or NS	NS or OSS NS or OSS
Parking Lot/Loitering	1 Hr Det	Increased Detention	NS
Physical Assault	3-5 Day OSS or Expulsion depending on severity. Police Contacted		
Profanity or Obscene Language	2 Hr det	NS	NS or OSS

Profanity or Obscene Language (directed at faculty, staff, or admin)	NS to 3 Days OSS	Min 3 Days OSS	Suspension / Expulsion
Provocation	NS	NS or OSS	OSS or Expulsion
Defamatory Remarks (including, but not limited to Gender, Race, or Religion)	3 Days OSS	OSS or Expulsion	OSS or Expulsion
Sexual Harassment	3 Days OSS (Report Filed)	OSS or Expulsion (Report Filed)	OSS or Expulsion (Report Filed)
Student IDs (cumulative)	4th & 5th Det	6th & 7th 2 hr Det	8th Office Referral 10+ OSS (Classified Habitual / No Reset)
FTS / Dismissed from Night School	1 Day OSS	3 Days OSS	Expulsion
Tardy (per class)	4th & 5th Lunch Det	6th 1 hr Det 7th 2 hr Det	8th Office Referral 10+ OSS (Classified Habitual / No Reset)
Theft (depending on value)	Det to 3 Days OSS and Restitution	NS to Expulsion and Restitution	NS to Expulsion and Restitution
Threat	NS or OSS	OSS	Expulsion
Tobacco Violation	1 DAY ISR Ticket may be issued Student may be required to complete educational course	3 Days OSS Ticket may be issued	Expulsion Ticket may be issued
Truancy	NS	3 Days OSS	Expulsion (may mean removal from one pd if truancies have occurred in the same class.)
Unexcused Absences	See attendance policy	See attendance policy	See attendance policy

NS=Night School OSS=Out of School Suspension W/F = Withdraw Fail
DET=Detention FTS=Failure to Serve

ELECTRONIC DEVICE / CELL PHONE DISCIPLINE

- **Violation 1**
  a. Teacher asks student to place phone on their desk and writes log entry
  b. Teacher brings phone to office ar earliest convenience
  c. Student may pick up phone at the end of the day
- **Violation 2**
  a. Teacher asks student to place phone on their desk and writes log entry

b. Teacher brings phone to office ar earliest convenience
c. Dean contacts parent to pick up phone and assigns lunch detention

- **Violation 3**
  a. Teacher asks student to place phone on their desk and writes log entry
  b. Teacher brings phone to office ar earliest convenience
  c. Dean contacts parent to pick up phone and assigns 1 day ISR
- **Violation 4**
  a. Teacher asks student to place phone on their desk and writes log entry
  b. Teacher brings phone to office ar earliest convenience
  c. Dean contacts parent to pick up phone and assigns 1 day OSS
- **Violation 5**
  a. Teacher asks student to place phone on their desk and writes log entry
  b. Teacher brings phone to office ar earliest convenience
  c. Dean contacts parent to pick up phone and assigns 3 days OSS
- **Violation 6**
  a. Teacher asks student to place phone on their desk and writes log entry
  b. Teacher brings phone to office ar earliest convenience
  c. Dean contacts parent to pick up phone and assigns 5 days OSS
- **Violation 7**
  a. Teacher asks student to place phone on their desk and writes log entry
  b. Teacher brings phone to office ar earliest convenience
  c. Dean contacts parent to pick up phone and possible expulsion

★ **Deans will track progression**
  ◆ **Cumulative, not per class**
  ◆ **Short and simple log entry: Phone Violation**

★ **Students blatantly refusing to turn in device at the beginning of class will be addressed for noncompliance**

DRESS CODE

Due to varying clothing styles and fashion trends it is not possible to create a comprehensive list of everything that is or is not appropriate for the school environment. Administration, faculty, and staff will have the final authority to determine if a student's dress is appropriate for school. Below are general guidelines administration, faculty, and staff will use to determine if the dress is appropriate for school. NOTE: The following list is not considered comprehensive.

- In keeping with the Franklin Community Schools Guiding Principles, the Confederate flag is prohibited in and around all school buildings and grounds.
- Dress and grooming shall be within the limits of generally accepted good taste and should be appropriate for the context of daily school business.
- Any of the following items may violate this guideline if they inappropriately expose any part of the body:
  - halter-tops/tank tops, spaghetti straps, and muscle shirts
  - bare midriffs, bare stomachs, bare backs, cleavage, or posterior bodily creases
  - fishnet clothing or see-through apparel
  - clothing with holes or rips
  - shirts, tops, or dresses that have a scooped neckline
  - any clothing that inappropriately exposes parts of the student's body between the shoulders and the knees
  - any clothing that exposes undergarments and/or underclothing (excluding T-shirts)

    - shorts or skirts that are excessively short
- Student dress shall be such that it does not distract from the educational environment
- Clothing or accessories with profane, obscene, lewd, or vulgar slogans/designs are prohibited
- Clothing or accessories with slogans/designs that may be interpreted as advertising or advocating the use of illegal drugs, alcoholic beverages or tobacco are prohibited
- Wearing of hoods (exceptions are made for verified religious or physician verified medical reasons)
- Any face covering, paint, or masking that inhibits the ability to easily identify a student is prohibited
- Clothing or accessories that promote sex or depict violence or vulgarity are prohibited
- Wearing sunglasses is prohibited (exceptions are made for physician verified medical reasons)
- Chains, spiked apparel or other attire that may damage school equipment or cause bodily harm are prohibited
- Special exceptions may be made for school sponsored spirit days
- Specific classroom needs may dictate additional dress/grooming requirements or exceptions
- Footwear must be worn at all times
- Extra-curricular and co-curricular student activity groups sent to represent the school may be required to adhere to more stringent dress requirement
- Students who have questions about particular types or items of dress should talk to an administrator

Students should be appropriately covered from the bodily region starting at the shoulders and ending at knees. The definition of "appropriate" may vary depending on clothing style and what is exposed. Should the administration deem a student's dress to be unacceptable for school, the following procedures will be followed:

1. The student will be required to change into appropriate clothing and one hour of detention may be given. If alternative clothing is not available or refused, the student may be suspended and sent home.
2. Each successive dress code violation will receive more detention or other severe disciplinary action.

WHEN QUESTIONS REGARDING APPROPRIATE DRESS ARISE, THE ADMINISTRATOR'S DECISION IS FINAL.

DRIVER'S LICENSE LAW

It shall be the practice of FCHS to notify the Bureau of Motor Vehicles to invalidate a student's driver's license or learner's permit under IC 9-24-2 (See Automobiles for more details).

- Upon the second suspension during a school year
- Upon expulsion from school
- Upon withdrawal from school prior to the student's 18th birthday
- Upon violating the Indiana Compulsory Attendance Law (IC 20-33-2)

It is the student's responsibility to acquire verification or reinstatement from the BMV before a student resumes driving after a driver's license has been suspended.

DRUGS/PARAPHERNALIA/DAB PENS

At any time a student is on the school premises or attending a school-sponsored activity FCHS will recommend expulsion on the first offense if the student is found to be in possession of, transmitting, selling, or having used illegal drugs. This includes students who use illegal drugs prior to attending school or a school-sponsored activity.

In addition to controlled substances or drugs for which a prescription is required under federal or state law, "look-alike" drugs are prohibited. Included under drugs and tobacco are smokeless electronic

devices used to inhale any product. Electronic cigarettes, vapors, or any smokeless devices are considered paraphernalia and may not be possessed on school grounds.

A student who knowingly or intentionally possesses in school a "look-alike" drug will receive the same penalty that would apply should the substance actually have been an "illegal" drug. "Look-alike" drugs are defined as any substance:

1. Which is expressed or implied to represent a controlled substance;
2. Which is distributed under circumstances that would lead a reasonable person to believe that the substance is a controlled substance; or
3. Which by overall dosage unit appearance, including shape, color, size, markings, taste, consistency, or any other identifying physical characteristic of the substance, would lead a reasonable person to believe the substance is a controlled substance.

Furthermore, possession in school or at school activities of paraphernalia commonly associated with the use of drugs is strictly prohibited. Examples of paraphernalia include dab pens, bongs, water pipes, rolling papers, grinders, or any other devices commonly used with drug use. Being under the influence of drugs on school grounds or at school activities is prohibited as well. Having consumed a drug before coming to school or a school activity is a violation of this policy as well.

DUE PROCESS

Suspensions

Before an FCHS student is suspended from school, the following procedures will be followed:

1. The student shall be informed of the charges against him or her.
2. A summary of the evidence against the student shall be given to the student orally or in writing.
3. The student shall be given an opportunity to explain his or her conduct, and to defend himself or herself.

Following this informal hearing, if the principal or designee determines that the student is to be suspended, the administrator will inform the student of the date(s) of the suspension. Reasonable efforts shall be made to notify immediately the parents either by telephone or in person if the student is to be suspended *out of school*. In the case of all suspensions, in school or out of school, the parent will be notified in writing. If the student or parents believe that the assistant principal has erred in judgment, an appeal may be made to the principal.

Expulsions

The following procedures shall be followed before a student is expelled:

1. A written statement will be sent by the principal to the superintendent, describing the student's misconduct and recommending expulsion.
2. If the superintendent agrees that there are reasonable grounds for expulsion, the superintendent shall appoint a hearing examiner.
3. If a hearing is requested, the hearing examiner conducts the hearing and prepares a determination of the recommended expulsion.
4. An appeal to expulsion may not be submitted to the School Board. (per Board Policy)

(In the case of a student with a 504 or special education placement, the process does not go to the superintendent until a Manifest Determination is conducted.)

Public Law 162, enacted by the General Assembly of Indiana, outlines in detail the procedures to be followed when a student is disciplined by expulsion or suspension. A copy of this act is on file in the FCHS library. In addition, the Franklin Community Schools Policy Book outlines in detail the rights and responsibilities of students in this regard.

ELECTRONIC DEVICES/PERSONAL ELECTRONIC DEVICE/CELL PHONE - see pages 21-22

HALL PASSES

Students in the hallway must have a pass during class time.

1. It is the student's responsibility to have a completed pass during the school day.
2. Each student shall have his own pass unless two or more students on the same pass remain together at all times.
3. Students are to be only in those areas designated on their passes.
4. All hall passes should include: (a) the student's name, (b) the destination of the student, (c) the time leaving, and (d) the teacher's signature.
5. When the student returns, the pass should include the receiving teacher's signature and the time the student left to return to class.
6. Students are expected to take the shortest route to the destination specified on their passes and to proceed in a timely manner.

LAW ENFORCEMENT OFFICIALS

A law enforcement officer may arrest a student and remove him/her from school. A law enforcement officer may confer with a student on school premises. School board policy and guidelines will be followed.

PROFANITY

The use of profanity in school or during school activities by students is prohibited.

PROVOCATION

Provocation/Inciting – Students who are found to be provoking, inciting, or escalating other students or situations will be subject to discipline. Students found to be provoking, inciting, or escalating (stirring up, spurring on, or annoying someone into doing something) other students or situations may be assigned a minimum of a night school depending upon the circumstances.

RESPONDING TRUTHFULLY AND FOLLOWING DIRECTIVES

Refusing or failing to follow a directive from a school employee, including a directive to respond truthfully and completely when questioned about a school-related matter, are offenses in which the student will be disciplined. (Indiana Code 20-8.1 – 5.1-8, 9, 10)

SEARCHES

LOCKER SEARCHES

Student lockers are school property and remain at all times under the control of the school; however, students are expected to assume full responsibility for the security of their lockers. Periodic general inspections of all lockers may be conducted by school authorities for any reason, at any time, without notice and/or student consent.

Except in the case of a general inspection of all lockers, searches of an individual student's locker must be based upon reasonable suspicion of the principal or designee that the locker is being used to store items which cause, or can reasonably be foreseen to cause, interference with school purposes or an educational function; or that the locker contains items which are forbidden by State Law or School Rules. Searches shall be conducted by a member of the administration or a faculty/staff member acting at the direction of an administrator.

PERSONAL SEARCH

A member of the administration or a faculty/staff member acting at the direction of an administrator, may search the person of a student during any school activity if the principal has reasonable suspicion to believe that the student has on or about his or her personal items which cause, or can reasonably be foreseen to cause, interference with school purposes or an educational function, or items which are forbidden by State Law or School Rules. Searches of the person of a student shall be limited to:

1. Searches of the pockets of the student
2. Any object in the possession of the student such as a purse, backpack, briefcase, or gym bag
3. A "pat down" of the exterior of the student's clothing
4. Drug Screening

During a search by administration or directed faculty member, every effort will be made to have a second staff member/admin observing. In addition, if an admin is not of the same sex, every effort will be made to have the search conducted by a member of the same sex (admin team) if one is available, if not, then every effort will be to have a staff of the same sex witness the search.

Any searches of the person of a student which require removal of clothing other than a coat, jacket, socks, or shoes shall be referred to a law enforcement officer in accordance with this policy. Searches of the person of a student requiring this type of search shall be conducted in a private room by a person of the same sex as the student being searched. At least one, but not more than three, additional persons of the same sex as the student being searched shall witness but not participate in the search. At the request of the student to be searched, an additional school employee of the same sex as the student, designated by the student, and then reasonably available on school premises, shall witness the search. The parent or guardian of any student searched shall be notified of the search as soon as reasonably possible, but prior notification to and consent by the parent or guardian is not required prior to conducting a search based upon reasonable suspicion.

VEHICLE SEARCH

The privilege of bringing a student-operated motor vehicle onto school premises is hereby conditioned on consent by the student driver, the owner of the motor vehicle, and the parent or guardian of the student to allow a search of that motor vehicle upon reasonable suspicion of the principal that the vehicle may contain items which cause, or can reasonably be foreseen to cause, interference with school purposes or an educational function, or that the vehicle contains items which are forbidden by State Law or School Rules. Refusal of the student, parent or guardian, or owner of the motor vehicle to provide or allow access to a motor vehicle on school premises at the time of a request to search the motor vehicle shall be cause for termination, without further hearing, of the privilege of bringing a motor vehicle onto school premises. Searches shall be conducted by a member of the administration or a faculty/staff member acting at the direction of an administrator.

Anything found in the course of a search conducted in accordance with this section which could cause, or could reasonably be foreseen to cause, interference with school purposes or an educational function, or which is an item forbidden by State Law or School Rules, may be:

1. Seized and admitted as evidence in any suspension or expulsion proceeding if it is tagged for identification at the time it is seized and kept in a secure place by the principal or the principal's designee until it is presented at the hearing
2. Returned to the parent or guardian of the student from whom it was seized unless illegally possessed
3. Destroyed if it has no significant value
4. Turned over to any law enforcement officer in accordance with this policy

ASSISTANCE OF LAW ENFORCEMENT

A member of the administration or a faculty/staff member acting at the direction of an administrator may request the assistance of a law enforcement officer to search any area of the school premises, any student, or any motor vehicle on school premises. If the administrator or designated faculty/staff member has reasonable suspicion to believe that the person or area to be searched possesses or contains items which cause, or can reasonably be foreseen to cause, interference with school purposes or an educational function, or which are forbidden by State Law or School Rules. When the law enforcement officers

respond to such a request, no school employee shall assist or otherwise participate in any search conducted.

SEXUAL HARASSMENT

Examples of sexual harassment include jokes about a person's body; sexual remarks, jokes, or innuendoes; personally intrusive conversations; obscene gestures; staring or leering; inappropriate and unwelcome touching; lifting up skirts or pulling clothing; whistling or catcalling; pressing for dates or sexual activity; cornering or blocking the victim's passage; molestation; and rape. Sexual harassment also takes the form of obscene graffiti; displays of pornographic pictures, sexting or offensive related objects, such as condoms; and sexual gossip about a victim. Sexual harassment of any kind is a very serious offense, and the penalty will be severe and may include expulsion. Students are expected to report any incidents of sexual harassment to the principal or any staff members. Reports may be made using the STOPit anonymous reporting app or website available on the Franklin Community Schools website. All reports of sexual harassment will be reviewed by the Sexual Harassment Coordinator assigned by the Superintendent. In cases where students believe that the school officials have not responded correctly, they are encouraged to contact the Office of Civil Rights, State of Indiana. For more information regarding the School Board sexual harassment policy, please see page 81.

STUDENT PERSONAL PROPERTY

The Board is not responsible for the loss, theft, damage, or vandalism to student cellular telephones or ECDs as well as other student property. The school recommends that students leave all personal items at home. In the event this is not possible, students and parents are strongly encouraged to take appropriate precautions to make sure the student's personal items are not left unattended or unsecured. Students should use their assigned locker and the locks provided to them by the physical education department and/or athletic department to secure items in locker rooms. Students should not carry large sums of money or expensive personal items to school. Large sums of money brought to school for school purposes should be in the form of a check. If a check is not possible the student and parent should develop a plan to ensure the money is directly delivered to the appropriate faculty/staff member as soon as the student arrives at school. The school will not conduct an investigation into a lost or stolen item unless the administration has reasonable suspicion of the student(s) involved and the student has taken the necessary precautions to prevent theft.

SUPERVISION REQUIRED

Students may not use the gymnasium, auditorium, or other areas of the high school during non-school hours unless they are supervised by a school staff member who is present.

SUSPENDED AND EXPELLED STUDENTS

A student who is suspended or expelled from FCHS may not be on school property at any time during the time of suspension unless specific prior approval to do so is granted by the high school administration.

THEFT

In all schools the danger of theft exists. Students are responsible for safeguarding their personal property in school, as well as school property that is issued to them, including textbooks and uniforms. The school will not replace stolen personal property and will expect students to pay for the replacement of stolen school property that has been issued to them. It is each student's responsibility to be certain that all such property is locked at all times when the student does not have it on his person.

TOBACCO/VAPING

The use and/or possession of tobacco or tobacco products inside of FCHS and on the property of the FCS is not permitted. This includes cigarettes, e-cigarettes, vaporizers, pipe tobacco, cigars, chewing tobacco, snuff, lighters, matches, or any other type of tobacco product. (I.C. 35- 46-1-10.5). The minimum age to

buy nicotine products in Indiana has officially changed to 21. Any high school student in possession of cigarettes, e-liquids, or e-cigarettes may be ticketed for possession while on school property.

Use of or possession of tobacco, including smokeless tobacco, by a student on school premises or while attending a school-sponsored activity is a violation of school board policy. The use of a smokeless electronic device is included under this category and under drugs. Electronic smoking devices such as vapes, E-cigs, Herbal Vaporizers or any look-alike device simulating smoking regardless of what substance is being used will be treated as a tobacco violation unless the substance is considered an illegal drug or there is reasonable suspicion the device contains an illegal drug. See the discipline chart for more info. See Drugs for devices that are commonly used as paraphernalia such as dab pens. Using and/or possessing tobacco while traveling to and from school will be treated as a tobacco violation. Students in possession of any electronic smoking device, tobacco, vape juice, or other tobacco paraphernalia will be referred to law enforcement. Law enforcement may decide to cite for possession.

STUDENT INCENTIVES

Franklin Community High School supports the use of incentives to encourage positive student behaviors. Every year, a committee discusses the merits of current incentives and supports student ideas to create additional incentives. Incentives are designed to encourage a level of high success in coursework, excellent attendance, and a desire to follow school rules and procedures. For those reasons, incentives will be based on grades, attendance, and discipline. Current school-wide incentives for students to earn are as follows:

Final Exam Opt-Out -

A student who maintains a grade of 75% or higher in class may choose to opt-out of taking the final and have their grade based on semester work/assessments. A student may opt-out of one (1) final during each semester of their high school career. To meet the requirement, the student must also miss no more than four (4) days in the class and have no more than three (3) tardies in that class. Due to the requirements for AP/Dual credit courses as well as a Project-Based final, students cannot opt-out of these types of classes. The administration reserves the right to approve or deny a student to opt-out of a final due to extreme circumstances.

COACH Incentive -

A junior or senior can earn the incentive to be assigned to a positive activity/social-based COACH. Placement into these COACH classes requires excellent attendance, grades, and discipline. To earn this incentive, a student must maintain all A's and B's; must miss no more than 6 days in any class period for any reason; must have fewer than 8 accumulated tardies in all classes; and must have no discipline issues. Checks will be made for qualifying beginning the 2nd semester of the student's sophomore year. Checks will continue to be made every 9 weeks. A student who initially qualifies for the incentive will be removed for a semester if they fail to meet the requirement after qualifying. No exceptions to the requirements will be made for this incentive. The incentive is intended to be attendance and on time-driven as well as grade performance.

Senior Lanyard -

A senior may qualify for a senior lanyard by maintaining all passing grades; missing no more than 8 days in any class for any reason; having no more than 10 accumulated tardies during the previous semester, and having no discipline issues. Checks will occur every 9 weeks. A senior lanyard is a

privilege that allows seniors access to the senior lounge during lunch and classes as well as other privileges.

GWEC - Governors Work Ethic Certificate -

Seniors may work towards earning the GWEC. The GWEC requires a senior to commit to maintaining an accumulative GPA of 2.0 or higher, complete 6 service hours through the program which is set up as a privilege to attend during COACH and miss no more than 3 days during the entire senior school year. More information is available at FCHS.

RANDOM TESTING & EDUCATION POLICY FOR ALCOHOL, TOBACCO, AND OTHER DRUGS

Statement Of Need And Purposes Of The Program

A. All Franklin Community Schools students in grades 7-12 may participate in the random drug, tobacco, and alcohol testing program. In addition, students who park vehicles at school or drive on school property, those who plan to be involved in any extra-curricular/co-curricular activities, and those involved in clubs or other student groups recognized by the school administration are required to participate in the random drug testing program in order to be eligible to participate in these activities. Note: Grade 6 students who participate in middle school athletic teams will also be included in this policy. No other 6th grade students will be included in this policy.

B. It is a privilege for students who meet both the scholastic and physical conditions of eligibility to participate in any of these activities. All of these activities require that students be at their best and chemical-free in order to provide a safe environment for themselves and other students who potentially could be affected.

C. Franklin Community Schools administrators have designed this program to:

1. Direct students away from substance abuse,
2. Protect students who park their vehicles at school or drive on school property, and those who participate in any extra-curricular/co-curricular activities,
3. Educate participants and parents about the serious physical, mental, and emotional harm caused by substance abuse,
4. Assist participants, who might be tempted to use illegal substances,
5. Prevent injury, illness, and harm as a result of substance abuse,
6. Maintain extra-curricular/co-curricular program environment free of drugs, tobacco, alcohol, and intoxicants,
7. Educate and expose participants to a procedure frequently and increasingly used in society.

D. It is recognized that serious attention is being given to substance-abuse problems in private businesses and industries, government, schools, and colleges throughout the country. Results of studies throughout the United States reveal an increasing substance abuse problem and indicate that more than education alone is necessary to encourage students to choose a lifestyle free of substance abuse. This policy is consistent with Franklin Community Schools' rules and regulations concerning the use and abuse of drugs, alcohol, and intoxicants. The Franklin Community Schools has a strong commitment to the health, safety, and welfare of its students.

Introduction

The effective date of this program is July 29, 2011. This program does not affect the current policies, practices, or rights of Franklin Community Schools with drug and/or alcohol possession or use, where reasonable suspicion is obtained by means other than drug testing through this policy. Franklin Community Schools reserves the right to test any student who at any time exhibits cause for reasonable suspicion of drug and/or alcohol usage.

Consent

Each student who participates in extracurricular activities or drives to or from school designated, by signing off on receipt of the student handbook, that they are aware they are bound by this policy that is located in our student handbook. Failure to comply will result in non-participation and/or denial of a student driving permit to school.

At the beginning of each selection date, school year, sports season, or when a student moves into the district and/or joins an extracurricular or co-curricular activity, all students wishing to participate in that school year's activities will be subject to random testing for illicit or banned substances. Once a student is placed in the random drug testing pool of students, they will remain in the testing pool throughout their high school career. Any parent (or student over 18) may request to be taken out of the pool by submitting a written request to the high school administration. Any request will disqualify the student from participation in any school activity and/or driving to or from school for 365 days from the date of the request. Any student who refuses to submit to random drug testing will not be allowed to practice or participate in designated Franklin Community Schools activities or drive to and from school activities for 365 days from the date of the refusal.

Students who do not participate in extracurricular activities or drive to school can still be voluntarily enrolled in the random drug testing group by their legal guardians. These students and parents shall be provided with a consent form, a copy of which is attached hereto, which shall be dated and signed by the participant and by the parent/guardian. In doing so, the student is agreeing to participate in the random drug testing program at Franklin Community Schools.
Students who participate in this program voluntarily agree to be subject to its terms for their entire school career. Students who wish to be removed from the random drug testing pool can complete the appropriate form, also signed by the parent or legal guardian, to be removed. A student removed from the random drug testing pool will not be permitted to participate in any extra-curricular activity, co-curricular activity, or drive on any school campus for 365 days from the date the removal form is submitted in its entirety. The form is to be submitted to the principal's office.

This random drug testing policy in no way supersedes the student code of conduct (handbook) and its contents. It is still the responsibility of faculty, staff, and administration to maintain a safe and orderly educational environment. In situations where this policy and the student code of conduct may appear to conflict, the administration will make the determination as to which policy is best applicable in this scenario including any consequences assigned to the student.

Non-Punitive Nature Of Policy

No student, who is randomly drug tested, will be penalized academically for testing positive for illegal drugs or banned substances under this policy. The results of drug tests pursuant to this policy will not be placed in a student's permanent record. Information regarding the results of drug tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by a valid and binding subpoena or another legal process, which the Franklin Community Schools Board of School Trustees will not solicit. In the event of service of any such subpoena or legal process, the student and the student's custodial

parent, legal guardian, or custodian will be notified at least 72 hours before the response is made by the Franklin Community Schools Board of School Trustees, to the extent permitted by such subpoena or legal process. Any student under an alternative to expulsion contract will be held accountable to the stipulations set forth in that contract.

Testing Procedures

1. Names will be drawn from one large pool of those designated to be tested. Testing may occur on a different day, Monday through Saturday. This variable schedule will keep students conscious of the possibility of being tested at any time during the year. The principal/designee will use an independent laboratory/agency to assure that students are selected in a random fashion. This system will utilize a computer-based system designed specifically for the purpose of randomly selecting individuals for drug testing.
2. No student will be given advance notice or early warning of the testing. In addition, a strict chain of custody will be enforced to eliminate invalid tests or outside influences. The collection of samples will be done in a non-offensive manner, which ensures the integrity of the sample.
3. Upon being selected for a drug screen under this policy, a student will be required to provide a fresh sample according to the quality control standards and policy of the laboratory conducting the analysis.
4. All students will remain under school supervision until they have produced an adequate sample. If the student is unable to produce a sample by the end of the school day, the student will be suspended from activities included in this policy.
5. All samples will meet the requirements set forth by the testing company. If the sample does not meet the required specifications the student will be required to produce another sample. If it is determined, by reasonable suspicion, that tampering or cheating has occurred during the collection, any students involved will become ineligible for all activities included in this policy for 365 days. This will be reported to the parent/guardian. Any attempt or effort by any student to alter a sample that has been submitted for drug testing or that is being submitted for drug testing, will be considered a severe disruption. This includes possession of chemicals identified as agents known to invalidate such tests. The student who produces the sample and/or the person(s) who attempted to alter the sample will be subject to suspension and/or a recommendation for expulsion.
6. Immediately after the sample is taken, the student may return to class with an admittance slip or pass with the time he/she left the collection site. The principal/designee must time and sign the pass.
7. The specimens will then be turned over to the testing laboratory, and each specimen will be tested for alcohol, nicotine, and street drugs (which may include all drugs listed as controlled substances under the laws of the state of Indiana). Also, performance-enhancing drugs such as steroids may be tested. If the test is determined invalid, after leaving the student's possession, the student will be tested again as soon as possible and will also remain eligible until further testing is completed.

Refusing To Take A Drug Screen

If a student is randomly selected and refuses to take a drug screen, he/she will be ineligible for athletics and for a parking permit for 365 days. The student must also submit to a drug screen before privileges are reinstated.

Collection Of Specimen, Chain Of Custody

The principal will establish guidelines to set up the collection environment, guarantee the validity of samples, and supervise the chain of custody.

Test Results

1. This program seeks to provide needed help for students who have a verified positive test. The student's health, welfare, and safety will be the reason for preventing students from participating in extracurricular activities and restricting him/her from driving to or from school.
2. The principal/designee will be notified of a student testing positive (that is if the test shows that drug residues are in the student's system after using at least two different types of analyses). The principal/designee will notify the student and his/her parent/guardian. The student or his/her parent/guardian may submit any documented prescription, explanation, or information which will be considered in determining whether a positive test has been satisfactorily explained.
3. If the test is verified positive, the principal/designee will meet with the student and his/her parent/guardian at a school corporation facility. The student and parent/guardian will be given the names of counseling and assistance agencies that the family may want to contact for help. A student involved in athletics who tests positive will be subject to the disciplinary consequences outlined in the Athletic Handbook and the Student Handbook. A student involved in non-athletic extracurricular activities who tests positive will be subject to the disciplinary consequences outlined in the Student Handbook.

   A student driver who tests positive will be subject to the disciplinary consequences outlined in the Student Handbook. Students who are only drivers will not have their driving privileges suspended if testing positive for tobacco if they are of legal age to consume tobacco products. However, the student will still be suspended from all other extra-curricular activities.

   Franklin Community Schools reserves the right to continue testing at any time during the remaining school year for any participating student who tested positive and did not make a satisfactory explanation.
4. Drug testing results sheets will be returned to the principal/designee identifying students by number and not by name. Names of students tested will not be kept in open files or on any computer. Result sheets will be locked and secured in a location that only the principal/designee has access to.

Statistical Reporting And Confidentiality Of Drug Test Results

The testing laboratory may not release any statistics on the rate of positive drug tests to any person, organization, news publication, or media without expressed written consent of the Franklin Community Schools Board of School Trustees. However, the lab will provide the building principal with a quarterly report showing the number of tests performed, the rate of positive and negative tests, and what substances were found in the positive random specimens.

Under this drug-testing program, any staff coach or sponsor of Franklin Community Schools who may have knowledge of the results of a drug test will not divulge to anyone the results of the test or the disposition of the student involved, other than in the case of a legal subpoena being made upon that person in the course of a legal investigation. Once again, this will underscore Franklin Community Schools' commitment to confidentiality with regard to this program.

Financial Responsibility

1. Under this policy, Franklin Community Schools will pay for all initial random drug tests and all initial reasonable suspicion drug tests.
2. A mandatory drug test for a student who initially indicated they would not participate in any extra-curricular activity for the remainder of the school year is the financial responsibility of the student or his/her parent/guardian.
3. Counseling and subsequent treatment by non-school agencies is the financial responsibility of the student or his/her parent/guardian.
4. The parent/guardian will be responsible for the cost of any drug test given as the result of a parent/guardian's request that a student is tested outside of the random testing pool.
5. In order to return to participation, the student will be required to test ATOD free. The parent/guardian will be responsible for the cost of this drug test.

Additional Rules For Co-Curricular, Extra-Curricular, And Athletics

Apart from this drug-testing program, Franklin Community Schools coaching staff/sponsors of each sport/activity have their own rules and requirements. Coaches/sponsors have the necessary authority to enforce those rules. Any student who violates a rule or requirement as a member of a team or activity will be subject to the consequences as defined in those rules and requirements.

A student who violates school policy may also violate a Code of Conduct. Students who voluntarily participate in such privileges understand that they are subject to additional discipline which may include suspension from an after-school activity.

EXTRA-CURRICULAR / CO-CURRICULAR ACTIVITIES (E/CA) CODE OF CONDUCT

This code of conduct includes all Franklin Community High School students who drive to school and/or are involved in any school-sponsored extra-curricular and/or co-curricular activities. This includes all clubs, community service groups, special interest clubs, community service groups, honor societies, performing arts groups, student journalism groups, and any other group determined by the administration to be a part of this category. All athletic groups and related personnel will not fall under this policy. These groups will follow the athletic code of conduct. If there is ever a question of which policy a group will fall under the final determination will be made by building administration.

A student who drives to school or who is a member of a Franklin E/CA group or team, in any capacity must be willing to assume the responsibilities that go along with being a member of a team or group. E/CA students are highly visible to a large segment of the school and the community. Thus, to participate in E/CA groups or teams as representatives of the school, students should be held to high standards of conduct. It is with this reasoning in mind that Franklin Community High School will adhere to the policies outlined below. E/CA students are role models and therefore are expected to be positive examples in school citizenship, scholastic effort, leadership, and personal appearance.weapon

Participation in E/CAs requires a student to commit time and effort to excel, to learn cooperation and team effort, and to exemplify good behavior both at school and away from school. Participation in high school E/CAs is a privilege, not a right, and said participation may be denied any time that the conduct

of a student is judged to be disruptive to the discipline, good order, or moral or educational environment of the high school.

E/CA students, as representatives of Franklin Community High School, should serve as role models at school and in the community. Therefore, E/CAstudents are expected to adhere to the Code of Conduct the entire calendar year. Students who cannot accept this challenge and responsibility should not become involved with the Franklin Community High School E/CA programs. E/CA students are expected to follow the E/CA Code at all times including the time when they are away from school and not involved in school activities. E/CA students should avoid situations or leave events where activities are occurring that violate this Code of Conduct, specifically parties or clubs. Self-discipline learned from the E/CA experience should teach each student to make prudent decisions about his/her associations and behaviors.

E/Ca General Guidelines

1. Any student in violation of the school rules, as listed in the student handbook, will be disciplined by the school. If an E/CA student is suspended from school, the student is ineligible to practice or to participate in any practices, contests, events, or performances during the term of the suspension.
2. A sponsor/advisor/teacher/coach/director (hereafter known as 'sponsor') shall establish specific group rules needed to ensure that the group functions smoothly. These rules are to supplement the E/CA code and are not to supersede it. A sponsor may discipline the student within the structure of the sponsor's specific team rules. E/CA students are expected to share the E/CA rules with their parents/guardians.
3. At the first official practice/meeting of each E/CA group, the sponsor will conduct a team meeting where the FCHS E/CA code of conduct and team rules and expectations will be covered. Sponsors will discuss the harmful consequences of substance use and abuse, encourage student-athletes to maintain drug-free lives, and provide information as to where they can receive assistance if needed.
4. A E/CA student who has been suspended from a group for any percentage of the school year is expected to continue his/her association with the group as directed by the sponsor. The student may be required to attend all practices/meetings but may not be permitted to represent the group at an event. A student who has been suspended from participation for a full calendar year or longer will not associate with that group or any other E/CA group during the suspension.
5. A student may not attend a practice, event, or contest unless the student arrives at school by 9:30 AM on the day of the practice or contest. See attendance guidelines for specific information regarding late arrival. Students who leave school early for any reason other than a verified doctor appointment are not eligible to participate or practice that evening.

Inappropriate Behaviors That Will Be Addressed

A. General conduct: Felonies, Misdemeanors, Acts of Delinquency, or behavior that discredits the group, team, and/or school

Violation of local, state, or federal law, or failing in a substantial number of instances to comply with the directions of sponsors and/or rules of the E/CA program and the school are all grounds for suspension. A student will be suspended from E/CAs for the use of violence, force, coercion, threat, intimidation, passive resistance, or other conduct constituting an interference with the athletic program. Damage or theft involving any school and/or private property, intentionally causing bodily harm to fellow students or school employees, intimidating any student with the intent of obtaining money, and possessing

weapons are all grounds for suspension. A student will be suspended for urging other students to engage in the above conduct.

If a student is found to be in violation of any of the above, the consequence will be immediate suspension from the team. The length of the suspension will be determined by the administration. The student may be suspended from E/CA participation, dismissed from the team/group, or suspended for the remainder of the student's high school career.

B. Hazing

The Board of School Trustees believes that hazing activities of any type are inconsistent with the educational process and prohibits all such activities at any time in school facilities, on school property, and at any Corporation-sponsored event.

Hazing shall be defined for purposes of this policy as performing any act or coercing another, including the victim, to perform any act of initiation into any class, group, or organization that causes or creates a risk of causing mental, emotional, or physical harm. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions contained in this policy.

If a student is found to be in violation of any of the above, the consequence will be immediate suspension from the team/group. The length of the suspension will be determined by the administration. The student may be suspended from participation, dismissed from the team or group, or suspended for the remainder of the student's high school career.

Students have a duty to report hazing to a principal or any staff member. Students may use the STOPit anonymous reporting app or website to make a report.

C. Use of Alcohol, Tobacco, and Other Drugs (hereafter referred to as ATODs)

Franklin Community High School believes that the E/CA student who uses ATODs is a danger to himself/herself, his/her fellow students, and his/her opponents. FCHS further believes that the primary purpose of the ATOD policy should be to educate, identify, and intervene. It is important to educate the student about the dangers of controlled substance use and to provide opportunities for assistance to those who endanger their health as well as the safety of others by engaging in the use of ATODs. Education can direct students away from substance use and abuse and toward a safe, healthy, and drug-free life. Identifying students who may be using or abusing ATODs can provide those students the opportunity to receive counseling and assistance. With this in mind, FCHS enforces the following ATOD policy:

At no time is an E/CA student who participates on a team/group permitted to consume, deal, deliver, or possess alcohol, tobacco, or other drugs (ATODs) during his/her high school career. This rule is in effect twelve (12) months of the year. Penalties are cumulative throughout a student's entire high school career.

Under this code, there are two circumstances in which a student can be subjected to the penalties named above:

1. Notification to a school official by a verified police report or court action substantiating a violation of this code.
2. A school-initiated investigation that determines that a violation has occurred. Rumors and innuendos are not a basis for determining if an infraction has occurred.

Addressing Inappropriate Behaviors

The E/CA rules are meant to provide opportunities for students to make good choices and refrain from decisions that may impact their health or violate school rules. Therefore, when a student violates the

E/CA code of conduct, a decision may be made to apply a penalty directly to an E/CA activity in addition to any other consequences they may have been assigned.

Code of conduct violations is cumulative, regardless of the nature of the offense. For example, a student is caught vaping at school, resulting in their first code of conduct violation. Later that school year the student violates the school AUP policy, resulting in their second code of conduct violation. Although the first offense was for vaping and the second offense was for violating the school's AUP policy, both are code of conduct violations. Code of conduct violations includes but are not limited to drugs, alcohol, vaping, hazing, bullying, harassment, sexting, and any other illegal activities, school rule violations, or disobedience. The principal will have the final say to determine whether a code of conduct violation has occurred.

A. First Offense

The student shall be suspended from participation on any team/group for 3 weeks of season and at least suspended from the first upcoming competition/event. If there are no competitions/events remaining in the current seasons, or the incident occurs out of season, the FCHS administration will determine when to appropriately apply the suspension. The administration may increase the number of competitions/events depending upon the situation. A student must miss 1 competition, but a student missing more than 25% of the competition season may appeal the length to the principal. If the student is suspended for an ATOD violation the student may also be required to complete the following:

1. Schedule an assessment at a school-approved facility. Written documentation from the facility verifying the scheduled assessment must be provided to the school.
    a. Adhere to any recommendations made by the approved facility as a result of the assessment.
    b. The expenses of the assessment and treatment may be the responsibility of the student and the parent/guardian.
    c. The student and the parent/guardian may be expected to sign a release of information from the facility to the Franklin Community High School.
2. Submit to additional random drug screens (outside of and in addition to the random drug testing program) for 365 calendar days from the time of issuing the penalty.
    a. These additional random drug screens must result in negative test results for the student to remain eligible to participate.
    b. The expense of the random drug screens is the responsibility of the student and the parent/guardian.
3. Attend practices, meetings, or functions for the duration of the suspension, but may not represent the school in any performance or event.

Failure to undergo a required ATOD assessment or to successfully pursue and complete the recommendations made as a result of the assessment may result in the student receiving a 365 calendar day suspension.

B. Second Offense

The student shall be suspended from participation on any team/group for 3 weeks of season and at least suspended from two upcoming competitions/events. If there are no competitions/events remaining in the current seasons, or the incident occurs out of season, the FCHS administration will determine when to appropriately apply the suspension. The administration may increase the number of competitions/events depending upon the situation. A student must miss 2 competitions, but a student missing more than % of the competition season may appeal the length to the principal. If the student is suspended for an ATOD violation the student may also be required to complete the following:

1. Schedule an assessment at a school-approved facility. Written documentation from the facility verifying the scheduled assessment must be provided to the school.

a. Adhere to any recommendations made by the approved facility as a result of the assessment.
b. The expenses of the assessment and treatment may be the responsibility of the student and the parent/guardian.
c. The student and the parent/guardian may be expected to sign a release of information from the facility to the Franklin Community High School.

2. Submit to additional random drug screens (outside of and in addition to the random drug testing program) for 365 calendar days from the time of issuing the penalty.
    a. These additional random drug screens must result in negative test results for the student to remain eligible to participate.
    b. The expense of the random drug screens is the responsibility of the student and the parent/guardian.

Failure to undergo a required ATOD assessment or to successfully pursue and complete the recommendations made as a result of the assessment may result in the student being suspended from all E/CA activities for the remainder of their high school career.

C. Third Offense

The student shall be suspended from all E/CA participation for a calendar year (365 days).

D. Fourth Offense

The student shall be suspended from all E/CA participation for the remainder of the student's high school career.

Other Provisions

1. Student discipline should be served during any or all activities the student is currently participating in. When a student is involved in two activities and/or when the incident occurs out of season, FCHS administration will determine when and how to appropriately apply the suspension. (For example, when a student is involved in two types of activities such as a sport and co-curricular, the principal reserves the right to remove the student from both activities for the duration of time or apply the removal from only one activity depending upon the severity of the situation and the timing of future activities. Removal from both activities will only be considered when "in-season" for both activities.)
2. If a student has multiple violations of the E/CA code of conduct and/or group/team rules the principal and sponsor may suspend the student from E/CA participation, dismiss the student from the group/team, or suspend the student for the remainder of the student's high school career.
3. In the event, the student is a part of a co-curricular group where a part of the student's grade is based on activities outside of the school day the following protocol will be used.
    a. The student will still be subject to all other parts of this code of conduct.
    b. The student and parent can choose to withdraw from the course and the student will receive a W (withdrawal) on his/her transcript.
    c. If the student does not choose to withdraw from the course the student will still attend the class but will be required to complete an alternate assignment (determined and assigned by the teacher) to appropriately allow the student to earn point values equal to the points missed.
    d. The nature of the course may not allow item (c) to occur in an appropriate manner. In this case, the teacher may develop a set of independent study coursework to compensate for both the classwork and the co-curricular work. The student must understand that the teacher will consider all pre and post-preparation work along with the work of the actual

event in order to determine an appropriate assignment that equals the amount of work the other students are completing.

e. If the student's suspension carries over to the next semester the student may be withdrawn from the course at the semester break. Future re-enrollment will be determined by the sponsor, guidance counselor, and administration. After a third infraction, the student will not be permitted to re-enroll.

Activities Conflict Co-Curricular (class-related) and Extracurricular (athletics and clubs) Cooperative Agreement.

The administrators of these programs understand that scheduling conflicts will occur. In order to deal with each participant fairly, a consistent policy is necessary. The participant must understand that the ultimate responsibility is for the student to communicate any scheduling conflicts to his/her coach and director.

Under this agreement, coaches, directors, and sponsors must communicate between departments **in a timely fashion**. The participant MUST COMMUNICATE the conflict at least one (1) week in advance to the coach, director, or sponsor.

Activities Co-Curricular (Class Related–I.E., Newspaper And Yearbook) And Extracurricular (Athletics And Clubs) Cooperative Agreement

The faculty and staff of these programs understand that scheduling conflicts will occur. In order to deal with each participant fairly, a consistent policy is necessary. The participant must understand that the ultimate responsibility is for the student to communicate any scheduling conflicts to his/her coach and director.

1. Under this agreement, coaches, directors, and sponsors must communicate between departments in a timely fashion. The participant MUST COMMUNICATE the conflict at least one (1) week in advance to the coach, director, or sponsor.
2. LEVELS OF PRIORITY FOR CONFLICTS
    a. Competition should always take precedence over practice although every effort should be made to attend all practices.
    b. If two competitions occur simultaneously and one is for advancement to a higher level, the participant will attend the competition for advancement.
    c. If simultaneous competitions are of equal priority and the student has informed the director, coach or sponsor with at least one week's notice, the student may select which event to attend without penalty (i.e., no lowering of grade, no reduction of playing, or performance time, or reduction of participation).
    d. If simultaneous competitions are of equal priority and the student has not informed the director, coach, or sponsor with at least one week's notice, the participant will accept the consequences.
3. If the student has met the requirements of notifications:
    a. In the case of an activities conflict, students may receive an alternative assignment in a co-curricular event. Graded activities such as performances may be assessed as non-applicable or the student will be graded on their alternative assignment.
    b. If absent from a performance, athletic event, or non-athletic event due to simultaneous competitions, no penalty will be enforced (i.e.: no benching, no reduction of playing or performance time, or reduction of participation).

c. If there is a simultaneous competition or conflict and time allows the participant to do both, the participant may not sit and watch other levels of competition in which he/she is not personally participating. The participant is to go to his/her other competition. Parents are responsible for providing transportation from one event to another with a note from a parent explaining the mode of transportation. This note must be approved 24 hours prior to the competition.

4. If there is a practice and competition conflict:
    a. An effort to get to practice after or prior to competition is required.
    b. If the competition is a home event, the participant is to immediately report to practice as soon as his/her portion of the competition is over. The participant is to be excused from any portion of the competition in which he/she is not personally participating as determined by IHSAA team and individual sports guidelines (Team Sports: football, volleyball, soccer, basketball, baseball, softball) (Individual Sports: cross country, golf, tennis, swimming, and diving, wrestling, track).

ATHLETICS

Athletics at Franklin Community High School is governed by the rules of the Indiana High School Athletic Association (IHSAA), the FCHS athletic department, and the FCHS Athletic Code. Franklin's athletic teams, known as the Grizzly Cubs, are members of the Mid-State Conference. All students in good standing and in accordance with IHSAA rules and regulations are eligible to participate in our athletic programs.

Fan Buses

When there is sufficient student interest, fan buses will be made available for athletic or band events. It is required that students pay a transportation fee when they sign to ride the bus. All buses leave and return to the high school. Only FCHS students may ride student fan buses. Students who go to an event on a fan bus are required to return on that bus unless special permission has been given. Only in unusual circumstances and when parents have communicated directly with the school administrator or the chaperone of the bus, will this permission be granted.

FRANKLIN COMMUNITY HIGH SCHOOL ATHLETIC HANDBOOK & CODE OF CONDUCT

Revised - July 8, 2024

A. Purpose

a. The purpose of this handbook is to inform athletes and their parents or guardians of the rules, regulations, and information that help us best achieve our mission for the athletic department. Participating in high school athletics is a privilege that carries with it a great deal of responsibility. Since competition is a privilege and not a right, those who choose to participate will be expected to follow the Code of Conduct in addition to team rules for their sport. You are expected to represent Franklin, your family, and your community in a positive manner as a student-athlete of Franklin Community High School. The Indiana High School Athletic Association (IHSAA) provides governance for all high schools in the state of Indiana. Eligibility in all IHSAA sanctioned sports can be determined using Appendix A.

B. Mission, Vision, and Core Values

a. MISSION: To provide an environment where students grow and are prepared for their futures while inspiring pride within our school and community.
b. VISION: To enhance the growth of student-athletes by learning, modeling, and promoting integrity, trust, and leadership.
c. CORE VALUES: Individual Student Growth, Integrity, Trust, Leadership

C. Code Of Conduct

a. A student who is a member of a Franklin athletic team in any capacity (athlete, cheerleader, student athletic trainer, student manager, or statistician) must be willing to assume the responsibilities that go along with being a member of a team. Student-athletes are highly visible to a large segment of the school and the community. Thus, to participate in athletics as representatives of the school, student-athletes should be held to high standards of conduct, sportsmanship, and physical training. It is with this reasoning in mind that the athletic department will adhere to the policies outlined below. Student-athletes and athletic support personnel are role models and therefore are expected to be positive examples in school citizenship, scholastic effort, leadership, and personal appearance. Participation in athletics requires a student to commit time and effort to excel, to learn cooperation and team effort, and to exemplify good behavior both at school and away from school. Participation in high school athletics is a privilege, not a right, and said participation may be denied any time that the conduct of an athlete is judged to be disruptive to the discipline, good order, morale or educational environment of the high school. Student-athletes are expected to follow the Athletic Code at all times including the time when they are away from school and not involved in school activities. The Code of Conduct is in effect 365 days a year, 24 hours a day, 7 days a week, beginning on the first day of fall practice or the first day of school of a student athlete's freshman year. The Code of Conduct begins on the first day of enrollment for a transfer student. Under this code, there are three circumstances in which a student-athlete can be subjected to the penalties named within:

i. Notification to a school official by a verified police report or court action substantiating a violation of this code.
ii. A school-initiated investigation that determines that a violation has occurred.
iii. Failure to pass random drug testing as administered by the school.

D. General Guidelines

a. Code of conduct violations are cumulative, regardless of the nature of the offense. For example, a student is caught vaping at school, resulting in their first code of conduct violation. Later that school year the student violates the school AUP policy, resulting in their second code of conduct violation. Although the first offense was for vaping and the second offense was for violating the school's AUP policy, both are code of conduct violations. Code of conduct violations includes but are not limited to drugs, alcohol, vaping, hazing, bullying, harassment, sexting, and any other illegal activities, school rule violations, or disobedience. The principal will have the final say to determine whether a code of conduct violation has occurred.
b. Any student-athlete in violation of the school rules, as listed in the student handbook, will be disciplined by the school. If a student-athlete is suspended from school, the student-athlete is ineligible to participate in any practices or contests during the term of the suspension.
c. A head coach shall establish specific team rules needed to ensure that the program functions smoothly. These team rules are to supplement the athletic code and are not to supersede it. A head coach may discipline the student-athlete within the structure of the coach's specific team rules. A copy of each head coach's team rules will be distributed at the beginning of the season and discussed by the head coach at the team's student/parent meeting.
d. A student-athlete who has been suspended from a team for one game or any percentage of the season is expected to continue his/her association with the team as directed by the head coach. Suspended athletes are allowed to participate in summer sports programs. A student-athlete who has been suspended from participation for a full calendar year or longer will not associate with that team or any other Franklin athletic team including team summer programs.
e. Per IHSAA by-laws (Rule 3-8), a student-athlete who is ineligible under the rules of a prior school will carry that ineligibility ruling to the new school. If a student-athlete transfers from Franklin Community High School while ineligible, the ineligibility ruling will follow the student-athlete and will be noted on the IHSAA transfer form. If a student-athlete transfers into Franklin Community High School while serving a suspension at his/her previous school the student-athlete will serve out the remainder of his/her penalty at Franklin Community High School.
f. A student-athlete may not attend a practice or contest unless the student-athlete arrives at school by 9:30 AM on the day of the practice or contest. This rule may be waived with the approval of the principal or his/her designee provided the student's absence is adequately verified in writing by a doctor or another professional. (see attendance) In addition, a student who leaves school early is not eligible to participate or practice unless the absence is due to a verified doctor appointment.
g. A student-athlete is considered academically eligible if he or she has received passing grades (D or better) in five (5) classes that earn them credit at the end of the last grading period. The student-athlete must always be enrolled in at least 5 classes that will earn them credit.
h. If a student-athlete quits a team after the first contest, he/she may not try out for the next sports season or participate in pre-season conditioning/workouts until the team he/she quits finishes its

current regular season. Only mutual consent of the coaches involved and the athletic director may waive this rule. If a student-athlete is dismissed from a team, other than being cut from a team, only mutual consent of the coaches involved and the athletic director may waive this rule.

i. Before a student-athlete can participate in open gym, conditioning, tryouts, or official practice, the following documents must be signed and filed in the athletic office:
    i. Current IHSAA physical form (The physical examination must occur between April 1 and the student athlete's first participation.);
    ii. Registered in FinalForms with completed signatures for Concussion and Sudden Cardiac Arrest forms, Consent & Release form, Drug Testing Policy, Code of Conduct, and Transportation form.

E. Inappropriate Behaviors That Will Be Addressed

a. General Conduct (violation of local, state, or federal laws, felonies, misdemeanors, acts of delinquency, or behavior that discredits the team/school). Consequences for each offense are subject to administrative decision making, and can be increased based on severity of the incident.
    i. First offense: Minimum 1 contest suspension up to 50% season suspension.
    ii. Second offense: Minimum 50% season suspension up to 365 day suspension.
    iii. Third offense: The student-athlete shall be suspended from athletic participation for the remainder of the student athlete's high school career.

b. Alcohol, Drugs, Tobacco (including vapes, e-cigs, etc.)
    i. First offense: 25% season suspension and successfully complete a drug test prior to their return to play and at least one random test during the season to be administered by FCHS at the expense of the parent/guardian.
    ii. Second offense: 50% Suspension complete a drug test prior to their return to play and at least one random test during the season to be administered by FCHS at the expense of the parent/guardian. The student-athlete must also complete an educational program through an approved resource.
    iii. Third offense: The student-athlete shall be suspended from athletic participation for the remainder of the student athlete's high school career.

c. Social Media/Harassment/Bullying/Hazing
    i. Consequences for each offense are subject to administrative decision making, and can be increased based on severity of the incident. Disciplinary actions may include, but are not limited to; warning, remediation, suspension, exclusion, or termination.
    ii. Examples:
        1. The use of violence, force, coercion, threat, intimidation, passive resistance, or other conduct constitutes an interference with the athletic program or any school activities. Student-athletes are responsible for the information contained in written or electronic transmissions (i.e.,e-mail) and any information posted on the public domain (i.e., Twitter, Facebook, etc.). Inappropriate or embarrassing information or pictures should not be posted in any public domain. Student-athletes are not precluded from participation in such online social networks; however, student-athletes should be reminded that they serve as

representatives of their team, the athletic program, and Franklin Community Schools.

2. Texting, tweeting, and uses of other social networks to disparage or criticize the team, other students, opponents, coaches, or other school personnel is inappropriate behavior and unbecoming of a Franklin Community High School student-athlete. Any individual identified on a social networking site that depicts illegal or inappropriate behavior, due to the Conduct Code or other policy, will be considered in violation and subject to athletic discipline or suspension per policy guidelines. Students have a duty to report hazing to a principal or any staff member. Students may use the STOPit anonymous reporting app or website to make a report.

F. Other Provisions

a. Honesty Clause
   i. If the student-athlete is found to be dishonest during an investigation, their consequence will advance to the next highest level of their infraction.
b. Calculating Consequences
   i. An athletic season is defined as the time from the first official practice until elimination from the IHSAA tournament or completion of the scheduled contests if there is no IHSAA tournament.
   ii. The percentage of contests suspended will be calculated using the total number of scheduled contests including pre-season IHSAA interschool scrimmages if it is applicable. The minimum penalty is one contest.
   iii. All suspensions will be based on the number of scheduled contests at the lowest level at which the student-athlete participates. If a student-athlete participates in two athletic teams during the same athletic season, the same penalties will apply to each sport.
   iv. Any penalty imposed under this policy shall apply to any athletic team in which the student-athlete is participating at the time the penalty is imposed and to any athletic team in which the student-athlete might choose to participate during the term of the penalty.
   v. In the event the penalty is not completed in the student athlete's current athletic season, the number of suspended contests remaining on the penalty will carry over into the next athletic season.
   vi. If a student-athlete is not participating in an athletic season at the time a violation of this policy is confirmed, the penalty will apply to any subsequent athletic season in which the student-athlete participates and shall remain in effect until successfully served.
   vii. A suspension is only considered fulfilled if the student-athlete completes the athletic season in good standing. A student-athlete must serve his/her suspension in a sport that he/she participated in during the previous school year. If a student-athlete did not participate in a sport during the previous school year, the student-athlete will serve the suspension in the next sport season in which he/she participates.

G. Athletic Code Appeals

a. A student-athlete who has been penalized for violating the Franklin Community High School athletic code may have the right to an appeal. The consequence set forth by the athletic

department will remain in effect until the appeal process has been completed. A student-athlete may appeal a penalty, to the building principal or designee, under one of the following situations:

i. New evidence has been discovered that was not presented to the athletic department prior to the penalty.

ii. The athlete feels that there is an extenuating circumstance involved with the detail(s) of their situation that is not addressed by the verbiage and/or intent of the athletic code of conduct.

iii. The athlete wishes to pursue other methods of consequences such as extensive community service in order to reduce their penalty and/or be reinstated to participate in activities such as practice or off-season conditioning. This situation is applicable for 365 days or career term suspensions. The student-athlete is responsible for organizing, planning, and presenting the community service activity to the Athletic Director, Principal, or Principal's designee. The Athletic Director, Principal, or Principal's designee has the right to approve or amend the proposed plan to either reduce or to be reinstated to participate in activities such as practice or off-season conditioning. The student-athlete must submit their appeal to the principal or designee, in writing, within three school days after the student-athlete is notified of his/her penalty. (Email submissions of appeals are considered appropriate.) The appeal must describe which of the above categories the appeal is being filed under and provide all of the necessary detail to support the request for the appeal. The principal or designee will respond to the appeal request within two (2) school days of receiving the request. Upon receiving the written appeal the principal or designee will review its content. The principal or designee will then take one of three actions:

    1. Uphold the original suspension based on the information presented.
    2. Overturn or modify the original suspension. NOTE: Modification can also mean an increase in the original consequence assigned by the athletic department if the appeals committee does not feel that the code of conduct was properly implemented.
    3. Assign the matter to an appeals committee to make the final determination. The hearing will occur within three (3) school days of the principal's determination to assign the matter to an appeals committee. A building administrator will chair the hearing committee. The administration will appoint a hearing committee of two (2) coaches from a different sport and two (2) non-coaching faculty members. The hearing committee will decide to support, modify, or rescind the suspension. NOTE: Modification can also mean an increase in the original consequence assigned by the athletic department if the appeals committee does not feel that the code of conduct was properly implemented.The principal's decision on this matter is considered final. If the matter is referred to an appeals committee,the committee's decision is considered final.

FRANKLIN COMMUNITY SCHOOLS ACCEPTABLE USE POLICY (AUP) AND GUIDELINES

RULES AND CODES OF ETHICS RELATING TO SCHOOL COMPUTER USERS AVAILABLE ON THE FRANKLIN COMMUNITY SCHOOL CORPORATION WEBSITE:
WWW.FRANKLINSCHOOLS.ORG

The Franklin Community Board of School Trustees and the Franklin Community School s (FCS) are committed to the effective use of technology to enhance the quality of student learning and the efficiency of FCS operations. It also recognizes that safeguards have to be established to ensure that FCS investment in both hardware and software is achieving the benefits of technology and inhibiting negative side effects. The goal of providing these services is to promote educational excellence by facilitating resource sharing, innovation, and communication. The educational value of the Internet is the joint responsibility of students, parents, and FCS employees.

This policy is established not only for proper acquisition of technology but also to ensure that staff and students are making appropriate and ethical use of the computers and other equipment as well as any networks that may be established. This policy is issued to students annually in the student handbook. Students of appropriate age are required to sign that they have read the student handbook. In addition, the AUP is available in every building in the district, on the network, and on the FCS website. A copy of the AUP will be provided to all new employees.
The provisions of this policy are subordinate to local, state, and federal law. Students who do not abide by the AUP may suffer disciplinary action. Employees who do not abide by the AUP may also suffer disciplinary action, including, but not limited to, termination of their employment.

Acceptable Use Policy Administrative Guidelines

TELECOMMUNICATIONS

Today's accessibility to computers and people all over the world brings with it the availability of material that may not be considered to be of educational value. On a global network, it is impossible to control all materials and information. Eventually, users may discover some information to be controversial, vulgar, or otherwise inappropriate. Although FCS has incorporated Internet filtering software, there are no guarantees the user cannot access inappropriate sites. The educational benefits of the Internet far outweigh the negative possibilities.

Children's Internet Protection Act (CIPA)
FCSC complies with the Children's Internet Protection Act by using filtering, tracking, and firewall technologies to monitor Internet activity.

Terms and Conditions
The Information Services Department (ISD) will provide technology components including hardware, software, and access to the network, and the Internet.
ISD has the responsibility to monitor and maintain security on all technology. All computers, telephone systems, electronic systems, and voicemail systems are the property of FCS. FCS retains the right to access and review all components of these systems. Students and employees should have no expectation that any information contained on or in any of these systems is confidential or private. Information may be reviewed with or without student or employee knowledge or permission. The use

of passwords does not guarantee confidentiality and FCS retains the right to access information in spite of the existence of a password.

When accessing the Internet via an FCS networked computer, every site visited and the duration of time spent at each site are logged and tracked based on the user's login and the computer that is being used.

A review of any logs, technologies, and systems will only be done in the ordinary course of business for a legitimate reason. Searching for inappropriate use is a legitimate reason to review any logs, technologies, systems, computers, or voicemails. Any information discovered would be limited to those who have a specific need to know that information. Administrators and supervisory staff authorized by the Superintendent have the authority to search and access information electronically.

1. Account Use:

Each technology user in FCS will be provided with all necessary accounts. Accounts will be maintained and monitored by ISD.

A. Users are responsible for their accounts and should take appropriate measures to prevent unauthorized access to their account(s) and equipment.

B. Use of another user's account(s) is prohibited.

C. Account passwords are to be distributed only to the individual account user.

D. Copying, changing, reading, or using files of another user without their consent is prohibited.

E. Unauthorized access to system programs or computer equipment is prohibited.

F. A student must have permission to use computer equipment and software.

H. Students are not to use adult workstations without prior permission.

I. Mass storage devices (CD, DVD, USB, etc.) may be used for personal and professional purposes. However, they are never to be used for storage, transfer, or use of materials that are inappropriate, illegal or in violation of copyright laws. The users creating or in possession of mass storage devices containing such material will be responsible for it.

2. Privileges:

The use of FCS technological systems is a privilege, not a right, and is subject to regulation, inspection, denial and discipline for misuse. The individual user accepts the responsibility for the ramifications and consequences of any inappropriate use of the account, and further accepts that the attitudes and perceptions of others can determine appropriateness.

3. Acceptable Use:

Use of network accounts should pertain to educational research or communications consistent with FCS educational objectives and policies. Therefore, Internet access will be limited to educationally appropriate sites during all assigned instructional or supervisory times. Personal use of accounts within the confines of the AUP may occur before 7:50 am and after 2:55 pm on school days and during any duty-free time or on days school is not in session. The user, with the understanding that he or she may need to justify the site(s) to a peer, administrator, parent, or the general public, determines educationally appropriate sites. Transmission of any material in violation of any U.S. or state regulation is prohibited at all times. Furthermore, students and employees are strictly prohibited from transmitting material that is copyrighted, threatening, or obscene, or may be construed as political lobbying. At no time are FCS accounts to be used to receive or transmit any form of digital, electronic, tape, or wireless transmission of material containing obscene, vulgar, threatening, or inappropriate material. Sexting is also a violation of this policy.

4. Software Policies:

Software installation is the loading of a computer program(s) on workstations or networks.

A. Software Programs:

1. ISD must be notified and grant permission prior to the loading of programs onto school-owned computers. FCS is not responsible for programs not approved by ISD or

any problems caused by or related to such programs. ISD reserves the right to delete any programs or files.

2. Unless otherwise stated in the software's license agreement, users cannot legally load software on more than one computer or onto the network.
3. Users may not load software on any FCS computer. The building TR/RA will install any software on any FCS computer. The software documentation must be accessible to the TR/RA at any time.

B. Purchasing Policies:

1. ISD must be informed of and approve all potential software purchases intended for any FCS workstation or network installation.
2. Corporation-wide software is purchased with corporation funds via ISD and in most cases will be networked or Internet-accessible.

5. Web Page Policies:

After receiving adequate training, FCS employees may create web pages. Each web page must have ISD approval. The creation of websites by students must be done under the supervision of an appropriate staff member. All websites must reflect the professional image of FCS.

The purpose of such websites is to create a technology-rich environment that provides opportunities within the school community to communicate, gather and process information. The following criteria should be used to guide the development of websites:

A. Educate:

Content provided on the website should be suitable for and usable by students and teachers to support the curriculum and FCS objectives as listed in the Corporation's Strategic Plan.

B. Inform:

Content may inform the community about the school, teachers, or departments, including information about curriculum, events, class projects, student activities, departmental policies, and other FCSC-related events and activities.

C. Communicate:

Content may provide an avenue to communicate with the community. The information contained on the website should reflect and support FCS Mission Statement, Education Philosophy, and the Academic Improvement Process. All links included on the pages must also meet the above criteria and comply with State and federal law (e.g. copyright laws, FERPA, and CIPA). Under no circumstances is a website to be used for commercial purposes, advertising, political lobbying or to provide financial gains for any individual. Web pages should reflect an understanding that both internal and external audiences will view the information.

D. Group Pictures:

Group photographs of a general nature may be used on the Internet for legitimate school purposes. A group picture is two or more people without any individual identifying description.

E. Student and Employee Information:

Web site(s) are not to provide personal information about students without written permission from the student's parent or guardian. Employees may provide personal information about themselves at their own discretion.

6. Network Etiquette:

Users are expected to abide by the generally accepted rules of network etiquette. It is expected that staff members will provide guidance and instruction to students on the appropriate use of the Internet. These include, but are not limited to, the following:

A. Any speech transmitted by the use of a school computer does not constitute speech in a "Public Forum" and is subject to regulation by the administration.

B. Students and employees must use proper and courteous written language in messages. Vulgarities or any other inappropriate language is not allowed. Messages shall not contain profanity, obscene comments, sexually explicit material, or expressions of bigotry, racism, violence, threats, or hate. All communications (i.e. list serves, e-mail, instant messaging, etc.) containing any material listed above is prohibited.
C. Students are prohibited from broadcasting, instant messaging, or chatting with other users inside or outside of the FCS network unless given explicit permission by an appropriate staff member.
D. It is prohibited to access, upload, download, or distribute violent, threatening, pornographic, obscene, sexually explicit or inappropriate materials. Circumventing the CIPA filter by use of a proxy or other means is strictly prohibited.
E. Students shall not reveal personal information about themselves or others. If it is deemed necessary for employees or students to reveal student personal information, written permission from the student's parent or guardian must be obtained.
F. Employees may provide personal information about themselves at their own discretion. Employees are not to provide protected information about other employees without permission from that employee. Public information about employees that may be provided by other employees includes name, position, grade or subject taught, e-mail address, phone number of school/building, office/classroom, extra-curricular responsibilities, and verification of employment.
G. E-mail is not private and can be examined by the System Administrator when necessary. E-mail relating to or in support of illegal activities shall be reported to the authorities. The forwarding of chain letters is prohibited without the consent of the recipient(s).
   E-mail is accessible to K-8 students on a limited basis under teacher supervision. High school students have individual email accounts. High school students shall not mass email without the approval of the high school administration. Mass email is defined as any unsolicited mailing in which the message is sent to a subset of Franklin Community Schools addresses.
H. The network shall not be used in such a way as to disrupt its use by others. Outside of ISD personnel, installing any technology onto the network is forbidden. Communications and information accessible via the network is the property of FCS and are not the private property of any individual.
I. Copying, downloading, etc., without the implied or direct permission of the provider or in violation of any state or federal law, including copyright laws, is prohibited and may result in disciplinary action.
J. Although users are encouraged to use shared drives established by ISD (i.e. "Q") for cooperative work, the process of enabling file sharing via the network is prohibited. This includes web-based software such as Imesh, Napster, or the like.

7. Warranties and Responsibilities:

FCS makes no warranties of any kind, whether expressed or implied, for the services it provides. FCS will not be responsible for any damages suffered for any reason, including loss of data for any reason. Use of any information obtained via the network is at the user's own risk. FCS is not responsible for the accuracy or quality of information obtained through this service.

8. Vandalism:

Vandalism is defined as any attempt to harm or destroy data or equipment. This includes, but is not limited to: the creating or transferring of computer viruses, changing of system defaults or passwords, destroying network data, or damaging computer equipment. Anyone responsible for vandalism is subject to denial of privileges, discipline, and repair or replacement costs.

9. Unsolicited On-Line Contact:

Students of FCS are prohibited from responding to any unsolicited online contact. It is the student's responsibility to notify an instructor of any such instance. The instructor will then notify ISD. Although Internet filtering is used by FCS, some materials accessible via the Internet may contain items that are illegal, defamatory, inaccurate, violent, sexually explicit, or potentially offensive to some people.

10. Commercial Use by Students:

Goods and services purchased by students via the Internet could result in unwanted financial obligations for which students and their parents or guardians may be liable.

11. Indemnification:

In consideration of FCS providing the user with access to computer equipment, software, and the network, employees, students, and student's parents and guardians agree to hold FCS harmless. All parties involved agree to indemnify FCS from any and all liability; loss or damages FCS may suffer as a result of claims, demands, attorney's fees, costs, or judgments against FCS arising out of the user's violation of this policy.

12. Consequences:

Violations of this policy may result in disciplinary action by FCS. It is a criminal act under Indiana law to access a computer system and/or damage or alter a computer program, data, or hardware without the consent of the computer owner. Indiana Code § 35-43-1-4 defines computer tampering, a Class D felony, as the knowing or intentional alteration or damage to a computer program without the consent of the owner. Indiana Code § 35-43-2-3 defines computer trespass, a Class A Misdemeanor, as a knowing or intentional access to a computer system network or a part thereof without the consent of the owner. Additionally, there are other criminal offenses dealing with theft and criminal mischief with similar or greater penalties of imprisonment.FCS Board approved 6/12/95, 1/16/96, 3/11/96, 6/12/00, 7/10/00, 4/9/01, 3/11/02, 5/10/04, 6/11/07, 5/13/13, 5/12/14, 6/12/17

Book	Policy Manual
Section	2000 Program
Title	NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2266
Status	Active
Adopted	January 11, 2021

2266 – NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES Introduction

The School Board of the Franklin Community School Corporation (hereinafter referred to as "the Board" or "the Corporation") does not discriminate or tolerate harassment on the basis of sex in its education programs or activities which it operates or the employment therein or admission thereto, as required by Title IX of the Education Amendments of 1972 and its implementing regulations.. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits Sexual Harassment. When the Corporation has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Members of the Corporation Community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. Third Parties who engage in Sexual Harassment also are subject to the disciplinary sanctions listed in this policy. The Board will provide persons who have experienced Sexual Harassment supportive measures/ongoing remedies as reasonably necessary to restore or preserve access to the Corporation's education programs and activities.

Coverage

This policy applies to all 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 grounds immediately before, during, or immediately after school hours; in any school program or activity taking place in school facilities, on school transportation, or at any other off-campus locations, such as school-sponsored field trips or a training program; or using property or equipment provided by the school, including school-owned computers and the school's computer network.

Except as provided above, this policy does not apply to Sexual Harassment that occurs off school grounds, in a private setting, and outside the scope of the Corporation's education programs and activities; such Sexual Misconduct/Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws, and/or Employee/Administrator Handbook(s) if committed by a Corporation employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the Corporation's education programs or activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student or by Board policies and administrative guidelines, applicable State and/or Federal laws, and/or Employee/Administrator Handbook(s) if committed by a Corporation employee.

25-26 Handbook Revisions

Page 5

~~**If a student accumulates 10 or more unexcused absences, per Indiana Code 20-19-9-5, they are considered habitually truant and must be withdrawn from the Virtual Learning Experience.**~~

If a student accumulates 10 consecutive or 18 cumulative unexcused absences, per Indiana Code 20-19-9-5, they are considered habitually truant and must be withdrawn from the Virtual Learning Experience

~~Page 45-47~~

~~FCVS awards three types of diplomas: Core 40 Diploma, Core 40 with Academic Honors Diploma, and Core 40 with Technical Honors Diploma. The appropriate number of credits is required for all diplomas and meeting the requirements for Graduation Pathways (See Graduation Pathway requirements below). This includes completing a Senior Project. All students must be enrolled in courses leading to either the Core 40 or the Academic Honors/Technical Honors Diploma. If a student fails to meet the requirements of the Core 40 Diploma, a General Diploma may be awarded if a petition or waiver is approved.~~

~~**CORE 40 DIPLOMA (40 credits)**~~

~~The State of Indiana has developed a program of educational expectations for Indiana high school students. These expectations are called Indiana Core 40. Indiana Core 40 applies to all students. Students must meet Core 40 requirements to be considered for admission to an Indiana four-year college or university. Students should meet Core 40 requirements to ensure success in one and two-year colleges and technical training programs.~~

~~8 credits ENGLISH: 2 credits English 9 or English 9 Honors;~~
~~2 credits English 10 or English 10 Honors~~
~~2 credits English 11, AP Lit or AP Lang~~
~~2 credits in English 12, AP Lit/AP Lang or 2 credits in English electives~~
~~6 credits SOCIAL STUDIES: 2 credits of Geography or World History~~
~~2 credits of US History~~
~~1 credit of United States Government~~
~~1 credit of Economics~~
~~6 credits MATHEMATICS: 2 credits of Algebra I or Integrated Math I~~
~~2 credits of Geometry/Geometry Honors or Integrated Math II~~
~~2 credits of Algebra II/Algebra II Honors or Integrated Math III~~
~~NOTE: Students must take a math or quantitative reasoning course each year in high school and must take math through their junior year.~~
~~6 credits of SCIENCE: 2 credits of Biology~~

2 credits of Chemistry or Physics or Integrated Chemistry/Physics
2 credits of elective science
1 credit of HEALTH AND WELLNESS
2 credits of PHYSICAL EDUCATION/WEIGHTS
11 ELECTIVE CREDITS from World Languages, Fine Arts or Career and Technical

CORE 40 WITH ACADEMIC HONORS DIPLOMA (47 credits)

The Indiana Academic Honors Diploma is available to students who complete a rigorous course of study. This diploma requires 47 credits. The Academic Honors Diploma will be noted on the student's official transcript. Students who qualify for college financial aid may receive higher awards with this diploma. Students must complete all requirements for the CORE 40 and these additional items:

ONE of the following: 4 credits in AP courses with AP exams; 6 college credits from the DOE approved list; a combination of 2 credits in AP courses/exam and 3 college credits from the DOE approved list.; ACT score of 26 composite.

Also, students must have:

- 2 additional math credits for a total of 8 math credits taken in high school.
- No less than a C- in all courses counting for the diploma
- A minimum grade point average (GPA) of 3.00 upon graduation.
- 6 credits of one world language OR 4 credits of one world language AND 4 credits of a second world language
- 2 credits of FINE ARTS

CORE 40 WITH TECHNICAL HONORS DIPLOMA (47 credits)

Complete all requirements for the Core 40.

Earn 6 credits in the college and career preparation courses in a state-approved College & Career Pathway and one of the following:

- State approved, industry recognized certification or credential, or
- Pathway dual credits from the approved dual credit list resulting in 6 transcripted college credits
- Earn a grade of "C" or better in courses counting for the diploma
- Have a minimum GPA of 3.00
- Complete ONE of the following options:
- Complete one of the option of the Core 40 with Academic Honors
- Earn the following scores or higher on WorkKeys: Reading for Information – Level 6, Applied Mathematics – Level 6, and Locating Information – Level 5
- Earn the following minimum score(s) on Accuplacer: Writing 250, Reading 259, Math 254

- Students must take a math course or a quantitative reasoning class each year enrolled in high school

GENERAL DIPLOMA (40 credits)

If a student fails to meet the requirements of the Core 40 Diploma, a General Diploma may be awarded if a petition or waiver is approved

- 8 Credits in English including Eng 9, Eng 10, Eng 11 and Eng 12.
- 4 Credits in Mathematics including 2 credits in Algebra I
    - 2 Credits of Mathematics or a quantitative reasoning course must be earned during either their junior or senior year
- 4 Credits in Science: 2 credits in Biology and 2 Elective Science Credits
- 2 Credits in Physical Education/Weights
- 1 Credit in Health
- 4 Credits in Social Studies including 2 credits in U.S. History, 1 Credit in U.S. Government, 1 Credit in Geography, World History or Economies
- 17 Elective Credits

GRADUATION REQUIREMENTS (cont.)

1. Students shall attend a minimum of six full semesters (See Early Grad Info). Summer school does not count when the number of semesters attended is considered. Students who wish to graduate in six or seven semesters should talk with their guidance counselor by the end of their freshman year in order to develop a plan to accomplish this goal. Students who have not completed Graduation Pathway requirements may not graduate early.
2. The Franklin Community Virtual School diploma will be granted when the principal has determined that the candidate has satisfied the basic graduation requirements.

Guidelines are as follows:

A. Credits earned at any state-accredited school(s) will be accepted.
B. Not all credits earned at other schools are acceptable for transfer to FCVS. Any credits through a non-accredited program will be evaluated by FCVS officials, who will determine if credits will be transferred, and the number of credits that will be accepted.
C. Transfer credits will only be weighted if the course is offered and weighted at FCVS.
D. Online courses will not be weighted.
E. All courses must be approved in advance by the administration and monitored by a counselor.

GRADUATION PATHWAYS

All students must complete Graduation Pathways. Students must complete three components to qualify for graduation:

1. Earn credits for diploma type (40 or more)

2. ~~Demonstrate Employability Skills that will be met by the completion of a Senior Capstone Project~~
3. ~~Post-Secondary Competency which can be met by AP Dual Credit courses (3); SAT, ACT, ASVAB score; CTE Concentrator; State Industry Certification; Academic Honors; Technical Honors – see your counselor for a comprehensive list and the requirements~~

COHORTS 2026-2028

FCVS awards three types of diplomas: Core 40 Diploma, Core 40 with Academic Honors Diploma, and Core 40 with Technical Honors Diploma. The appropriate number of credits is required for all diplomas and meeting the requirements for Graduation Pathways (See Graduation Pathway requirements below). This includes completing a Senior Project. All students must be enrolled in courses leading to either the Core 40 or the Academic Honors/Technical Honors Diploma. If a student fails to meet the requirements of the Core 40 Diploma, a General Diploma may be awarded if a petition or waiver is approved.

CORE 40 DIPLOMA (40 credits)

The State of Indiana has developed a program of educational expectations for Indiana high school students. These expectations are called Indiana Core 40. Indiana Core 40 applies to all students. Students must meet Core 40 requirements to be considered for admission to an Indiana four-year college or university. Students should meet Core 40 requirements to ensure success in one and two-year colleges and technical training programs.

8 credits ENGLISH: 2 credits of English 9 or English 9 Honors
2 credits of English 10 or English 10 Honors
2 credits of English 11, AP Lit or AP Lang
2 credits of English 12, AP Lit/AP Lang or 2 credits in English electives

6 credits SOCIAL STUDIES: 2 credits of Geography or World History
2 credits of U.S. History
1 credit of United States Government
1 credit of Economics

6 credits of MATHEMATICS: 2 credits of Algebra I
2 credits of Geometry or Geometry Honors
2 credits of Algebra II, Algebra II Honors or Analytical Algebra II
2 credits of Pre-Calculus, Calculus or other higher-level math.

NOTE: Students must take a math or quantitative reasoning course each year in high school and must take math through their junior year.

6 credits of SCIENCE: 2 credits of Biology
2 credits of Chemistry or Physics or Integrated Chemistry/Physics
2 credits of elective science

1 credit of HEALTH AND WELLNESS
2 credits of PHYSICAL EDUCATION/WEIGHTS
11 ELECTIVE CREDITS from World Languages, Fine Arts or Career and Technical

CORE 40 WITH ACADEMIC HONORS DIPLOMA (47 credits)

The Indiana Academic Honors Diploma is available to students who complete a rigorous course of study. This diploma requires 47 credits. The Academic Honors Diploma will be noted on the student's official transcript. Students who qualify for college financial aid may receive higher awards with this diploma. Students must complete all requirements for the CORE 40 and these additional items:

ONE of the following: 4 credits in AP courses with AP exams; 6 college credits from the DOE approved list; a combination of 2 credits in AP courses/exam and 3 college credits from the DOE approved list.; SAT score of 1750 on combined critical reading, math, and verbal with a minimum of 530 on each or ACT score of 26 composite or earn 4 credits in IB courses and take corresponding IB exams.
ALSO, students must have:

- 2 additional math credits for a total of 8 math credits taken in high school.
- No less than a C- in all courses counting for the diploma
- A minimum grade point average (GPA) of B- upon graduation.
- 6 – 8 credits of WORLD LANGUAGE
    - 6 credits of one world language OR 4 credits of one world language AND 4 credits of a second world language
- 2 credits of FINE ARTS
    - 2 credits in any combination of art or music

CORE 40 WITH TECHNICAL HONORS DIPLOMA (47 credits)
Complete all requirements for the Core 40.
Earn 6 credits in the college and career preparation courses in a state-approved College & Career Pathway and one of the following:

- State approved, industry recognized certification or credential, or
- Pathway dual credits from the approved dual credit list resulting in 6 transcripted college credits
- Earn a grade of "C" or better in courses counting for the diploma
- Have a minimum GPA of B-
- Complete ONE of the following options:
    - Complete one of the option of the Core 40 with Academic Honors
    - Earn the following scores or higher on WorkKeys: Reading for Information – Level 6, Applied Mathematics – Level 6, and Locating Information – Level 5
    - Earn the following minimum score(s) on Accuplacer: Writing 250, Reading 259, Math 254
- Students must take a math course or a quantitative reasoning class each year enrolled in high school

GENERAL DIPLOMA (40 credits)
If a student fails to meet the requirements of the Core 40 Diploma, a General Diploma may be awarded if a petition or waiver is approved

8 credits ENGLISH:	2 credits of English 9 2 credits of English 10 2 credits of English 11 2 credits of English 12 or 2 credits in English electives
5 credits SOCIAL STUDIES:	1 credits of Economics, Geography or World History 2 credits of U.S. History 1 credit of United States Government
4 credits of MATHEMATICS:	2 credits of Algebra I 2 credits of other math courses

NOTE: 2 Credits of Mathematics or a quantitative reasoning course must be earned in their junior and senior year

4 credits of SCIENCE:	2 credits of Biology 2 credits of Elective Science

1 credit of HEALTH AND WELLNESS
2 credits of PHYSICAL EDUCATION/WEIGHTS
16 ELECTIVE CREDITS

COHORTS 2029 AND BEYOND

NEW INDIANA DIPLOMA (42 credits)

8 credits ENGLISH:	2 credits of English 9 or English 9 Honors 1 credit of Communications-focused English 4 credits of English electives
6 credits SOCIAL STUDIES:	2 credits of World Perspectives 2 credits of U.S. History 1 credit of United States Government 1 credit of Economics
7 credits of MATHEMATICS:	2 credits of Algebra I 1 credit of Personal Finance 4 credits of Elective Math
7 credits of SCIENCE:	2 credits of Biology 1 credit of Computing Foundations for a Digital Age 2 credits of additional science 2 credits of STEM-focused courses

1 credit of HEALTH AND WELLNESS
1 credit of PHYSICAL EDUCATION/WEIGHTS
1 credit of PREPARING FOR COLLEGE AND CAREERS
12 ELECTIVE CREDITS from World Languages, Fine Arts or Career and Technical

HONORS SEALS

Students may earn one or more Honors Seal under the titles of Enrollment, Employment or Enlistment & Service. These will be noted on the student's official transcript. Students must complete all requirements for the the New Indiana Diploma and these additional items:

ENROLLMENT HONORS SEAL:

- Complete at least 4 World Language credits and 6 Social Studies credits
    - World Language credits must all be in same language
- Complete at least 8 Math credits
    - Algebra 1, Geometry, Algebra II, and Pre-Calculus or other advanced math course
- Complete at least 6 Science credits
    - Biology
    - Chemistry
    - Either Physics or another advanced lab science course
- Complete ONE of the following:
    - Earn 4 credits in AP plus the AP exam
    - Earn 6 college credits
    - Score a 1250 on SAT or 26 on ACT
    - Earn 3 college credits and 2 AP credits plus the exam

EMPLOYMENT HONORS SEAL:

- Complete one of the following:
    - Market-driven credential of value aligned to a specific occupation
    - 3 courses in a Career and Technology Education (CTE) pathway
    - An approved career preparation experience align to Indiana CSA program
    - An approved, locally-created pathway
- Complete 150 hours of work-based learning (may include multiple experience that are paid, unpaid, on-site, or simulated)

- Demonstrate skill development in Communication, Collaboration, and Work Ethic
- Meet attendance goal

ENLISTMENT & SERVICE HONORS SEAL:

- Complete one of the following:
    - Introduction to Public Service course
        - Emphasis on developing an awareness of the physical standards and character required for service
    - One year of JROTC in high school
- Achieve a score of 31 on the ASVAB and complete one of the following:
    - All three components of the Career Exploration Program
    - A career exploration tool approved the the IDOE
- Meet attendance goal
- Demonstrate skill development in Communication, Collaboration, and Work Ethic
    - Externally verified through a mentorship experience with current military personnel, veterans, or other public safety professionals

HONORS PLUS SEALS

Students may earn one or more Honors Seal under the titles of Enrollment, Employment or Enlistment & Service and can earn an additional Honors Plus Seal. These will be noted on the student's official transcript. Students must complete all requirements for the the New Indiana Diploma, an Honors Seal, and these additional items:

ENROLLMENT HONORS PLUS SEAL:

Students who earn this seal will be granted automatic admission to some public Indiana postsecondary institutions including but not limited to Indiana University, Purdue University, and Ball State.
Students must earn an Employment Honors Seal PLUS:

- Earn a credential of value:
    - Indiana College Core
    - AP Scholar with Distinction
    - Associate Degree
    - Technical Certificate
- Complete at least 75 hours of work-based learning (may include multiple experiences that are paid, unpaid, on-site, or simulated)
- Demonstrate skill development in communication, collaboration, and work ethic

EMPLOYMENT HONORS PLUS SEAL:

Students must earn an Employment Honors Seal PLUS:

- Earn a mark-driven credential of value that may include:
    - Associate degree
    - Technical certificate
    - Indiana College Core
    - Advanced industry certificate
- Complete additional work-based learning (total of 650 hours in one or more experience) that may include:
    - Pre-Apprenticeship
    - Modern Youth Apprenticeship
- Demonstrate skill development in communication, collaboration, and work ethic

ENLISTMENT AND SERVICE HONORS PLUS SEAL:

Students must earn an Enlistment and Service Honors Seal PLUS:

- Complete one of the following:
  - Achieve a score of 50 or higher on the ASVAB
  - Enrollment in ROTC at the collegiate level
  - Acceptance to a service academy
- Demonstrate excellence in leadership through one of the following:
  - Completion of at least 100 hours of public service
  - Holding a leadership role in a co/extracurricular activity
  - Completion of two seasons of a team-based physical sport or activity

GRADUATION REQUIREMENTS (cont.)

1. Students shall attend a minimum of six full semesters (See Early Grad Info). Summer school does not count when the number of semesters attended is considered. Students who wish to graduate in six or seven semesters should talk with their guidance counselor by the end of their freshman year in order to develop a plan to accomplish this goal. Students who have not completed Graduation Pathway requirements may not graduate early.
2. The Franklin Community Virtual School diploma will be granted when the principal has determined that the candidate has satisfied the basic graduation requirements.

Guidelines are as follows:

a. Credits earned at any state-accredited school(s) will be accepted.

b. Not all credits earned at other schools are acceptable for transfer to FCVS. Any credits through a non-accredited program will be evaluated by FCVS officials, who will determine if credits will be transferred, and the number of credits that will be accepted. Courses that transfer will not be weighted.

c. Indiana Online Academy, Courseware, and APEX online courses will not be weighted.

d. The maximum number of credits that may be earned from a combination of correspondence courses, online coursework, college courses, and night school is four unless approved through administration. All courses must be approved in advance by the administration and monitored by a counselor.

GRADUATION PATHWAYS

For the Classes of 2026-2028, all students must complete Graduation Pathways. Students must complete three components to qualify for graduation:

1. Earn credits for diploma type (40 or more)
2. Demonstrate Employability Skills that will be met by the completion of a Senior Capstone Project
3. Post-Secondary Competency which can be met by AP or Dual Credit courses (3); SAT, ACT, ASVAB score; CTE Concentrator; State Industry Certification; Academic Honors; Technical Honors, or Local Pathway – see your counselor for a comprehensive list and the requirements

For students Class of 2029 and beyond, all students must complete Graduation Pathways or earn an Honors Seal. Students must complete three components to qualify for graduation:

1. Earn credits for Indiana New Diploma (42 Credits)
2. Plus demonstrate Employability Skills and meet a Post-Secondary Competency through:
   a. Senior Capstone Project AND
   b. AP Dual Credit courses (3); SAT, ACT, ASVAB score; CTE Concentrator; State Industry Certification; Local Pathway (Band, Choir, Art, or JAG)

   OR

   a. Demonstrate Employability Skills and meet a Post-Secondary Competency through Honors Enrollment, Employment, or Enlistment & Service Seal – see your counselor for a comprehensive list and the requirements

Franklin Community Virtual School
2025-2026

Student and Parent Handbook

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In alignment with the district's strategic plan and to better serve the needs of our students and families, Franklin Community Schools (FCS) is expanding educational options for students. Beginning in the 2024-2025 school year, FCS will offer a K-12 virtual learning experience powered by Edmentum EdOptions Academy (K-5) and Indiana Online (6-12). All learning partners are fully accredited virtual learning providers.

Board Approved: PENDING

MISSION STATEMENT

Together, we empower greatness in all learners through collaboration, dynamic partnerships, and rich experiences that develop a
world-class learning environment.

VISION

Franklin Community Schools - where education is
student-centered and innovative and learners are inspired to become great!

BELIEFS

In a safe and nurturing environment, students:
*Learn at different rates and in different ways
*Learn more effectively while actively engaged
*Develop positive relationships with adults and peers

GUIDING PRINCIPLES

Individual Student Growth

Franklin Community Virtual School will provide learning
experiences that maximize individual student potential.

Communication

Franklin Community Virtual School will share and receive
information in a clear, concise, and timely manner.

Systemic Continuous Improvement

Franklin Community Virtual School will utilize a fluid process that engages stakeholders in defining, analyzing, and evaluating possible solutions.

Collaboration

Franklin Community Virtual School will provide opportunities for students, parents, and staff to work together to achieve common goals.

Trust

Franklin Community Virtual School will build an atmosphere of
confidence through an open and transparent environment.

Franklin Community Virtual School (FCVS)

Families and students are responsible for all information in this handbook.

A student may register at FCVS if the following enrollment criteria are met:

- Proof of Indiana residency (IC 20-19-9-6) and, if appropriate, out-of-district transfer approval,
- Reliable internet connection,
- Commitment to attend at least one semester in the virtual learning environment and abide by the engagement and attendance expectations,
- Signed and submitted parent/student contract,
- Registration completed prior to the deadline, and
- Student and parent/guardian attendance at required orientation meetings (IC 20-19-9-2 & IC 20-19-9-3).

A transition to FCVS may occur only during allowed registration periods. However, other circumstances may require a transition from the traditional learning environment to the virtual learning space. The following considerations are only examples and do not encompass all possibilities.

(1) A family may provide credible documentation from a medical professional stating a virtual learning environment is in the best interest of the student.
(2) A case conference committee may decide that a transition to the virtual environment is in the best interest of the student.
(3) An expulsion examiner or building administrator, in consultation with a student and their family, may decide that a virtual learning environment is in the best interest of the student.

To remain in the virtual learning environment, students must maintain academic good standing (GPA > 2.0) and good attendance (≤ 5 unexcused absences/semester). Further, high school students must continue adequate progress toward graduation by earning at least 5 credits each semester. If allowable by Indiana law, the FCVS principal may decide if a probationary semester is appropriate.

Indiana Code (IC 20-19-9-3) requires FCVS to remind families that “a person who knowingly or intentionally deprives a dependent of education commits a violation” under IC 35-46-1-4.

To participate in the virtual learning environment, students must have a reliable internet connection. Students must sign and comply with FCS Policy A300: Responsible Use of Technology and Internet Use Policy.

Franklin Community Virtual School: Full-time Virtual Opportunities

Grades K-5 - Powered by EdOptions Academy

- Learning takes place at home
- Monday-Thursday Attendance Requirements: Daily engagement with an EdOptions Teacher in ELA/literacy, math, science, and social studies (synchronous attendance in all four classes); Plus recorded online engagement in asynchronous class(es) or assignments outside of class for at least one hour/day = 5 hours/day of attendance total
- Friday Attendance Requirements: Recorded online engagement in asynchronous class(es), meeting(s) with teacher(s), remediation, extension, or assignments for at least five hours = 5 hours of attendance
- Asynchronous elective options provided
- Grade-level, standards-based material in all core subject areas including specials
- Consistent feedback from and engagement with certified EdOptions teacher
- Report card issued via FCS PowerSchool
- Services provided for all students with an IEP, ILP, and/or 504 Plan
- FCVS staff will serve as Teacher of Record for IEPs and/or ILPs
- FCVS counselor will serve as the case manager for 504 Plans
- Must participate **on-site** for all state-mandated assessments including, but not limited to, DIBELS (dyslexia testing), IREAD-3 (second and third grades), and ILEARN checkpoint and summative assessments (third and fourth grades)
- Communicate with Union Elementary via ParentSquare and the student's FCS email account (check regularly)
- Permitted to participate in after-school clubs and activities at Union Elementary

Grades 6-8 - Powered by Indiana Online

- Learning takes place at home
- Monday, Tuesday, Thursday, & Friday Attendance Requirements: Daily engagement with Indiana Online Teachers in ELA, math, science, and social studies (synchronous attendance in at least 50% of total enrollments); Plus recorded online engagement in asynchronous class(es) or assignments outside of class for at least two hours/day = 6 hours/day of attendance total
- Wednesday Attendance Requirements: Recorded online engagement in asynchronous class(es), meeting(s) with teacher(s), remediation, extension, or assignments for at least six hours = 6 hours of attendance
- Asynchronous elective options provided
- Grade-level, standards-based material in all core subject areas including specials
- Consistent feedback from and engagement with certified Indiana Online teachers
- Report card issued from FCS PowerSchool
- Services provided for all students with an IEP, ILP, and/or 504 Plan
- FCS teacher will serve as Teacher of Record for IEPs and/or ILPs
- FCVS counselor will serve as the case manager for 504 Plans

- Must participate **on-site** for all state-mandated assessments including, but not limited to, ILEARN checkpoint and summative assessments
- Communicate with FCMS via ParentSquare and the FCS student's email account (check regularly)
- Permitted to participate in after-school clubs and activities at FCMS

Grades 9-12 - Powered by Edmentum and Indiana Online

- Learning takes place at home
- Monday, Tuesday, Thursday, & Friday Attendance Requirements: Daily engagement with Indiana Online Teachers in ELA, math, science, and social studies (synchronous attendance in at least 50% of total enrollments); Plus recorded online engagement in asynchronous class(es) or assignments outside of class for at least two hours/day = 6 hours/day of attendance total
- Wednesday Attendance Requirements: Recorded online engagement in asynchronous class(es), meeting(s) with teacher(s), remediation, extension, or assignments for at least six hours = 6 hours of attendance
- Asynchronous elective options provided
- Grade-level, standards-based material in all subject areas
- Consistent feedback from and engagement with certified Indiana Online teachers
- Students must participate in a minimum of 5-6 classes and pass at least 5 per semester and remain on track for a Core 40 diploma (May supplement Indiana Online schedule with Edmentum if needed)
- The schedule developed in collaboration with the FCVS counselor
- Report card issued from FCS PowerSchool
- FCVS transcript and diploma
- Accommodations provided for students with an IEP and/or ILP
- FCVS staff will serve as Teacher of Record for IEPs and/or ILPs
- FCVS counselor will serve as the case manager for 504 Plans
- AP and Dual Enrollment courses available
- Must participate **on-site** for all state-mandated assessments including, but not limited to, ILEARN Biology, PSAT, and SAT
- May participate in afterschool clubs and activities, except IHSAA athletics
- Communicate with FCVS via ParentSquare and the student's FCS email account (check regularly)
- Complete Indiana Graduation Pathways requirements, including a senior project
- Participate in FCS Graduation exercises

Power behind the Learning Platforms

Edmentum EdOptions (K-5): EdOptions is a fully accredited online platform providing a synchronous virtual learning experience for students. Students are assigned a certified EdOptions instructor for each course they are enrolled in. Students are expected to interact with their EdOptions teacher each day school is in session. The EdOptions teacher (not an FCS employee) will communicate regularly with the student and their family to support the student's academic needs (including following IEPs, ILPs, and 504 plans). Grades and attendance are recorded by the EdOptions teachers.

Indiana Online (6-12): Students participate in live, synchronous classes with a certified Indiana Online teacher (not an FCS employee). Students will interact with a teacher four days a week (Monday, Tuesday, Thursday, and Friday). Wednesdays are reserved for office hours for students who need additional support. Grades and attendance are recorded by the Indiana Online teacher. Students needing or wanting additional classes may take one to two asynchronous courses via Indiana Online or Edmentum. Asynchronous courses are self-paced.

Edmentum Apex/Courseware (9-12): Students work completely self-paced, asynchronous through an online course. Students are expected to maintain a reasonable pacing schedule in order to complete coursework on time. Edmentum courses will be added to a high school student's Indiana Online schedule in collaboration with the FCVS counselor.

FCVS Academic and Other Policies

1. **Academic Calendar:** EdOptions and Indiana Online have their own academic calendars. However, the calendars are similar to FCS. Students will follow the FCS calendar for breaks, but EdOptions and Indiana Online may begin or end semesters at slightly different times. Families should attend to these slight discrepancies. All partners will collaborate with FCS and families on state-mandated testing dates.

2. **Attendance:** Students are required to virtually attend synchronous EdOptions and Indiana Online classes and to work consistently, following the pacing provided in Edmentum and Indiana Online, for asynchronous courses where daily activity is monitored. Students may work ahead each week.

   Students will be designated "In Attendance Virtual" or "VP" for attendance reporting to the state of Indiana via PowerSchool. Once again, students must maintain the pacing guidelines suggested by each program. Five or fewer absences during any one semester is acceptable. Failure to maintain an acceptable attendance record may result in an Attendance Conference with parents/guardians facilitated by the FCVS principal. Ongoing attendance difficulties may require removal from Franklin Community Virtual School.

   ****If a student accumulates 10 consecutive or 18 cumulative unexcused absences, per Indiana Code 20-19-9-5, they are considered habitually truant and must be withdrawn from the Virtual Learning Experience****

3. **Curricular Resources & Fees:** Students will be issued a Chromebook, case, and charger from FCS. Additionally, any other required materials or manipulatives will be provided by FCS or our learning partners. Students will check out these materials, as all FCS students do, and will be responsible for lost, stolen, or damaged devices or materials.

4. **Cyberbullying:** Cyberbullying is the use of the internet and related technologies (cell phones, smartphones, Chromebooks, etc.) to harass, hurt, embarrass, or humiliate other people. Using these technologies to act or speak in a deliberate, repeated, and hostile manner with the intent to harm others is also cyberbullying or cyberstalking. Cyberbullying of any kind is not tolerated at FCS.

5. **Discipline:** Like traditional students, virtual students are considered FCS students and are held accountable to the same policies and expectations.

6. **Grades:** Grades can be monitored in the relevant online platform at any time, but the grades are entered into PowerSchool at the close of the grading period each 9 weeks. Semester grades for high school courses will be documented on the Franklin Community Virtual School transcript. Students' grades will not be weighted at the high school level for courses taken at Franklin Community Virtual School.

7. **National Honor Society and other academic awards:** As with students taking traditional FCHS courses, students attending FCVS may qualify for academic honors and awards.

8. **Senior Project:** All students graduating from FCS will be required to complete the state-required Graduation Pathways for graduation. Seniors will need to complete a Senior Project as part of this graduation requirement. Students will work with the Grad Path Coordinator (GPC) to progress through project checkpoints along the way. These projects will require additional hours outside of class time to be completed. Seniors will have a final presentation at the conclusion of their projects. Students will not be eligible to graduate if they fail to complete their project.

9. **State Testing:** Students must participate in District and Statewide assessments on-site. By law, statewide assessments must be completed in person and will be administered by trained, certified FCS staff. FCS will collaborate with students, families, and online partners to communicate testing schedules in a timely manner.

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TITLE IX (STUDENT) SEXUAL HARASSMENT ALLEGATION PROCEDURE

General Policy Statement and Scope

Complaints that fall under this section are sexual harassment complaints in which a student is either the Complainant (alleged victim) or Respondent (alleged harasser).

The term "sexual harassment" as used in this procedure shall mean conduct based on sex, including, but not limited to failure to conform to stereotypical notions of masculine or feminine traits such as:

A. a Corporation employee conditioning the provision of an aid, benefit, or service of the Corporation on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);

B. unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Corporation's education program or activity; or

C. "sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

1. "Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

    A. Rape is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. Attempted rape is included.

    B. Sodomy is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

    C. Sexual Assault with an Object is using an object or instrument to penetrate unlawfully, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.

D. Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

E. Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.

F. Statutory Rape is sexual intercourse with a person who is under the statutory age of consent as defined by State law.

G. Consent refers to words, actions, inactions, or any other conduct that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.

H. Incapacitated refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

2. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:

a. a current or former spouse or intimate partner of the victim;

b. a person with whom the victim shares a child in common;

c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;

d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred;

e. or any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

3. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

4. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the

safety of others; or (2) suffer substantial emotional distress.

The term "consent" as applicable to this procedure shall mean an individual voluntarily agreeing, by words or actions, to the proposal of another individual. An individual may be incapable of consent due to mental or physical incapacitation. The vast majority of Corporation students are incapable of giving consent to sexual contact because Indiana law generally establishes the age of consent as 16.

The Corporation is committed to promptly responding to reports of sexual harassment. All reference to "days" within these procedures shall mean instructional days. The procedures described below may be subject to temporary delays based on good cause (e.g., law enforcement involvement, absence of a party, witness, or advisor, translation, or accommodation needs) with written notice to both parties explaining the reason for the delay.

Title IX Coordinator(s) The Board designates and authorizes the following individual(s) to oversee and coordinate the Corporation's Title IX compliance. Inquiries about the application of Title IX and its regulations may be referred to the Title IX Coordinator.

Title IX Coordinator
998 Grizzly Cub Drive, Franklin, IN 46131
317-346-8700
titleix@franklinschools.org

The Title IX Coordinator is responsible for monitoring and ensuring compliance with all non-discrimination and anti-harassment law. The Title IX Coordinator shall document all reports of discrimination or harassment and establish a protocol for recordkeeping. Nothing in this procedure shall supersede or substitute an employee's other mandatory reporting obligations including, but not limited to, reporting suspected child abuse and neglect and bullying.
The Title IX Coordinator shall report directly to the Superintendent except when the Superintendent is a Respondent. In such matters, the Title IX Coordinator shall report directly to the Board of School Trustees. Questions about this policy should be directed to the Title IX Coordinator.

Grievance Process

The Corporation's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before the imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent. All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will receive training regarding topics related to this process, including the definition of sexual harassment, the scope of the Corporation's education program and activity, and how to conduct these grievance procedures.

All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will objectively evaluate all relevant evidence – both inculpatory and exculpatory. Further, no credibility determination will be based on a person's status as a Complainant, Respondent, or witness.

Consistent with the law, the Corporation will presume the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
The Corporation will utilize the preponderance of the evidence standard when determining responsibility. The Corporation will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege. Further, questions or evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions or evidence are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant or to prove consent.

Report of Sexual Discrimination/Harassment

Anyone who believes that a student or staff member has possibly been the target of sexual harassment should immediately report the situation to an appropriate staff member such as a teacher, counselor, administrator, or the Title IX Coordinator. Any person may report sex discrimination, including Sexual Harassment, in person, by mail, by telephone, or by electronic mail, using the contact information for the Title IX Coordinator. **Any employee with reason to believe that a student or staff member has been the target of sexual harassment must report the behavior to their building-level leader, such as a principal.** If a Corporation employee fails to report an incident of Sexual Harassment of which the Corporation employee is aware, the Corporation employee may be subject to disciplinary action, up to and including termination.

The Corporation accepts anonymous reports submitted using the STOPit website. However, anonymous reports may hamper the Corporation's ability to respond to allegations of sexual harassment.

The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Board employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment.

The Board does business with Third Parties who are not students or employees of the Board. Notwithstanding any rights that a given Third-Party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or Third Party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any Third Party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly make false statements or knowingly submit false information during the grievance process, including intentionally making

a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct and the Employee/Administrator Handbook.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies and/or administrative guidelines, the applicable Student Code of Conduct, or Employee/Administrator Handbook(s).

Response to a Report and Supportive Measures

Upon receipt of a report, the Title IX Coordinator must promptly, usually within two (2) days, contact the Complainant to discuss the availability of supportive measures.

Supportive measures are non-disciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent. Such measures are designed to restore or preserve equal access to the Corporation's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Corporation's educational environment or deter sexual harassment.

Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, leaves of absence in the case of employees, increased security and monitoring of certain areas of the campus, and other similar measures.

In addition to discussing the availability of supportive measures, the Title IX Coordinator will also consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without filing a formal complaint, and explain to the Complainant the process for filing a formal complaint. The Title IX Coordinator will make contact with the Complainant in person, via phone, or via a virtual meeting in order for the Complainant to ask questions. If the Complainant is a student under the age of eighteen, the student's parent will be contacted simultaneously.

A "formal complaint" is a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting the Corporation investigate the allegation(s) of sexual harassment.

Even in instances where a Complainant chooses not to file a formal complaint, supportive measures may continue at the discretion of the Title IX Coordinator.

The Title IX Coordinator may decide to sign a formal complaint to investigate the allegation(s) of sexual harassment against the wishes of the Complainant where moving forward without an investigation would be unreasonable. Such circumstances may include but are not limited to, reports that indicate multiple Respondents, the involvement of a Corporation employee, and/or continued sexual harassment of the Complainant and others.

While there is on deadline by which a Complainant must file a formal complaint, the Corporation encourages Complainants to submit a formal complaint within ten (10) days of meeting with the Title IX Coordinator. In instances where enough time has passed that the Corporation cannot gather evidence, the Corporation may not be able to investigate.

The Corporation will offer supportive measures to a Complainant who is the subject of an anonymous report. However, should a Complainant desire to initiate the grievance process, the Complainant cannot remain anonymous or prevent the Complainant's identity from being disclosed to the Respondent.

Emergency Removal

Subject to limitations and/or procedures imposed by State and/or Federal law, the Corporation may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purpose of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any individual (including self) before or at any time during the proceedings described herein, that justifies removal. If the Corporation determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. See Policy Policy C375 – Suspension and Expulsion of Students with Disabilities, Policy C375 – Suspension and Expulsion of Students, Policy C375 – Due Process Rights, and Policy 5620 – Court Assisted Resolution of Suspension and Expulsion.

An emergency removal does not affect or modify any rights a student receiving special education may have under the IDEA, Section 504, or the ADA.

If the Respondent is a non-student employee, the Corporation may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the Corporation Community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

Notice

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice of the following to the parties (to the extent known) containing the following information:

A. notice of the Board's grievance process, including any informal resolution processes;
B. notice of the allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident if known. The written notice must:

1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be an attorney, and may inspect and review evidence;

3. inform the parties of any provision in the Student Code of Conduct, this policy, and/or Employee/Administrator Handbook that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of the investigation, additional allegations are uncovered and therefore investigated, the Corporation will provide a supplemental notice of the additional allegations to the parties whose identities are known.

Dismissal and Consolidation

In certain instances, the Corporation may dismiss or consolidate formal complaints. Such instances of dismissal include but are not limited to, when the alleged conduct, even if true, would not constitute sexual harassment, when the Respondent is a non-student or non-employee of the Corporation, or when a Complainant notifies the Title IX Coordinator they would like to withdraw the formal complaint. A dismissal does not preclude the Corporation from taking action under another provision of the applicable code of conduct, board policy, and/or employee handbook. If a formal complaint is dismissed, the Corporation will promptly inform the parties of the reason for dismissal and the right to appeal.

Further, the Corporation may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

Informal Resolution Process

Upon receipt of a formal complaint and after providing sufficient notice to the parties, the Corporation may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the allegations. The Corporation may not require the parties to participate in the informal process but instead must obtain the parties' voluntary, written consent to participate.

The informal process is not available to resolve allegations that an employee sexually harassed a student. Further, at any time during the informal process, any of the parties may end the informal process and initiate the investigation and determination process.

Investigation of a Formal Complaint of Sexual Harassment

Unless the Corporation dismisses a formal complaint or the parties resolve a formal complaint through the informal process, the Corporation will investigate the allegations of sexual harassment and make a determination regarding responsibility.

The burden of proof and collection of evidence rests with the Corporation. To that end, the Title IX Coordinator, in conjunction with a designated building-level leader, will conduct an investigation.
The means of investigating a formal complaint include, but are not limited to, the Complainant, Respondent, witness interviews, and review of documentation. The parties shall have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Corporation will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. Evidence or information related to the allegations under investigation may not be discussed by the parties, except with their chosen advisors. The parties may not substantially disrupt the educational environment. Absent extenuating circumstances, the collection of evidence for an investigation should conclude within thirty (30) days.

The parties may be accompanied to any meeting or proceeding related to the investigation by an advisor of their choice, who may be but is not required to be an attorney. Apart from a union representative accompanying an employee who is a party, employees are discouraged from serving as advisors to students.

Advisors may not be present on behalf of the party they accompany and should request or wait for a break in the meeting if they wish to interact with the Title IX Coordinator or building-level leader. Advisors may confer quietly with parties as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the party and their advisors should ask for a break or step out of the meeting. An advisor who disrupts the process will receive one warning, after which if continued disruption occurs the advisor will be removed from the meeting/proceeding. In such an event, the parties will be given the opportunity to reschedule and be accompanied by another advisor.

When the Title IX Coordinator and building-level leader have completed their collection of evidence, they will provide both parties with an equal opportunity to inspect and review any evidence obtained that is directly related to the allegations raised in the Formal Complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

The parties and any advisors must execute the provided non-disclosure agreement before they may receive the evidence for review. Following the execution of the non-disclosure agreement, the Title IX Coordinator and/or building level leader will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) calendar days to submit a written response, which the Title IX Coordinator will consider prior to the completion of the investigative report.

At the conclusion of the investigation, the Title IX Coordinator and building-level leader shall create an investigative report that fairly summarizes relevant evidence. At least ten (10) days prior to the time of determination, the Title IX Coordinator and building level leader will send the report in an electronic format or a hard copy to each party and the party's advisor, if any, for their review and written response.

Determination of Responsibility

Generally, the designated administrators shall serve as the decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigative report has been sent to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, each party will be afforded the opportunity to submit written, relevant questions that a party wants to be asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

The process of written questions and follow-up questions should generally take thirty (30) days or less. Within a reasonable time period following the written questions, the decision-maker will issue a written determination regarding responsibility applying the preponderance of evidence standard.

The written determination will include the following content:

A. identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;

B. description of the procedural steps taken;

C. findings of fact supporting the determination;

D. conclusions regarding the application of the applicable code of conduct to the facts;
E. a statement of, and rationale for, the result as to each allegation, and

F. the procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

The decision-maker will provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for the effective implementation of any remedies.

Remedies

Where, following the formal or informal process, the Corporation determines a Respondent responsible for sexual harassment, the Corporation shall provide remedies designed to restore or preserve equal access to the recipient's education program or activity. Such remedies may include supportive measures and/or discipline up to and including expulsion. The Corporation's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process and procedures, the Superintendent (or the Title IX Officer if the Superintendent is the Respondent) may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

Appeal

Following the decision-maker's determination regarding responsibility, either party may appeal to the designated governing body representative. An appeal should be submitted in writing within ten (10) days of the party's receipt of the determination. Note, that appeals will only be considered if based on one of the following:

A. procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);

B. new evidence that was not reasonably available at the time of the determination regarding responsibility or dismissal was made that could affect the outcome of the matter; or

C. the Title IX Officer, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter. and
Both parties shall have five (5) days after the submission of an appeal to submit a written statement in support of, or challenging the decision-maker's determination. The governing body representative will issue a written decision describing the result of the appeal and the rationale for the result within forty-five (45) days. The governing body representative's decision will be provided simultaneously to the parties.

Nothing herein shall prevent the Superintendent (or the Board when the Superintendent is the Respondent) from imposing any remedy, including disciplinary sanction, while the appeal is pending.

Retaliation

The Corporation prohibits retaliation against persons who report, testify, assist, or participate or refuse to participate in any manner in an investigation, proceeding, or hearing. Retaliation includes intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX..
Complaints alleging retaliation may be filed according to the grievance process set forth above.

Confidentiality

The Corporation will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual

Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA's regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the Corporation's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

Record-keeping

The Corporation will maintain records from an investigation, determination, appeal, and informal resolution for seven (7) years.

Reports otherwise required by Law

These procedures do not affect or alleviate mandatory reporting required by state or federal law- for example, reporting of suspected child abuse or neglect to law enforcement or the Department of Child Services.

Legal
I.C. 31-33-5-1
I.C. 20-33-8
20 U.S.C. 1092(F)(6)(A)(v)
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Act of 2004 (IDEA), as amended
20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)
34 C.F.R. Part 106
34 U.S.C. 12291(a)(10)
34 U.S.C. 12291(a)(8)
34 U.S.C. 12291(a)(30)
42 U.S.C. 1983
42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964
42 U.S.C. 2000d et seq.
42 U.S.C. 2000e et seq.
OCR's Revised Sexual Harassment Guidance (2001)

GENERAL INFORMATION

ATTENDANCE

The Board requires all students enrolled in the schools and programs it offers to attend school regularly in accordance with the laws of the State. The Board's educational program is predicated upon the presence of the student and requires continuity of instruction and classroom participation. The regular contact of students with one another in the classroom and their participation in a well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose.
Research shows that regular attendance correlates with high achievement; for this reason, FCS, in accordance with state regulations, has determined that students may incur no more than 10 absences. All absences, excused or unexcused, count toward this limit. Exempted absences are not included in this limit.
"Attendance" as used in this guideline shall mean to be physically present in a school or at another location where the Board's educational program being offered at the times established by the Board and teacher is being conducted.

Synchronous learning means same-time learning, and attendance is required. Teachers will take attendance for these sessions. Students will attend their scheduled synchronous course time as determined by their live course schedule.

Asynchronous learning means learning away from the live course format. Students should be completing asynchronous coursework on school days where live classes are not in session. Minutes should be consistent with the expectations of their grade level.

A. Reporting Absences -Parents are expected to call the FCVS attendance office (317-346-8975) to report their student's absence on the same day as the absence and state the reason the student is not in attendance. There is a 24-hour voice mailbox available at this number. A parent call, however, does not mean that an absence will be excused. **Families must also notify the virtual teacher at Indiana Online (grades 6-12).** To report an absence with the virtual teacher, please complete the Indiana Online Academy Attendance Notification Form to provide the student's name, date of absence(s), and reason for the absence. You can also attach any pertinent documentation related to the absence. Families with students attending EdOptions (grades K-5) need only contact FCVS via the attendance line.
B. **Medical documentation is required in order for the absence to be listed as a medical excuse. If medical documentation is not provided then the absence will count as a standard excused absence as long as other procedures are followed.**
C. If the absence is not reported within two days of the student's return, the absence will be considered unexcused and marked as truancy.

EXCUSABLE REASONS: MUST BE REPORTED WITHIN 24 HOURS

The Corporation accepts only the following as excusable reasons for absence from school.

An excuse for absence from school may be approved for one (1) or more of the following reasons or conditions:

A. Professional Appointments (i.e. doctor, dentist, therapist).
Proper documentation as outlined in this policy will be required.

B. Personal Illness
The principal may require a doctor's confirmation if s/he deems it advisable, such as after 2 consecutive absences.

C. Out-of-School Suspension

D. Death in the Immediate Family

E. Required Court Attendance

F. Observance of a Bona-Fide Religious Holiday

G. Military connected families' absences related to deployment and return

H. Recovery from a documented accident

I. Maternity Leave

J. Such other good cause as determined by law (I.C. 20-8.1-3-18 and Policy #C175).

PROFESSIONAL APPOINTMENT REQUIREMENTS

Notice of appointment will be required upon return to school and can be emailed directly to the FCVS principal or counselor. The documentation must contain the following to be considered an acceptable absence:

A. Name of Student
B. Date and Time of Appointment
C. Return date to School
D. Any limitations and their duration

Failure to produce documentation within three (3) days may result in a violation of this policy. Absences that do **not** accumulate against this guideline include field trips and/or college visits.

UNACCEPTABLE REASONS FOR ABSENCES

Any absence from school not authorized or in violation of this policy is considered unacceptable.

Elementary (K-6)

A. All absences must be reported to the school office. A parent/guardian must call the school to report the absence by 9:00 a.m.

B. Upon the **fifth unexcused** absence within a 10-week period, a parent/guardian will receive an attendance letter informing him/her of the number of unexcused absences from school. Per Senate Bill 282, families are required to conference with school administrators within five instructional days of the fifth unexcused absence. At this meeting, an attendance plan will be developed and should be followed. Schools will work with families to schedule the conference at a convenient time. A school administrator, teacher, counselor, and parent/guardian should attend the conference. The

parent/guardian may bring a representative if notice is provided to the school at least 48 hours before the conference. (See Guideline C175-R2 for additional information)

C. Upon the **tenth** absence and thereafter, failure to provide documentation from a physician will be considered to be in violation of this policy. On the tenth absence, a letter is issued from the school as verification of the student's attendance at school. All absences, **excused or unexcused**, count toward this 10-day limit. Per Senate Bill 282, an affidavit will be filed with the prosecutor's office for students accumulating **10 unexcused** absences.

D. Upon the **fifteenth** absence, **excused or unexcused**, the school will send a notice to Johnson County Community Corrections and DCS for further action. A letter will be sent to parents/guardians as well.

E. Upon the accumulation of **18 unexcused** absences, per Senate Bill 282, the student's attendance data will be submitted to the prosecutor's office.

Middle (7-8)

A. All absences must be reported to the school office. A parent/guardian must call the school by 9:00 a.m. to report the absence.

B. Upon the **fifth unexcused** absence, a parent/guardian will be given a warning notice informing him/her of the number of absences from school.

C. Upon the **tenth** absence and thereafter, failure to provide documentation from a physician will be considered to be in violation of this policy. On the tenth absence, a letter is issued from the school as verification of the student's attendance at school. All absences, **excused or unexcused**, count toward this 10-day limit.

D. Upon the **fifteenth** absence, **excused or unexcused**, the school will send a notice to Johnson County Probation/Office of Family and Children and DCS for further action.

High School (9-12)

A. All absences must be reported to the school office. A parent/guardian must call the school by 9:00 a.m. to report the absence.

B. Upon the **fifth unexcused** absence, a parent/guardian will be given a warning notice informing him/her of the number of absences from school.

C. Upon the **tenth** absence and thereafter, failure to provide documentation from a physician will be considered to be in violation of this policy. On the tenth absence from a class, a letter is issued from the school as verification of the student's attendance at school. All absences, **excused or unexcused**, count toward this 10-day limit. Upon the fifteenth absence, the school will send a notice to Johnson County Probation/Office of Family and Children and DCS for further action.

D. Due to work missed, any absence of ten (10) or above may result in loss of credit from the class.

E. Upon the fifteenth absence, **excused or unexcused**, the school will send a notice to Johnson County Probation/Office of Family and Children and DCS for further action.

EXCESSIVE ABSENCES (7-12)

When students reach their tenth absence, unexcused and excused, a letter will be sent home indicating that the student is in violation of the attendance policy and will be referred to Johnson County Juvenile Community Corrections at fifteen absences.

At the **10th absence**, the student/parent or guardian will be required to meet with a counselor or administrator to discuss their absences and develop an attendance contract. The following interventions can be utilized to assist with attendance concerns:

A. After-school detention

B. Referral to alternative school

C. Loss of driving privileges for school

D. Referral to Juvenile Detention for truancy

E. In-school suspension

F. Out-of-school suspension

G. Loss of high school credit

H. Possible loss of extra and co-curricular participation, prom, dances and after school activities

I. Possible expulsion

Exempted absences are not included in these 5,10,15-day thresholds. (See Policy #C175.)

MAKE-UP WORK FOR EXCUSED ABSENCES OR WHEN STUDENT IS SUSPENDED

It is the student's responsibility to arrange make-up work with each teacher. Please consult Indiana Online or EdOptions policies regarding make up work and make up assessments.

PRE-ARRANGED ABSENCES

Pre-arranged absences may be considered an unacceptable absence and subject to the ten (10) day rule in all school levels. Prior to the absence, parents are expected to notify the school of the absence.

TRUANCY

A student shall be considered truant each day or part of the day s/he is inexcusably absent from his/her assigned location without parental knowledge. **Absence** is defined as non-present in the assigned location any time beyond the tardiness limit. A student will be considered tardy rather than absent if s/he is in his/her assigned location 10 minutes after the official start of the school day. More information is available in Student

Conduct: Truancy

NOTICE TO THE INDIANA BUREAU OF MOTOR VEHICLES

In accordance with Indiana law, the building principal and/or attendance officer shall keep the Bureau of Motor Vehicles informed of each student whose truancy has resulted in at least two (2) suspensions, an expulsion, or an exclusion from school or if the student has withdrawn from school in an effort to circumvent the loss of his/her learner's permit or application for a driver's license. The student's current license cannot be revoked for habitual truancy. The building principal and/or attendance officer shall notify the Bureau of Motor Vehicles of each student who is a habitual truant.

The disciplining of truant students shall be in accord with Board policies and due process described in the Student Code of Conduct and Board Policy 5611.

CERTIFICATE OF INCAPACITY

If a parent does not send his/her child to school because of the child's illness or mental or physical incapacity, it is unlawful for the parent to fail or refuse to produce a certificate of incapacity for an attendance officer within six (6) days after it is demanded. The certificate required under this requirement shall be signed by an Indiana physician or by an individual holding a license to practice osteopathy or chiropractic in this state or by a Christian Science practitioner who resides in Indiana and is listed in the Christian Science Journal.

AGE OF MAJORITY

Eighteen-year-old students are required to follow the same rules and procedures as younger students. In certain cases, eighteen-year-olds may assume responsibility for their own attendance and request not to have their parents contacted when problems arise:

1. If they are married.
2. If a court order of emancipation is on file in the office.
3. If students can prove they are permanently living separately from their parents and financially supporting themselves.

STUDENT RESPONSIBILITIES FOR VIRTUAL LEARNING

- Students should establish a dedicated workspace that is free from distractions.
- Students should check their email, as well as teacher communication tools, daily.
- Students must be in contact with the teacher by telephone and video conferencing within the first week of the school year. During this week, teachers will work with students to ensure technology is working, open communication is established, student concerns are addressed, and a working relationship is begun. The teacher's phone number can be found on the home page or on the Teacher Contact page.
- Students working with IOA must complete all activities in the Welcome (Start Here) Module during the first week of the school year.
    - Students need to complete the Indiana Online Academy Onboarding Activity, which links to the Indiana Online Academy Onboarding Website. The website explains how to navigate through our student information system, Genius, and our learning management system, Canvas. The onboarding website also helps you when you have questions about how to submit a file or record a video, how to start a thread in a discussion or see what you missed on quizzes.
    - Upon reviewing the Indiana Online Academy Onboarding Website, students will need to complete the Indiana Online Academy Onboarding Quiz.

    - The final activity in the Welcome (Start Here) Module is to sign off on the Indiana Online Academy Academic Integrity Contract.
- Synchronous learning
    - Students will attend their scheduled synchronous course time as dictated by their schedule.
        - Classroom expectations:
            - The camera should be turned on unless directed by the teacher otherwise.
            - The student's school dress code should be adhered to.
            - The student's learning space should be free from excessive noise or distractions.
            - Only the student should be on camera unless approved by the teacher ahead of time.
                - For students grades K-5, the student's parent or learning supporter may be present in the room with their student during synchronous instruction, but should not be present on camera or verbally participating in any form.
            - Appropriate classroom behavior is expected (ie, no sleeping, eating food, listening to music, etc.)
            - Participation in all activities, applications, etc. is expected
            - Teacher chat guidelines should be followed (ie, on topic, classroom appropriate, kind, etc.)
            - At no time should students be recording lessons, teachers, other students or any classroom activities without the explicit permission of the virtual teacher.
        - Attendance will be reported daily.
            - To report an absence, please follow procedures for absence reporting

- Asynchronous learning
    - Students should utilize the asynchronous course(s)' Pacing Guide and target dates for completing assignments to help progress through the course within the semester time frame.
    - During asynchronous learning days and/or weeks, students are expected to log in for the expected number of days and complete all assigned activities and assignments.
- Students should consider that an online course requires additional time and effort. Time management is essential. Online learning is more convenient and flexible but is in some ways more difficult.

Password and Login Information

Students will be emailed a login and instructions to establish a password during the enrollment process. The student's login information is emailed to the email account provided at the time of registration. Students must have an active, school email account at the time of registration to receive their login information.

INDIANA ONLINE PLATFORM

Because Indiana Online Academy does not have physical classrooms, we rely on our Learning Management System (LMS) for the purpose of our internet-based learning, as well as video conferencing software to connect with our students. Our LMS serves as a structure for disseminating course content and information, managing course administration such as grades, and allowing students to submit assignments in a secure manner while our video conferencing software allows us to meet synchronously with our students.

The Indiana Online Academy utilizes both synchronous learning (at the same time with the teacher) and asynchronous learning (not at the same time with the teacher) for its courses. Students must be motivated, self-disciplined, and have good time management skills. Your online course score will be transcripted by your school and will become part of your permanent school record.

- **Participate** – In an online course, it is not enough just to log in. You need to "speak up" so that your teacher and your classmates know you are there! That means asking questions, reading and sending emails, and posting your comments, questions, and concerns on discussions, if applicable.
- **Modules** - All Indiana Online asynchronous course modules must be completed in order. You can skip around within the module, but you must complete all tasks in the module before you can progress to the next module. A module may require a prerequisite.
- **Backup** - Save a backup copy of all assignments that you create in Microsoft Office (Word, Excel, and PowerPoint) or Google (Docs, Sheets, and Slides). You may be asked to revise or edit your work and re-submit it.

AHERA ANNUAL NOTIFICATION

Under the Asbestos Hazard Emergency Responses Act (AHERA), Franklin Community Schools are required to notify, in writing, all parents, guardians, and staff, on an annual basis, each school year, and file a copy of the notice in the management plan. The notice must advise that the management plan is available for inspection, without cost or restriction during normal business hours.

Notification of Asbestos Removal Projects

1. No removal projects are planned for the 2024-2025 school year.
2. Cost estimates have been acquired for the removal of all remaining asbestos-containing materials.

FCS will plan future budgets to complete abatement projects

Operations and Management

1. 6-month surveillance inspections for all buildings containing asbestos materials.
2. Inspections were completed by Asbesco Laboratory, Inc. ensuring the asbestos contained in the above buildings remains in safe conditions for the occupants of such buildings.

A look ahead:

FCVS will continue diligent efforts to manage and control existing asbestos-containing materials. If further information is needed, contact the Director of Operations.
bettsw@franklinschools.org

Personal Electronic Devices (Senate Bill 185)

Students may carry a cell phone while in school buildings, but student cell phones are expected to be off, out of sight, and not in use for any reason in the classroom including online unless they have teacher approval. Students are not permitted to take photos or videos of any other person without the direct permission of that person. Students are not permitted to take photos or videos that either intentionally or unintentionally demean or harm someone or break any school policy. Student cell phones are for emergency use with permission or educational purposes only – see specific cell phone rules in the student discipline section.

Possession of a cell phone or other electronic communication device (ECD), by a student is a privilege, that may be forfeited by any student who fails to abide by the terms of this guideline or otherwise engages in misuse of this privilege. Any photo/video taking device is prohibited in areas that are considered private including restrooms, locker rooms, health clinics, and while in the main office. Taking pictures or videos of other students and staff at school is a violation of this policy unless given direct consent.

CHANGE OF PERSONAL INFORMATION

It is the obligation of each student or parent to report to the office any change of address, telephone number, or email address as soon as it occurs. FCVS information will be sent out via email and phone on a regular basis.

CLASS PICTURES/SENIOR PICTURES

Class pictures will be taken in August. Students must have their pictures taken for their Student Identification Cards and for identification purposes in PowerSchool. Students are not required to purchase picture packets and there is no charge for students in grades K-12 for this picture by the photographer.

CHROMEBOOK INFORMATION

Each student will be receiving their own personal Chromebook. Students are responsible for maintaining their Chromebooks in good condition. General rules for Chromebook use:

- No food or drink should be next to the Chromebook.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Chromebooks should not be used or stored near pets, water, or other liquid, and food.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Heavy objects should never be placed on top of the Chromebooks.
- Never swap or share your Chromebook. You are responsible for your assigned Chromebook.
- Chromebooks should only be used while they are on a flat and stable surface.
- Keep the Chromebook secured and in sight at all times.

Transporting Chromebooks:

- Always transport Chromebooks with care and inside the issued computer bag.
- Do not place textbooks in the computer bag.

Screen Care:

- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, other liquids, etc. The screens are particularly sensitive to damage from excessive pressure.
- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open (lid up).
- Do not place anything on the outside that will press against the cover.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, etc.)
- Only clean the screen with a soft, dry microfiber cloth or anti-static cloth.

Chromebooks being repaired:

- Do not attempt to remove or change the physical structure of the Chromebook, including the keys, screen, casing, etc. Doing so will void the warranty of normal wear & tear and families will be responsible for the cost of repair or replacement.
- Report any problems or damage using the FCVS Chromebook Repair Request form to schedule a time for repairs at Central Office.
- Students are responsible for bringing in and picking up any damaged Chromebooks to Central Office during normal office hours. Parents may contact the FCVS principal or counselor for more information.

Appropriate Uses and Digital Citizenship:

- School-issued Chromebooks should be used for educational purposes and students are to adhere to the Acceptable Use Policy (A300) and all of its corresponding administrative procedures at all times.
- While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:
    - Be empowered. Do awesome things. Share with us your ideas and what you can do.
    - Be nice. Help foster a school community that is respectful and kind.
    - Be smart and be safe. If you are uncertain, talk with us.
    - Be careful and gentle. Our resources are limited. Help us take care of our devices and Networks.

COMMENCEMENT EXERCISES

Students who meet all graduation requirements are permitted to participate in commencement exercises with FCVS.

Seniors who fail to meet requirements will not be eligible to participate; however, upon meeting requirements, they may participate in the next exercises that are held. Students and parents of students who wish to participate in commencement exercises shall agree to the following rules, in addition to any other reasonable rules that may be necessary to ensure dignified graduation for the graduates, their families, and the school.

1. Each participant is required to attend the entire commencement practice session unless special permission is received for a student to be absent.
2. Each participant is expected to meet the commencement dress code that is established prior to the practice.
3. Each participant shall have fulfilled all senior checkout requirements prior to graduation practice.

FCHS DANCES

All students who wish to purchase tickets for dances must be in good standing. All students must show their school student identification card for entrance into the dance. Guests who do not attend FCVS or FCHS must be pre-registered, approved, and show identification at dance registration. A pre-registration form can be obtained from the dance sponsor and returned to the office with the guest's principal or designee's signature prior to the dance. No person below grade nine or over age 20 is permitted to attend as a guest. Students and guests may be subject to taking a breathalyzer test before entering (or during) a dance. A student who brings a guest will be held responsible for that guest's behavior.

Junior-Senior Prom

Each spring the members of the junior class honor graduating seniors at the annual prom. The prom is open to all members of the FCHS & FCVS junior and senior classes in good standing and their approved guests. No person below grade nine or over age 20 is permitted to attend as a guest. Any out-of-school guests must be registered and approved prior to attendance. A student who brings a guest will be held responsible for that guest's behavior. Students and guests may be subject to taking a breathalyzer test before entering (or during) a dance. Special requests for guests over the age of 20 to attend a dance must be approved by the building administration. Special requests will only be approved for a student with a disability or medical need.

DISCRIMINATION

As required by Title IX, Franklin Community Virtual School announces to all stakeholders of the school corporation that it does not discriminate on the basis of sex, age, race, color, religion, handicapping conditions, and national origins, including limited English proficiency in educational programs or activities.
A grievance procedure is in effect for anyone who believes discrimination has taken place.
Any inquiries or complaints may be directed to Mrs. Michelle Bright, Director of Human Resources, Franklin Community School Corporation, Franklin, IN 46131, phone 317-346-8000, Section 504, Title IX and ADA Coordinator.

EQUAL OPPORTUNITY

Franklin Community Virtual School is committed to equal opportunity and does not discriminate on the basis of age, race, color, religion, sex, handicapping conditions, or national origins, including limited English proficiency, in any employment opportunity. No person is excluded from participation in, denied the benefits of, or otherwise subjected to unlawful discrimination on such basis under any educational program or student activity.

FAMILY EDUCATION RIGHTS AND PRIVACY ACT (FERPA)

STUDENT RECORDS (Policy E175)

Franklin Community School Corporation shall follow all state and federal rules and regulations regarding the release or retention of education records. Education records consist of all official records, files, and data directly related to a student and maintained by the school. Such records encompass all the material kept in the student's cumulative folder and include general identifying data, records of attendance and of academic work completed, records of achievement, results of evaluative tests, health data, and disciplinary records. Education records are the property of the Corporation.

Student medical records resulting from participation in school-based treatment services or treatment services provided by an outside professional care provider contracted and paid for by the school are considered private. The Corporation must not share any reports or notes resulting from school-based treatment services with other school officials. Additionally, the Corporation will not maintain any reports, notes, diagnosis, or appointments resulting from a student’s participation in outside treatment as described in this Policy in the student’s permanent educational file.

The Board authorizes the Superintendent/designee to set forth guidelines for the implementation of this policy.

I.C. 5-14-3-3(f), 5-14-3-4(a)(3) and (12), 5-14-3-4(c), 5-14-3-10
I.C. 5-15-6-8
I.C. 20-32-4-12
I.C. 20-33-2-13

I.C. 20-33-7-1 et seq.

I.C. 20-34-9-6
I.C. 31-39-2-13.8
511 I.A.C. 7-38-1 et seq.
26 U.S.C. 152

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g
Individuals with Disabilities Education Act of 2004, 20 U.S.C. 1400 et seq.
20 U.S.C. 7165(b)
20 U.S.C. 7908
34 C.F.R. Part 99
34 C.F.R. Part 300

Franklin Community School Corporation

Adopted: 3-11-24

STUDENT RECORDS AND INSPECTION OF MATERIALS

In order to provide appropriate educational services and programming, the Corporation must collect, retain, and use information about individual students. Simultaneously, the Corporation recognizes the need to safeguard student's privacy and restrict access to student's personally identifiable information.

Student "personally identifiable information" ("PII") includes, but is not limited to: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person whom the School Corporation reasonably believes knows the identity of the student to whom the education record relates.

A social security number of a student contained in the records of the Corporation may be disclosed if the record is specifically required by a State or a Federal Statute or is ordered by a court under the rules of discovery.

PII concerning students shall be protected against theft, unauthorized access, alteration, disclosure, misuse, or invasion of privacy. Unless specifically authorized by the Superintendent or produced pursuant to a request under the Indiana Access to Public Records Act, PII concerning students shall not be left unprotected, shared or transferred from Corporation records to any place not within the control of the Corporation. This includes any laptop computer or portable storage medium.

The Corporation is responsible for maintaining records of all students attending schools in this Corporation. In addition to records mandated by the Federal Government, the State of Indiana requires that the Corporation record or include in the official high school transcript for each high school student the following information:

A. attendance records

B. the students' latest standardized test results

C. any secondary level and postsecondary level certificates of achievement earned by the student

D. immunization information from the student's immunization record

E. any dual credit courses taken that are included in the core transfer library under I.C.

The Administration will collect various other student data and information as necessary for the education of Corporation students. Such information shall be kept confidential as required by law:

Student records shall be available only to students and their parents, eligible students, and designated school officials, who have a legitimate educational interest in the information, or to other individuals or organizations as permitted by law.

The term "parents" includes legal guardians or other persons standing in loco parentis. The term "eligible student" includes any student who is eighteen (18) years of age or older, or who is enrolled in a postsecondary institution regardless of his/her age.

In situations in which a student has both a custodial and a noncustodial parent, both shall have access to the student's educational records unless stated otherwise by court order. In the case of an eligible student, that is a student who is eighteen (18) years of age or older, parents will be allowed access to the records without the student's consent, provided the student is considered a dependent under Section 152 of the Internal Revenue Code.

A "school official" is a person employed by the Corporation as an administrator, supervisor, teacher/instructor (including substitutes), school psychologist, therapist, or support staff member (including health or medical staff and law enforcement unit personnel); and a person serving on the Board. The Board further designates the following individuals and entities as "school officials" for purposes of FERPA:

A. persons or companies with whom the Corporation has contracted to perform a specific task (such as an attorney, auditor, insurance representative, or medical consultant);

B. school psychologists, whether employed by a special education cooperative, interlocal, joint services organization, or an outside contractor, for purposes of the referral, evaluation and identification of students suspected to have a disability;

C. contractors, consultants, volunteers or other parties to whom the Corporation has outsourced a service or function otherwise performed by Corporation employees (e.g. a therapist, authorized information technology (IT) staff, and approved online educational service providers).

The above-identified outside parties must (a) perform institutional services or functions for which the Corporation would otherwise use its employees, (b) be under the direct control of the Corporation with respect to the use and maintenance of education records, and (c) be subject to the requirements of 34 C.F.R. 99.33(a) governing the use and re-disclosure of PII from education records.

"Legitimate educational interest" shall be defined as a "direct or delegated responsibility for helping the student achieve one (1) or more of the educational goals of the Corporation" or if the record is necessary in order for the designated school personnel official to perform an administrative, supervisory or instructional task for the Corporation or to perform a service or benefit for the student or the student’s family or to provide a defense to the Corporation with respect to any of these tasks. The Board directs that reasonable and appropriate methods (including but not limited to physical and/or technological access controls) are utilized to control access to student records and to make certain that school officials obtain access to only those education records in which they have a legitimate educational interest.

The Board authorizes the administration to:

A. forward student records including disciplinary records with respect to suspensions and expulsions upon request to a private or public school or school Corporation in which a student of this Corporation seeks or intends to enroll, or is instructed to enroll, on a full-time or part-time basis, upon condition that:

1. the parent or eligible student, upon request, receives a copy of the record; and

2. the parent or eligible student, upon request, has an opportunity for a hearing to challenge the content of the record:

B. provide "personally-identifiable" information to appropriate parties, including parents of an eligible student, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals, if there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances;

C. request each person or party requesting access to a student's record to abide by the Federal and State regulations concerning the disclosure of information to a third party;

D. reported a crime committed by a child to appropriate authorities, and, with respect to reporting a crime committed by a student with a disability, to transmit copies of the student's special education and disciplinary records to the authorities for their consideration;

E. disclose personally identifiable information from education records, without consent, to organizations conducting studies "for, or on behalf of" the Corporation for purposes of developing, validating or administering predictive tests, administering student aid programs, or improving instruction;

Information disclosed under this exception must be protected so that students and parents cannot be personally identified by anyone other than representative(s) of the organization conducting the study, and must be destroyed when no longer needed for the study. In order to release information under this provision, the Corporation will enter into a written agreement with the recipient organization that specifies the purpose of the study. Further, the following personally identifiable information will not be disclosed to any entity: a student or his/her family member's social security number(s); religion; political party affiliation; voting history; or biometric information.

While the disclosure of personally identifiable information (other than social security numbers, religion, political party affiliation, voting record, or biometric information) is allowed under this exception, it is recommended that de-identified information be used whenever possible. This reduces the risk of unauthorized disclosure.

F. disclose personally identifiable information from education records without consent, to authorized representatives of the Comptroller General, the Attorney General, and the Secretary of Education, as well as state and local educational authorities. The disclosed records must be used to audit or evaluate a federal or state supported education program, or to enforce or comply with federal requirements related to those education programs. A written agreement between the parties is required under this exception. The Corporation will verify that the authorized representative complies with FERPA regulations.

G. disclose or report educational records to a State or local juvenile agency when the disclosure or reporting relates to the ability of the juvenile justice system to serve, before adjudication, the student whose records are being released; and the juvenile justice agency receiving the information certifies, in writing, that the agency or individual receiving the information has agreed not to disclose it to a third party, other than other juvenile justice agency, without the consent of the child's parent, guardian, or custodian.

A disclosure or reporting of educational records concerning a child who has been adjudicated as a delinquent child shall be treated as related to the ability of the juvenile justice system to serve the child before adjudication if the agency provides documentation to the Corporation that the agency seeks the information in order to identify and intervene with the child as a juvenile at risk of delinquency rather than to obtain information solely related to the supervision of the child as an adjudicated delinquent child.

The juvenile court may grant a school access to all or a portion of the juvenile court records of a child who is a student at the school if the Superintendent submits a written request establishing that the juvenile court records are necessary for the school to serve the educational needs of the child whose records are requested or to protect the safety or health of a student, an employee, or a volunteer at the school.

The school shall keep the records confidential. However, the confidentiality order does not prohibit the school from forwarding the juvenile records to another school or a person if a parent, guardian, or custodian of the child consents to the release of the juvenile court records to the person.

The Corporation will comply with a legitimate request for access to a student's records within a reasonable period of time but not more than forty-five (45) days after receiving the request or within such shorter period as may be applicable to students with disabilities. Upon the request of the viewer, a record shall be reproduced, unless said record is copyrighted, and the viewer may be charged a fee equivalent to the cost of handling and reproduction. Based upon reasonable requests, viewers of education records will receive explanation and interpretation of the records.

The Corporation shall maintain a record of those persons to whom information about a student has been disclosed. Such disclosure records will indicate the student, person viewing the record, information disclosed, date of disclosure, and date parental/eligible student consent was obtained (if required).

Only "directory information" regarding a student shall be released to any person or party, other than the student or his/her parent, without the written consent of the parent; or, if the student is an eligible student, the written consent of the student, except those persons or parties stipulated by the Corporation's policy and administrative guidelines and/or those specified in the law.

DIRECTORY INFORMATION

The Corporation designates as student "directory information": a student's name; address; telephone number; date and place of birth; e-mail address, photograph, major field of study; grade level; participation in officially recognized activities and sports; height and weight, if a member of an athletic team; dates of attendance; date of graduation; type of diploma awarded; and awards received.

The Corporation designates school-assigned email accounts as "directory information" for the limited purpose of facilitating students' registration for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes. School assigned email accounts shall not be released as directory information beyond this limited purpose and to any person or entity but the specific online educational service provider.

Directory information shall not be provided to any organization for profit-making purposes. The Superintendent may allow access to a school campus or give students' directory information to organizations that make students aware of educational or occupational options.

In accordance with Federal law, the Corporation shall comply with FERPA when releasing students' information to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information.

Parents and eligible students may refuse to allow the Corporation to disclose any or all of such "directory information" upon written notification to the Corporation within ten (10) days after receipt of the Superintendent’s annual public notice.

Whenever consent of the parent(s)/eligible student is required for the inspection and/or release of a student's health or education records or for the release of directory information, either parent may provide such consent unless specifically stated otherwise by court order.

The Corporation may disclose "directory information" on former students without consent of the parent(s)/eligible student, unless the parent or eligible student previously submitted a request that such information not be disclosed without their prior written consent.

Disclosure of Lists of Students for Political or Commercial Purposes

It is the policy of the Corporation not to release the lists of students for commercial or political purposes, which shall be equally applied to similarly situated organizations and persons. (I.C. 5-14-3-3(f))

Inspection of Information Collection Instrument

The parent of a student or an eligible student has the right to inspect upon request any instrument used in the collection of personal information before the instrument is administered or distributed to a student. Personal information for this section is defined as individually identifiable information including a student or parent's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a Social Security identification number. In order to review the instrument, the parent or eligible student must submit a written request to the building principal at least five (5) business days before the scheduled date of the activity. The instrument will be provided to the parent or eligible student within two (2) business days of the principal receiving the request.

The Superintendent shall directly notify the parent(s) of a student and eligible students, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

This section does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following:

A. college or other postsecondary education recruitment, or military recruitment

B. book clubs, magazine, and programs providing access to low-cost literary products

C. curriculum and instructional materials used by elementary and secondary schools

D. tests and assessments used by elementary and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

E. the sale by students of products or services to raise funds for school-related or education-related activities

F. student recognition programs

This administrative guideline shall be widely disseminated to ensure that students and parents are adequately informed each year regarding their rights to:

A. inspect and review the student's education records;

B. request amendments if the record is inaccurate, misleading, or otherwise in violation of the student's privacy rights;

C. consent to disclosures of personally-identifiable information contained in the student's education records, except disclosures allowed without parental consent;

D. challenge Board noncompliance with a parent's request to amend the records through a hearing;

E. file a complaint of Corporation noncompliance with the United States Department of Education;

F. obtain a copy of the Corporation's policy and administrative guidelines on student records.

The Superintendent also shall assure:

A. the proper storage and retention of records including a list of the type and location of records;

B. informing Corporation employees of the Federal and State laws concerning student records.

The Board authorizes the use of the microfilm process or electromagnetic or electronic processes of reproduction for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any officer, official, or employee of this Corporation specifically as a consequence of permitting access or furnishing students' records in accordance with policy and administrative guidelines.

Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Corporation delineating its responsibilities in safeguarding the disclosed

information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be redisclosed without prior authorization from the Corporation. Further, the entity conducting the study, audit, evaluation, or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the time frame for the activity has ended, as specified in its written agreement with the Corporation.

Violations

As provided for by State law, an employee or agent of the Corporation:

A. who knowingly or intentionally discloses information classified as confidential by State statute commits a Class A infraction;

B. who intentionally, knowingly, or recklessly discloses or fails to protect information classified as confidential by this guide may be disciplined or terminated.

Additionally, State law provides that a person who recklessly, knowingly, or intentionally destroys or damages any public record commits a Level 6 felony unless the destruction is pursuant to a record retention scheduled adopted by the County Public Records Commission.

I.C. 5-14-3-3(f), 5-14-3-4(a)(3) and (12), 5-14-3-4(c), 5-14-3-10
I.C. 5-15-6-8
I.C. 20-32-4-12
I.C. 20-33-2-13I.C. 20-33-7-1 et seq.
I.C. 31-39-2-13.8
511 I.A.C. 7-38-1 et seq.
26 U.S.C. 152
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g

Individuals with Disabilities Education Act of 2004, 20 U.S.C. 1400 et seq.
20 U.S.C. 7165(b)
20 U.S.C. 7908
34 C.F.R. Part 99
34 C.F.R. Part 300

Franklin Community School Corporation

Adopted: 3-11-24

INJURIES

Franklin Community Virtual School cannot be responsible for expenses resulting from any injury to a student while attending FCVS or participating in any FCS extracurricular activities, including athletics.

NONCUSTODIAL PARENTS

A noncustodial parent, unless restricted by court order, will be given access to all information in the student's permanent files. The parent will also be allowed to participate in conferences, classroom visitations, and all other school activities. The noncustodial parent may not visit with the student during the school day, nor may the student be released to the noncustodial parent unless written permission is given by the custodial parent. A certified copy of a court order restricting the rights of the noncustodial parent shall be provided to the principal should a custodial parent wish to prohibit the distribution of information to, and the school visitation of, the noncustodial parent. A valid picture ID will be required to obtain information.

OFF-CAMPUS ACTIVITIES

Students who attend or are participants in school-sponsored activities which take place off school grounds are subject to all of the rules and regulations of Franklin Community Virtual School.

PESTICIDE USE AT SCHOOLS RULE – 357 IAC 1-16

The purpose of Rule 357 IAC 1-16 is to minimize the potential for pesticide exposure to students at schools. This rule is put in place to establish requirements for those who apply pesticides at schools, to establish restrictions on the use and storage of pesticides at schools, to establish a record-keeping requirement for pesticides applied at schools, and to establish a parent, guardian, and staff registry and notification requirement for pesticides applied at schools.

Typical facility maintenance requires the use of pesticides from time to time. Effective pest management and appropriate landscaping maintenance and turf care involve the use of pesticides. Although we are not able to eliminate the use of pesticides completely, we will make every effort possible to apply these types of products during the summer months and/or during other extended break periods.

FCS is committed to the safety of all students and staff. As part of the rule, FCS must provide 48 hours of advance notice before applying pesticides. FCS will notify all registered parents, guardians, and staff members of these applications. To request notification, you must register in the office at your school building. The registry will ask for your name, phone number, and email address. You may request to be added to the registry at any time during the year.

For more information please contact the FCS Facility Manager, Benji Betts at 317-346-8741 or by email at bettsw@franklinschools.org

Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding the conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)–

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or

8. Income, other than as required by law to determine program eligibility.

**Receive notice and an opportunity to opt a student out of –*

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

**Inspect, upon request and before administration or use –*

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material is used as part of the educational curriculum.

These rights transfer from the parents to a student who is 18 years old or an emancipated minor under State law. Franklin Community Schools has adopted policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. FCS will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. FCS will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. FCS will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and are provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

· Collection, disclosure, or use of personal information for marketing, sales, or other distribution.
· Administration of any protected information survey not funded in whole or in part by ED.
· Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

RESIDENCY REQUIREMENTS

Resident students are those whose legal settlement is within the corporation's geographic boundary. A student's legal settlement will be determined under applicable Indiana law. A student's legal settlement will also determine the student's school attendance area within Franklin Community Schools. FCVS may admit a student

who is outside of Franklin's corporation boundaries but may not admit any student outside of the state of Indiana. Any question in regards to a student's legal settlement must be directed to the office of the superintendent (317-346-8700).

SAFE SCHOOLS

Franklin Community Schools believes that the safety and security of students and staff is a major priority. Maintaining safe schools requires the collaborative effort of the Board of School Trustees, administrators, teachers, students, parents, and the community. A variety of prevention and intervention strategies, programs, and activities must be in place to ensure the welfare of students and staff.

As used in this statement, a safe school refers to weather-related items, utility emergencies, catastrophic occurrences, and criminal activities including but not limited to: physical aggression, hostile behavior, harassment (per School Board Policy), or possession of weapons. These behaviors will not be tolerated, and anyone who demonstrates such behaviors will be held accountable for his/her actions in accordance with the student handbook, the Indiana Code, and civil and criminal law.

If you see something, say something. As noted in the Duty to Report section of this handbook, it is critical for students to report any actions or plans of another person to a teacher or administrator where those actions or plans, if carried out, could result in harm to another person or persons or damage property. While speaking directly to a responsible adult is the best way to report a concern, a student may use the STOPit anonymous reporting app or website available on the Franklin Community Schools website to make reports. Reports submitted anonymously must include enough information to facilitate an investigation.

STUDENT IDs

As an added measure of school safety, students are issued student IDs on an as needed basis. The following guidelines should be followed:

1. Student IDs are easily accessible at all times while in school buildings.
2. IDs may be attached to other areas such as book bags, jackets, pockets, etc…but must be displayed upon request.
3. If an ID is lost or misplaced, it is the responsibility of the student to purchase a new one from the office.
4. Failure to follow this policy will result in discipline.
5. ID's will be needed for attendance at extracurricular events.

SUMMER SCHOOL

All students who wish to earn credits at an approved summer school and want these credits to be applied toward graduation requirements at FCVS must obtain prior approval from the administration in order to be certain that the credits will be accepted. All rules and policies described in this book apply to summer school unless they are superseded by published or announced summer school policies. NOTE: Summer school may not be offered in any given year based on need, financial resources, or any other reason determined to be in the best interest of the school corporation.

TEXTBOOKS/CHROMEBOOKS

Students are responsible for textbooks and Chromebooks issued to them for their use. When a book, Chromebook, charger or case is lost or damaged during the semester, the student is required to pay for the lost or damaged book or Chromebook before a new one is issued. If a student is negligent in the use of a textbook or

Chromebook a fine will be assessed to cover the cost of repair or replacement. Students are required to turn in the same book or Chromebook which they are issued.

TRANSFERRING TO FRANKLIN COMMUNITY VIRTUAL SCHOOL

1. Students moving into Franklin Community Schools district boundaries will be accepted as transfer students. The following information is needed in order to enroll: Proof of Residency, Birth Certificate, Immunization Record, current grades at the time of withdrawal from the previous school, and transcript. In cases where students live with only one parent due to divorce or separation, proof of physical custody is required. Students in special education programs must provide a copy of the student's most recent IEP and the results of the student's most recent educational evaluation. Once the required enrollment information is gathered, the parents and student must make an appointment with the guidance counselor for an enrollment conference.
2. A student enrolling only for the second semester will not be scheduled for a full-year class unless he/she has taken the first semester at his/her previous school.
3. For a variety of reasons, a student may wish to enroll in a different/higher level of study of a subject. Reasons might include knowledge of subject content obtained prior to high school, in the workplace, or within the family environment. In consultation with the guidance counselor and administrator and with the approval of the instructor, a student may take a placement test to see if he/she is capable of success at this more advanced level.
4. For any student transferring from a non-accredited private school, the administration will consider accepting grades and credits for courses taken at the private school following a process as determined by the administration. The process may include automatically receiving grades and credits, evaluating the curriculum and/or textbooks used for each course, and/or requiring the student to complete an approved final assessment and/or End of Course Assessments in those courses under consideration for credit approval.

VISITORS

Franklin Community Schools welcomes the active interest of parents and citizens in their public schools. However, since schools are a place of work and learning, only parents, guardians, legal representatives, or school invited guests will be granted permission to visit during school hours. Arrangements to visit an online class must be made prior to the visit. Parents are asked to reschedule a visit if the teacher is absent.
A student who is suspended, expelled, or has withdrawn from FCS may not be on school property at anytime unless specific prior approval to do so is granted by the school administration.
Visitors are not permitted to bring pets or any other animals into the building without prior permission from the administration. If pets or animals are permitted in the building the owner will be required to provide documentation that the animal has current vaccinations and is disease-free.

WITHDRAWAL

1. A student anticipating withdrawal from school should have a parent/guardian contact the counselor at least 10 days before the final attendance day. This allows teachers to be notified and to release grades earned at that time.
2. Franklin Community Virtual School will forward educational and health records to a school where a student intends to enroll upon request from the receiving school.

3. No student under the age of eighteen will be allowed to quit school unless he/she meets the requirements mandated by state statute.
4. When transferring to another school, records must be requested within 30 days, otherwise pursuant to IC 20-26-13-10, a student will be reported to Indiana Clearinghouse for Information on Missing Children (ICIMC).
5. A student who withdraws from FCVS for any reason other than to enroll at another school may not enroll again and receive credits after being absent for three weeks or more. All textbooks, Chromebooks and library books shall be returned, and any fees owed shall be paid.

ACADEMIC LETTERS

Academic letters will be awarded to students who meet these requirements:

1. Sophomores who have completed three (3) semesters and fifteen (15) credits with a GPA of 3.50 or better.
2. Juniors who have completed five (5) semesters and 25 credits with a 3.50 GPA.
3. Seniors who have completed seven (7) semesters and 35 credits with a 3.50 GPA.
4. Upon winning the first academic letter, the student will have the option of buying a letter jacket. Repeat winners, those meeting the criteria for their grade level, will receive academic chevrons.
5. Transfers to FCVS will be required to have completed at least one full semester here before receiving this award.
6. Students who received an "F" in any subject during the previous semester are not eligible for a letter.

ACADEMIC PROGRESS

Students are responsible for checking their grades and attendance online. Students have multiple opportunities during the school week to access and view grades and attendance. Students are expected to keep current on their academic progress throughout the school year. Parents can also access student grades and attendance 24-hours a day to keep up with their student's current progress. All grade reports will be completed electronically.

ACADEMIC RECOGNITION

FCVS wishes to recognize all students who achieve high academic success during their high school career. FCVS does not rank students by their GPAs nor has a valedictorian or salutatorian. FCVS has expanded its scope of recognizing high academic performance and will recognize student academic success using the following designations:

Summa Cum Laude (Highest Academic Recognition)

1. Complete at least 47 credits of approved coursework
2. Earn an Indiana Academic Honors or Technical Honors diploma
3. Earn a cumulative grade point average of 4.00 or above

Magna Cum Laude (Second Highest Academic Recognition)

1. Complete at least 47 credits of approved coursework
2. Earn an Indiana Academic Honors or Technical Honors diploma
3. Earn a cumulative grade point average between 3.75 and 3.99

Cum Laude (Third Highest Academic Recognition)

1. Complete at least 47 credits of approved coursework
2. Earn an Indiana Academic Honors, or Technical Honors diploma
3. Earn a cumulative grade point average between 3.67 and 3.74 (or above)

CLASSES TAKEN ON A COLLEGE/UNIVERSITY CAMPUS

FCVS seniors may enroll in a class or classes at a local college/university under the following conditions:

1. The student must be a full-time student unless meeting the specified state guidelines for partial enrollment.
2. The student shall have prior approval from the FCVS counselor and administration.
3. All expenses, including transportation, are the responsibility of the student's family.
4. Exceptions due to extenuating circumstances may be approved by the administration. Underclassmen may apply for permission to attend a college under this provision.
5. Students will receive one high school credit for successfully completing a three-semester-hour approved college class.

COLLEGE ENTRANCE REQUIREMENTS

College admissions committees act differently each year according to the quantity and quality of applicants and according to other special circumstances; Generally, colleges determine admission based on the grade point average (GPA), quality of academic preparation, rank in class, and standardized test scores. Admission standards vary at each institution and are subject to change. It is best to check with the individual school for more detailed information.

DUAL ENROLLMENT COURSES

Franklin Community Virtual School will offer opportunities for students to obtain both high school and college credit for the same course. Interested students must submit the appropriate application and pay the tuition (if required) in order to receive college credit.

Some of these programs may require in person attendance at FCHS. Students should work with their FCVS Counselor to determine appropriate placement.

Advanced Placement & CLEP

It is possible to graduate from high school with college credits already on your record. You may do this by taking college-level courses in high school or by taking examinations to demonstrate your knowledge in a particular area. Please refer to the Dual Enrollment section for courses offered for college credit. If you complete college courses while you are still in high school, you can take more advanced college courses as a freshman. All courses must be approved DOE courses for credit.

One way to earn college-level credit in high school is through Advanced Placement (AP) courses. If you enroll in an AP courses and receive a satisfactory score of 3 or higher on the annual College Board Advanced Placement Exam, you may qualify for college credit or advanced standing at the college of your choice.

Another way to gain college credit is through the College Level Examination Programs. Some of these courses may require in person attendance at FCHS. Students should work with their FCVS Counselor to determine appropriate placement.

EARLY GRADUATION (JUNIORS) / MID-YEAR GRADUATION (SENIORS)

Juniors and Seniors who have earned the required number of credits; who have completed Graduation Pathways; and who have completed all of the required classes may be graduated after six or seven semesters (respectively). These procedures shall be followed by all students planning early/mid-year graduation.

1. Students should apply for early/mid-year graduation by the end of their sophomore (junior grad) and/or junior year (mid-year grad).
2. The student shall file with the counselor a completed application, properly signed by the student and the parent or guardian.
3. The student shall have a grade point average of 1.66 or above.
4. Early / mid-year graduates are considered completed with their high school program and are no longer considered students. Early/mid-year graduates are not permitted to participate in any extracurricular activities (athletics, clubs, etc.). Early/mid-year graduates must get administrator approval and be in good standing in order to attend prom.
5. Early/mid-year graduates are permitted, and encouraged, to participate in the graduation commencement ceremony.
6. Students who are scheduled as mid-year graduates will have the lowest priority for any full-year courses when enrollment in these courses exceeds the number of available places for students.
7. Students who have not completed a graduation pathway will not be allowed to graduate early. Students with an IEP/504 may be approved on a case-by-case basis.
8. Students who have not completed a senior project will not be allowed to graduate early.
9. By electing to be an early/mid-year graduate, juniors/seniors accept the responsibility to keep themselves informed of all school deadlines that may apply to them. Announcements concerning graduation announcements, graduation practice, cap and gown pick-up, etc. are not necessarily mailed home. Early/mid-year graduates must meet all announced deadlines.
10. Juniors choosing to be early grads are still a part of the junior cohort and do not earn senior incentives. They can participate in the Senior Walk and Senior Graduation activities.

ELECTRONIC GRADE REPORTS / POWERSCHOOL

Grades K-5 use quarterly (9 weeks) and Grades 6-12 uses semester grading periods. Grades are available for parents and students to view 24-hours a day using the assigned virtual platform. If students need an official grade report they should see their counselor for an official transcript or for the necessary signature to verify a printed grade report. Teachers are not required to submit deficiency reports, since grades are constantly available to parents and students using our online system. The final grades for each semester are listed on each student's permanent records and in PowerSchool are the basis for determining grade point averages.

A student who receives a passing grade for only one semester of a full-year course receives one credit for that semester, regardless of which semester is passed. Each semester is considered to be a separate class. Parents and students are encouraged to communicate regularly with teachers, the counselor, or the principal if they have questions about the student’s academic performance.

GRADUATION REQUIREMENTS AND DIPLOMA TYPES

COHORTS 2026-2028

FCVS awards three types of diplomas: Core 40 Diploma, Core 40 with Academic Honors Diploma, and Core 40 with Technical Honors Diploma. The appropriate number of credits is required for all diplomas and meeting the requirements for Graduation Pathways (See Graduation Pathway requirements below). This includes completing a Senior Project. All students must be enrolled in courses leading to either the Core 40 or the Academic Honors/Technical Honors Diploma. If

a student fails to meet the requirements of the Core 40 Diploma, a General Diploma may be awarded if a petition or waiver is approved.

CORE 40 DIPLOMA (40 credits)

The State of Indiana has developed a program of educational expectations for Indiana high school students. These expectations are called Indiana Core 40. Indiana Core 40 applies to all students. Students must meet Core 40 requirements to be considered for admission to an Indiana four-year college or university. Students should meet Core 40 requirements to ensure success in one and two-year colleges and technical training programs.

8 credits ENGLISH:	2 credits of English 9 or English 9 Honors 2 credits of English 10 or English 10 Honors 2 credits of English 11, AP Lit or AP Lang 2 credits of English 12, AP Lit/AP Lang or 2 credits in English electives
6 credits SOCIAL STUDIES:	2 credits of Geography or World History 2 credits of U.S. History 1 credit of United States Government 1 credit of Economics
6 credits of MATHEMATICS:	2 credits of Algebra I 2 credits of Geometry or Geometry Honors 2 credits of Algebra II, Algebra II Honors or Analytical Algebra II 2 credits of Pre-Calculus, Calculus or other higher-level math.

NOTE: Students must take a math or quantitative reasoning course each year in high school and must take math through their junior year.

6 credits of SCIENCE:	2 credits of Biology 2 credits of Chemistry or Physics or Integrated Chemistry/Physics 2 credits of elective science

1 credit of HEALTH AND WELLNESS
2 credits of PHYSICAL EDUCATION/WEIGHTS
11 ELECTIVE CREDITS from World Languages, Fine Arts or Career and Technical

CORE 40 WITH ACADEMIC HONORS DIPLOMA (47 credits)

The Indiana Academic Honors Diploma is available to students who complete a rigorous course of study. This diploma requires 47 credits. The Academic Honors Diploma will be noted on the student's official transcript. Students who qualify for college financial aid may receive higher awards with this diploma. Students must complete all requirements for the CORE 40 and these additional items:

ONE of the following: 4 credits in AP courses with AP exams; 6 college credits from the DOE approved list; a combination of 2 credits in AP courses/exam and 3 college credits from the DOE approved list.; SAT score of 1750 on combined critical reading, math, and verbal with a minimum of 530 on each or ACT score of 26 composite or earn 4 credits in IB courses and take corresponding IB exams.
ALSO, students must have:

- 2 additional math credits for a total of 8 math credits taken in high school.
- No less than a C- in all courses counting for the diploma
- A minimum grade point average (GPA) of B- upon graduation.
- 6 – 8 credits of WORLD LANGUAGE
  - 6 credits of one world language OR 4 credits of one world language AND 4 credits of a second world language
- 2 credits of FINE ARTS
  - 2 credits in any combination of art or music

CORE 40 WITH TECHNICAL HONORS DIPLOMA (47 credits)

Complete all requirements for the Core 40.
Earn 6 credits in the college and career preparation courses in a state-approved College & Career Pathway and one of the following:

- State approved, industry recognized certification or credential, or
- Pathway dual credits from the approved dual credit list resulting in 6 transcripted college credits

- Earn a grade of "C" or better in courses counting for the diploma
- Have a minimum GPA of B-
- Complete ONE of the following options:
    - Complete one of the option of the Core 40 with Academic Honors
    - Earn the following scores or higher on WorkKeys: Reading for Information – Level 6, Applied Mathematics – Level 6, and Locating Information – Level 5
    - Earn the following minimum score(s) on Accuplacer: Writing 250, Reading 259, Math 254
- Students must take a math course or a quantitative reasoning class each year enrolled in high school

GENERAL DIPLOMA (40 credits)
If a student fails to meet the requirements of the Core 40 Diploma, a General Diploma may be awarded if a petition or waiver is approved

8 credits ENGLISH: 2 credits of English 9
2 credits of English 10
2 credits of English 11
2 credits of English 12 or 2 credits in English electives

5 credits SOCIAL STUDIES: 1 credits of Economics, Geography or World History
2 credits of U.S. History
1 credit of United States Government

4 credits of MATHEMATICS: 2 credits of Algebra I
2 credits of other math courses
NOTE: 2 Credits of Mathematics or a quantitative reasoning course must be earned in their junior and senior year

4 credits of SCIENCE: 2 credits of Biology
2 credits of Elective Science

1 credit of HEALTH AND WELLNESS
2 credits of PHYSICAL EDUCATION/WEIGHTS
16 ELECTIVE CREDITS

COHORTS 2029 AND BEYOND
NEW INDIANA DIPLOMA (42 credits)

8 credits ENGLISH: 2 credits of English 9 or English 9 Honors
1 credit of Communications-focused English
4 credits of English electives

6 credits SOCIAL STUDIES: 2 credits of World Perspectives
2 credits of U.S. History
1 credit of United States Government
1 credit of Economics

7 credits of MATHEMATICS: 2 credits of Algebra I
1 credit of Personal Finance
4 credits of Elective Math

7 credits of SCIENCE: 2 credits of Biology
1 credit of Computing Foundations for a Digital Age
2 credits of additional science
2 credits of STEM-focused courses

1 credit of HEALTH AND WELLNESS
1 credit of PHYSICAL EDUCATION/WEIGHTS
1 credit of PREPARING FOR COLLEGE AND CAREERS
12 ELECTIVE CREDITS from World Languages, Fine Arts or Career and Technical

HONORS SEALS

Students may earn one or more Honors Seal under the titles of Enrollment, Employment or Enlistment & Service. These will be noted on the student's official transcript. Students must complete all requirements for the the New Indiana Diploma and these additional items:

ENROLLMENT HONORS SEAL:

- Complete at least 4 World Language credits and 6 Social Studies credits
    - World Language credits must all be in same language
- Complete at least 8 Math credits
    - Algebra 1, Geometry, Algebra II, and Pre-Calculus or other advanced math course
- Complete at least 6 Science credits
    - Biology
    - Chemistry
    - Either Physics or another advanced lab science course
- Complete ONE of the following:
    - Earn 4 credits in AP plus the AP exam
    - Earn 6 college credits
    - Score a 1250 on SAT or 26 on ACT
    - Earn 3 college credits and 2 AP credits plus the exam

EMPLOYMENT HONORS SEAL:

- Complete one of the following:
    - Market-driven credential of value aligned to a specific occupation
    - 3 courses in a Career and Technology Education (CTE) pathway
    - An approved career preparation experience align to Indiana CSA program
    - An approved, locally-created pathway
- Complete 150 hours of work-based learning (may include multiple experience that are paid, unpaid, on-site, or simulated)
- Demonstrate skill development in Communication, Collaboration, and Work Ethic
- Meet attendance goal

ENLISTMENT & SERVICE HONORS SEAL:

- Complete one of the following:
    - Introduction to Public Service course
        - Emphasis on developing an awareness of the physical standards and character required for service
    - One year of JROTC in high school
- Achieve a score of 31 on the ASVAB and complete one of the following:
    - All three components of the Career Exploration Program
    - A career exploration tool approved the the IDOE
- Meet attendance goal
- Demonstrate skill development in Communication, Collaboration, and Work Ethic
    - Externally verified through a mentorship experience with current military personnel, veterans, or other public safety professionals

HONORS PLUS SEALS

Students may earn one or more Honors Seal under the titles of Enrollment, Employment or Enlistment & Service and can earn an additional Honors Plus Seal. These will be noted on the student's official transcript. Students must complete all requirements for the the New Indiana Diploma, an Honors Seal, and these additional items:

ENROLLMENT HONORS PLUS SEAL:

Students who earn this seal will be granted automatic admission to some public Indiana postsecondary institutions including but not limited to Indiana University, Purdue University, and Ball State.

Students must earn an Employment Honors Seal PLUS:

- Earn a credential of value:

    - Indiana College Core
    - AP Scholar with Distinction
    - Associate Degree
    - Technical Certificate
- Complete at least 75 hours of work-based learning (may include multiple experiences that are paid, unpaid, on-site, or simulated)
- Demonstrate skill development in communication, collaboration, and work ethic

EMPLOYMENT HONORS PLUS SEAL:

Students must earn an Employment Honors Seal PLUS:

- Earn a mark-driven credential of value that may include:
    - Associate degree
    - Technical certificate
    - Indiana College Core
    - Advanced industry certificate
- Complete additional work-based learning (total of 650 hours in one or more experience) that may include:
    - Pre-Apprenticeship
    - Modern Youth Apprenticeship
- Demonstrate skill development in communication, collaboration, and work ethic

ENLISTMENT AND SERVICE HONORS PLUS SEAL:

Students must earn an Enlistment and Service Honors Seal PLUS:

- Complete one of the following:
    - Achieve a score of 50 or higher on the ASVAB
    - Enrollment in ROTC at the collegiate level
    - Acceptance to a service academy
- Demonstrate excellence in leadership through one of the following:
    - Completion of at least 100 hours of public service
    - Holding a leadership role in a co/extracurricular activity
    - Completion of two seasons of a team-based physical sport or activity

GRADUATION REQUIREMENTS (cont.)

1. Students shall attend a minimum of six full semesters (See Early Grad Info). Summer school does not count when the number of semesters attended is considered. Students who wish to graduate in six or seven semesters should talk with their guidance counselor by the end of their freshman year in order to develop a plan to accomplish this goal. Students who have not completed Graduation Pathway requirements may not graduate early.
2. The Franklin Community Virtual School diploma will be granted when the principal has determined that the candidate has satisfied the basic graduation requirements.

Guidelines are as follows:

a. Credits earned at any state-accredited school(s) will be accepted.

b. Not all credits earned at other schools are acceptable for transfer to FCVS. Any credits through a non-accredited program will be evaluated by FCVS officials, who will determine if credits will be transferred, and the number of credits that will be accepted. Courses that transfer will not be weighted.

c. Indiana Online Academy, Courseware, and APEX online courses will not be weighted.

d. The maximum number of credits that may be earned from a combination of correspondence courses, online coursework, college courses, and night school is four unless approved through administration. All courses must be approved in advance by the administration and monitored by a counselor.

GRADUATION PATHWAYS

For the Classes of 2026-2028, all students must complete Graduation Pathways. Students must complete three components to qualify for graduation:

1. Earn credits for diploma type (40 or more)
2. Demonstrate Employability Skills that will be met by the completion of a Senior Capstone Project
3. Post-Secondary Competency which can be met by AP or Dual Credit courses (3); SAT, ACT, ASVAB score;

CTE Concentrator; State Industry Certification; Academic Honors; Technical Honors, or Local Pathway – see your counselor for a comprehensive list and the requirements

For students Class of 2029 and beyond, all students must complete Graduation Pathways or earn an Honors Seal. Students must complete three components to qualify for graduation:

1. Earn credits for Indiana New Diploma (42 Credits)
2. Plus demonstrate Employability Skills and meet a Post-Secondary Competency through:
    a. Senior Capstone Project AND
    b. AP Dual Credit courses (3); SAT, ACT, ASVAB score; CTE Concentrator; State Industry Certification; Local Pathway (Band, Choir, Art, or JAG)

OR

a. Demonstrate Employability Skills and meet a Post-Secondary Competency through Honors Enrollment, Employment, or Enlistment & Service Seal – see your counselor for a comprehensive list and the requirements

GRADING SCALE

Franklin Community Virtual School uses a 4.0 grading scale.

Grades 9-12	**Grading Scale**	
A+	4.00	(100%)
A	4.00	(99%-92%)
A-	3.66	(91%-90%)
B+	3.33	(89%-88%)
B	3.00	(87%-82%)
B-	2.66	(81%-80%)
C+	2.33	(77%-72%)
C	2.00	(77%-72%)
C-	1.66	(71%-70%)
D+	1.33	(69%-68%)
D	1.00	(67%-62%)
D-	0.66	(61%-60%)
F	0.00	(59%-0%)

GPAs are based on grades earned in all credit-bearing classes. GPAs are carried to three decimal places. Students who retake a class will have the highest grade earned counted for their GPA. The lower grade earned will no longer be counted as part of the student's GPA. If the student received credit the first time the class was taken, no additional credit will be earned when the class is repeated.

Franklin Community Schools has a corporation-wide, School Board adopted grading scale. Each teacher is responsible for developing and maintaining fair and equitable grading standards (as approved by administration) and explaining them to students. The teacher has the right to determine how grades will be averaged (under the direction of their department and/or building administration) in order to determine the final grade.

DISTRICT GRADING SCALE

The Franklin Community Schools have adopted a corporation-wide grading scale:

90-100%	= A
80-89%	= B
70-79%	= C

60-69% = D
0-59% = F

GRADING CRITERIA FOR INDIANA ONLINE

The introduction section of each course will cover the specific grading criteria. A score, as well as your teacher's comments, may accompany assignments. **You must complete all required assignments, quizzes, and tests before a final score can be issued. Students will receive zeros on all incomplete assignments.** When you have completed the course, the teacher will calculate and post the final score within the course for you. Indiana Online Academy will also report your final score to the school of record after the semester ends.

At the conclusion of each unit, teachers will enter a 0 for any missing assignments. While the work can still be completed for learning mastery, it will not be entered into the grade book as a score.

Grading Categories - HS and MS

- In-Class/Participation 30%
- Assessments 50%
- Final exam 20%

Grading Categories - Elementary

- In-Class/Participation 20%
- Assessments 80%

Final Exam

Students in MS/HS will take their final exam during the allotted time frame. Please note that some courses may have additional requirements before the final exam. The final exam must be completed by the posted due date.

- **All** required assignments, quizzes, and tests should be completed before taking the final exam. Students **will receive zeros** on all remaining incomplete assignments.
- The final exam is 20% of the student's overall course score.
- A final exam **must be completed** in order to earn a score in the course.
- A blank submission for the final exam will be treated as no submission for the final exam.
- During the final exam, students may be permitted to use tools such as calculators, pencil, paper, or course notes if specified by the teacher.

Credit Earned through Indiana Online

The courses are equal to 1-semester credit. The credit is awarded by the student's home school of record. Indiana Online will report the student's earned score to the school after the session ends. The school will convert the score to the appropriate grade for the student transcript.

Students with Accommodations (IEP/ILP/504)

The unique learning environment Indiana Online provides is a valuable alternative for students who benefit from a non-traditional school setting. Our courses are designed to be accessible to students with a variety of learning preferences. Parents/guardians and school staff may utilize the Online Readiness Information in the Parent Guide as one indicator to determine if online is an appropriate placement for their student.

Indiana Online is an option for intermediate, middle, and high school students, including those who have an Individualized Education Plan (IEP), 504 Plan, or Individualized Learning Plan (ILP), to take courses that meet state academic requirements. If a student with an IEP/504/ILP is enrolled in an Indiana Online course, it is the responsibility of the School of Record or homeschool parent/guardian to ensure all requirements of the Individuals with Disabilities Education Act, Section 504 and Title III are being met.

Since Indiana Online courses are aligned with state education standards, content cannot be modified, however, Indiana Online will provide the accommodations documented in the IEP/504/ILP. If there is an accommodation Indiana Online cannot provide, our staff will reach out to the School of Record to develop a plan for meeting the student's needs.

SCHOOL COUNSELING PROGRAM (GUIDANCE)

Each Virtual school student is assigned to a School Counselor. Students are urged to see teachers and counselors whenever they need help. Parents also are encouraged to confer with the counselor on a regular basis. Specific areas in which the counselor is trained to help students:

1. Planning a meaningful educational program
2. Interpreting the results of tests/assessments
3. Establishing career plans
4. Providing information about colleges, universities, trade schools, scholarships, financial aid, etc
5. Applying for jobs or colleges
6. Improving personal relationships with other students, teachers, and parents. Counselors meet periodically with students to help during their four-year academic program. In addition, each counselor will meet at least once during the school year with students for scheduling purposes.

INCOMLETES-NO INCOMPLETES WILL BE GIVEN

Students who do not meet all the requirements of a class during a grading period will be given their current grade which will include zeros for all assignments not completed. Completion of makeup work is subject to the attendance policy and a grade may be changed at a later date.

MEDIA CENTER UPDATE

Student library information is considered part of a student's record. Per the Family Educational Rights & Privacy Act (FERPA), parents and/or guardians have access to this information, which is true for all student records. Library information, like other student records, cannot be shared with other parties without a legitimate need to know. Parents have the ability to access their child's library check-out records by logging into Destiny with their child's Chromebook login information. Library books identified with "mature themes" will be labeled with red tape visible on the book's spine. "Mature themes" may include but are not limited to the following: excessive drug use, rape, excessive violence, idealized suicide, graphic sexual content. This labeling practice is an ongoing process. If you have questions or concerns about a FCS library book, please notify the district media specialist.

NATIONAL HONOR SOCIETY

One of the highest scholastic honors a student at FCVS can attain is to be elected to membership in the National Honor Society. Membership is open to juniors and seniors who are enrolled as full-time (5 scheduled periods) FCVS students and who have attained a 3.6 GPA or above. Students must also have completed at least 6 community service hours from the summer before their freshman year to the time they are applying. Transfer students who have completed one semester at FCVS are eligible to apply for NHS membership, provided they are academically eligible and in good standing at their previous school.

(Transfer students who are members of NHS in their previous school will be admitted to membership in the FCHS/ FCVS chapter, upon verification from the NHS sponsor at the student's previous school.) When selecting new members, the faculty council considers four qualities: scholarship, service, leadership, and character.

An honorary organization, the NHS holds monthly meetings during the year and hosts the annual membership induction banquet. The Franklin Chapter, named for former teacher Nettie Craft, was organized in 1954.

Specific procedures for the selection of students for NHS are:

1. Juniors and seniors with cumulative grade point averages of 3.60 or higher receive invitations to complete a candidate form for membership via email in January, after the first grading period. Applications are complete ONLINE ONLY. Students indicate membership in school and community organizations, athletic teams, offices held, and awards and honors received. They also include the number of years of involvement in each activity. Students must complete the online application by the announced deadline. Late forms or improperly completed forms are not considered.
2. A ballot is prepared for the FCVS staff. Students are listed alphabetically by class. The reviewers are instructed to carefully review the list of candidates in regard to character. They use the 1-4 rating scale (1 = low/poor; 2 = below average; 3 = good; 4 = high/outstanding) to evaluate any student with whom they have had professional interaction, i.e., as a teacher, adviser, coach, etc. with. Reviewers are asked to explain any votes of a 1 or 2. Voting is completed online. The NHS faculty council retains the right to consult other faculty members if clarification is needed on a vote.
3. The faculty council then reviews the votes and/ or comments from faculty along with PowerSchool logs for the previous school year to assist in determining if a student meets the pillar for the character domain. The faculty council, consisting of the sponsor and a minimum of four other teachers either appointed by the principal or the sponsor, begins the final step in the selection of new members. The faculty reviews the completed candidate form for the remaining 2 pillars (service and leadership). According to the constitution of the NHS, only members of the council may vote, not the sponsor. If a problem arises, the sponsor discusses it with the principal. A student must have a majority vote of YES from the faculty council to be selected to receive the final 44 invitations to become an NHS member. Many times the reason for a NO vote is simply that the student has not exhibited enough leadership qualities or service. This is a valid reason, yet nothing serious is implied.
4. Students are notified of their acceptance/non-acceptance. Those who are chosen are required to attend the induction ceremony. A reception is usually a part of this event. Students maintain their NHS membership in good standing by keeping their GPAs at or above 3.6 for subsequent semesters, their records free of any serious disciplinary issues, attending NHS meetings, and participating in individual/ group service projects.
5. The faculty council may convene to discuss the membership of any student who falls short of membership criteria at any point should the need arise for disciplinary action.

PUBLICATIONS

All student newspapers, the yearbook, and the television station, Grizzly Cub Network are published and produced by FCHS students. Students who may want to help with the production of these publications are urged to contact FCVS counselor or principal. The publications material may not always reflect the views of Franklin Community Schools. Content is controlled and edited by the staff editors working under school board guidelines and policies. The staff will publish only legally protected speech adhering to the legal definitions of libel, obscenity, and the invasion of privacy. Advertising information can be obtained by calling 317-346-8100. The purpose of these publications and broadcasts is to inform the students, faculty, and community members of news, information, and issues that influence or affect them.

RELIGIOUS OBJECTION TO ASSIGNMENTS

In cases where a student requests to alter requirements in classes, for religious reasons, a written request, signed by the student, his parent or guardian, and the clergyman of his church, may be required by the administration. The request shall state the specific requirements in question and the specific church doctrine which supports the student's objection. School board guidelines and policies will be followed by the administration when making a final determination.

SCHEDULING YOUR COURSES

Students must have 40 credits for the Core 40 diploma or 47 credits to earn the Academic Honors or Technical Honors Diploma from Franklin Community Virtual School. When scheduling your courses, use this booklet to learn more about the content of each course, possible prerequisites, and possible fees. The counselor will conduct scheduling sessions to assist students and parents with course selections.

SCHEDULING PROCEDURES

Scheduling begins in January/February for the next school year. Schedules will normally be available in mid-May for students to double-check prior to summer break. They are given written information which they are instructed to share with their parents. Parents are urged to contact the counselor or the principal with any questions they may have about scheduling or the curriculum. Students with special scheduling needs that are not met by the schedule of classes are urged to ask their counselors to convene a case conference to discuss possible alternative schedules. Students who fail to turn in a schedule selection sheet will have a schedule created for them by their guidance counselor.

SCHEDULE CHANGE POLICY

It is extremely important for students and parents to carefully review course requests before submitting their final course selections. Be sure to review the prerequisites and recommendations and have questions answered prior to submitting the course request form. ONCE STUDENTS HAVE SUBMITTED COURSE REQUESTS, THEY ARE EXPECTED TO REMAIN IN CHOSEN COURSES (INCLUDING FULL YEAR AND ONE-SEMESTER COURSES). STUDENTS WHO FAIL TO SUBMIT A COURSE REQUEST FORM WILL HAVE THEIR COURSES CHOSEN FOR THEM. Students have until the last day of school to make changes in their schedules for the next school year. Any student planning to attend C-9 should make every attempt to finalize their schedule by the end of April. Schedule changes will not occur after May 31st for the upcoming school year. Only a few exceptions will be made and administration approval must be given.

Under special circumstances, an administrator may grant a change. These circumstances include:

- Need to meet high school graduation requirements
- Class was dropped due to lack of enrollment or staff change.
- Course capacity has been exceeded.
- Computer entry errors.
- Failure to meet prerequisites.
- Document the medical reason preventing participation. Documentation must directly outline in detail how the medical issue would prevent participation in any given course.
- Change in Individual Education Plan (IEP).
- Administrative/guidance discretion; Failure within a class is not a reason to be withdrawn from a class. A student must make every effort to complete all coursework assigned. Consideration may be given at the end of a semester for a possible schedule change due to a lack of success or other circumstances. If the administration agrees to a parent/student request to be withdrawn, the student will receive a W/F – withdrawn with an F.

TEACHER-STUDENT-PARENT CONFERENCE

Students and parents are encouraged to communicate with teachers and request an appropriate time to discuss concerns or issues they are having in class. Teachers can provide extra help with academic problems or other difficulties. It may be necessary, in some cases, to arrange a time that is convenient for the teacher, parent and student.

TESTING PROGRAM AT FCHS

PSAT/NMSQT (Preliminary Scholastic Aptitude Test/National Merit Scholarship Qualifying Test) This test is made available to students in October. Juniors and sophomores will take this test. The PSAT also determines National Merit Scholarships for qualifying juniors.

SAT (Scholastic Aptitude Test) at FCHS in March for all juniors. Virtual students will attend on-site for all State & National testing (eg. IREAD-3, ILEARN, PSAT, SAT).

STUDENT CONDUCT

(ATTENDANCE)

ACTIVITY PARTICIPATION AFTER AN ABSENCE

A student may not participate in extracurricular activities, practices, or after-school functions unless the student is in attendance at school by 9:30 AM. Students absent all day may not attend an extracurricular activity that day. If an extenuating school or family circumstance results in a student's failure to arrive by 9:30 AM or to attend all day, an exception can be made by the administration and/or the athletic director(s). Reasons MAY include FCVS-approved college visits, FCVS field trips, medical emergencies, and funerals. Students who are not able to attend during the school day due to illness will be considered too ill to attend after-school functions. A doctor/dentist appointment may be considered a pre-approved exception with proper documentation.

EXAMINATIONS-ATTENDANCE REQUIREMENTS

Students are required to be in attendance for final exams. Any absence other than illness, verified by a doctors note, will be up to administrative discretion if the student will be permitted to take the exam at a later date. The administration will not excuse students during exams unless the circumstances are extremely unusual. During exams, parent calls to explain absences are expected on the day of the absence. No final exam make ups are scheduled.

TARDY

The prompt arrival of students prepares them for success the entire day. Students are expected to be in synchronous courses and accessing asynchronous courses on time – receiving a call from a parent does not necessarily excuse being late to class. Students are considered to be tardy if the student is not in his/her assigned room when the teacher begins class.

Students who are tardy to classes are subject to discipline procedures outlined by their teacher. Students who accumulate 8 or more tardies across all classes will be considered habitually tardy. Any habitually tardy students will be referred to FCVS administration to determine next steps.

VOCATIONAL SCHOOL ATTENDANCE

Juniors and seniors can arrange with the counselors to attend our vocational and technical programs housed at Central Nine (C9). Students who enroll must remain throughout the school year. If a student is suspended, expelled, or withdraws from C9, his/her status also applies to his/her enrollment status at Franklin Community Virtual School. A student with excessive absences to C9 may, after being warned of and counseled about the problem, be withdrawn from C9 courses and placed in study halls at Franklin Community Virtual School.

Vacation periods for Franklin Community Virtual School and the vocational schools do not always coincide.

A student is required to attend the vocational school even if Franklin Community Virtual School is on vacation and to attend Franklin Community Virtual School even if the vocational school is dismissed.

TRUANCY

Students who miss school under the following circumstances will be considered truant:

A. Leaving school or synchronous class during the school day without parental knowledge or notification of school authorities.
B. Defying parental authority in the failure to attend school, or being absent from school without parental knowledge or approval.
C. Not reporting to one or more synchronous classes.
D. Failure to complete asynchronous coursework during expected school hours.
E. Being observed in a place that is completely unacceptable for the excuse that is presented and being unable to offer a satisfactory explanation for being there.
F. Leaving class without permission from the classroom teacher.
G. An absence for any unsatisfactory reason if the student/parent has been told that a reason will not be acceptable.

H. Excessive unexcused absences may be counted as truancy.
I. Arrival to class more than 10 minutes late may be classified as truancy from that class.

All class periods of truancy are considered unexcused absences. Repeated occurrences of truancy during the course of the school year will result in the student being identified as a "habitual truant." A student will be considered a "habitual truant" after 10 unexcused absences in one school year. (See Limit on Absences).

Students will not be excused from school to conduct any prom-related business. Students who miss school, or who arrive late or leave early, will be required to provide a doctor's note or suitable verifiable excuse for their absence to avoid being considered truant.

Students who accumulate 6 or more absences from school will be required to meet with the school counselor or principal. If the student accumulates 10 or more consecutive or 18 or more cumulative unexcused absences in one semester, they will be withdrawn from the virtual learning environment in accordance with IC 20-19-9-5.

When a student is considered a "habitual truant," if the student is under the age of eighteen, the Bureau of Motor Vehicles will be notified to suspend all driving privileges, and the student will be referred to the juvenile court. Students 18 years or older who are considered "habitual truants" will forfeit driving privileges to and from school. Further offenses may result in expulsion.

ADMINISTRATION OF DISCIPLINE

Administration reserves the right to modify discipline based on the severity and circumstances involved in the incident. The modifications that are made will comply with district policy. The modifications also take into account the past disciplinary record of the student (when appropriate) in determining the appropriate consequence. In certain circumstances, two different students may receive different consequences for the same infractions.

ACADEMIC INTEGRITY/CHEATING/PLAGIARISM

All assignments, quizzes, tests, papers, and other graded work are to be the product of the individual student being evaluated unless the teacher has specifically stated otherwise. If in the judgment of the instructor, a student uses artificial intelligence (AI) and/or another person's work and presents it as the student's own, the student will be given a failing grade for the specific assignment. Similarly, students who allow another student to copy their work for purposes of deception will be given a failing grade for the work. Subsequent offenses may result in more severe consequences including removal from and failure of the course.

The temptation to cheat while taking an online course may be especially great; after all, a teacher isn't there to watch you while you complete your work. Be fair to yourself and other students by avoiding the temptation. Do your own work. We fully expect you to complete all coursework honestly. Cheating involves submitting work in a written assignment or exam that is not your own. Honesty is the policy!

Cheating includes:

- Copying someone else's work (from another person, website, book, etc)
- Allowing someone else to copy your work
- Having someone else complete your work for you
- Using unauthorized material to help you complete your work
- Using Artificial Intelligence (AI) programs or apps to complete assessments

Plagiarism is becoming a very serious problem in schools today, both brick and mortar and online. Students either knowingly or not toe the line between right and wrong. Many times they are unaware of what this issue really involves. Plagiarism is simply defined as the process of stealing the ideas and work of others. Plagiarism is cheating. Indiana Online Academy has established steps to take when a teacher identifies an assignment and confirms that a student has plagiarized.

First Offense

- **Step 1:** The teacher halts grading on ALL submitted, ungraded work.
- **Step 2**: The student and guardian(s) will be notified and the student will be required to schedule a conference to discuss the assessment in question within 48 hours. A score of zero will be awarded without the opportunity to resubmit if the student does not meet with the teacher.
- **Step 3**: The student will have an opportunity to discuss the process of completing the assessment in question and to display understanding of the learning concepts.
- **Step 4**: If plagiarism and/or inappropriate use of Generative AI is confirmed, the student will be allowed to resubmit the assessment. If appropriate use of Generative AI is confirmed, a score will be awarded based on the content submitted.
- **Step 5:** The teacher will only resume grading after the assignment has been resubmitted if necessary.

Second Offense

- **Step 1:** The student and guardian(s) will be notified and the student will be required to schedule a conference to discuss the assessment in question within 48 hours. A score of zero will be awarded if the student does not meet with the teacher.
- **Step 2**: The student will have an opportunity to discuss the process of completing the assessment in question and to display understanding of the learning concepts.
- **Step 3**: If plagiarism and/or inappropriate use of Generative AI is confirmed, a score of zero will be awarded. If appropriate use of Generative AI is confirmed, a score will be awarded based on the content submitted.

Third Offense

- **Step 1:** The student and guardian(s) will be notified and the student will be required to schedule a conference to discuss the assessment in question within 48 hours. A score of zero will be awarded and step 4 will be implemented if the student does not meet with the teacher.
- **Step 2**: The student will have an opportunity to discuss the process of completing the assessment in question and to display understanding of the learning concepts.
- **Step 3**: If plagiarism and/or inappropriate use of Generative AI is confirmed, a score of zero will be awarded. If appropriate use of Generative AI is confirmed, a score will be awarded based on the content submitted.
- **Step 4:** The student's overall score will be reduced by 10%, which will occur when publishing the final score.

Fourth Offense

- **Step 1:** The student and guardian(s) will be notified and the student will be required to schedule a conference to discuss the assessment in question within 48 hours. A score of zero will be awarded and step 3 will be implemented if the student does not meet with the teacher.
- **Step 2**: The student will have an opportunity to discuss the process of completing the assessment in question and to display understanding of the learning concepts.
- **Step 3**: If plagiarism and/or inappropriate use of Generative AI is confirmed, the student will automatically receive a score of zero for the entire course. If appropriate use of Generative AI is confirmed, a score will be awarded based on the content submitted.

Final Exam Academic Integrity

- **Step 1:** The student and guardian(s) will be notified and the student will be required to schedule a conference to discuss the final exam(s) within 24 hours. A score of zero will be awarded if the student does not meet with the teacher.
- **Step 2**: The student will have an opportunity to discuss the process of completing the Final Exam(s) and to display understanding of the learning concepts.
- **Step 3**: If plagiarism and/or inappropriate use of Generative AI is confirmed, a score of zero will be awarded. If appropriate use of Generative AI is confirmed, a score will be awarded based on the content submitted.

Students who violate academic integrity policies for assignments for Indiana Online or EdOptions may be subject to additional discipline from FCVS as determined by administration.

AFFECTION (Public Display of Affection-PDA)

Excessive show of affection by students in school or on school property, including school activities that may take place away from the school building, is inappropriate conduct. Kissing and embracing are not considered to be appropriate behavior in school. See Student Discipline Chart for discipline consequences.

ALCOHOL

Use or possession of alcohol on school grounds or at school events is strictly prohibited by school board policy. Students who violate this policy will be recommended for expulsion on the first offense. Being under the influence of alcohol on school grounds or at school activities is prohibited as well. Any student having consumed alcohol prior to coming to school or an event will also be considered in violation of this policy.

During the School Day

➢ Use, prior consumption, or possession of alcohol on school grounds or at school events is strictly prohibited by school board policy.

➢ Students are prohibited from attending school or coming to school with any indication of consumption of alcohol. To indicate consumption, a breathalyzer, blood or urine tests, or any other appropriate means may be utilized.

➢ Students who violate this policy will be recommended for expulsion on the first offense.

At Activities or on School Grounds

➢ Students are prohibited from attending school activities or being on school grounds with any indication of consumption of or being in possession of alcohol or drugs. To indicate consumption, a breathalyzer, blood or urine tests, or any other appropriate means may be utilized.

➢ Students who are first offenders and have never attended a drug and alcohol rehabilitation program may, at the discretion of the administration, be permitted to complete such a program as a part of a 'waiver of expulsion'.

BULLYING-HARASSMENT P.L. 285-2013

1. Bullying committed by students toward other students is strictly prohibited. Engaging in bullying conduct described in this rule by use of data or computer software that is accessed through any computer, computer system, computer network, or cellular telephone or other wireless or cellular communication device, is also prohibited.
2. For purposes of this rule, bullying is defined as overt, unwanted, repeated acts or gestures, including verbal or written communications or images transmitted in any manner including electronically or digitally, physical acts committed, aggression, or any other similar behaviors that are committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted student and create for the target student an objectively hostile school environment that:
    a. places the targeted student in reasonable fear of harm to the targeted student's person or property;
    b. has a substantially detrimental effect on the targeted student's physical or mental health;
    c. has the effect of substantially interfering with the targeted student's academic performance; or
    d. has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities, and privileges provided by the school.
3. This rule may be applied regardless of the physical location of the bullying behavior when a student commits bullying behavior and the targeted student attends a school within the school corporation and disciplinary action is reasonably necessary to avoid substantial interference with school discipline or prevent an unreasonable threat to the rights of other students to a safe and peaceful learning environment.
4. Any student or parent who has knowledge of conduct in violation of this rule or any student who feels he/she has been bullied in violation of this rule should immediately report the conduct to the [school administrator or designee] who has responsibility for all investigations of student misconduct including bullying. A student or parent may also

report the conduct to a teacher or counselor who will be responsible for notifying the [school administrator or designee]. This report may be made anonymously.

5. The [school administrator or designee] shall investigate immediately all reports of bullying made pursuant to the provisions of this rule. Such investigation must include any action or appropriate responses that may be taken immediately to address the bullying conduct wherever it takes place. The parents of the bully and the targeted student(s) shall be notified on a regular, periodic basis of the progress and the findings of the investigation and of any remedial action that has been taken.
6. The [school administrator] will be responsible for working with the school counselors and other community resources to provide information and/or follow-up services to support the targeted student and to educate the student engaging in bullying behavior on the effects of bullying and the prevention of bullying. In addition, the school administrator and school counselors will be responsible for determining if the bullying behavior is a violation of law and required to be reported to law enforcement under Indiana law based on their reasonable belief. Such determination should be made as soon as possible and once this determination is made, the report should be made immediately to law enforcement.
7. False reporting of bullying conduct as defined in this rule by a student shall be considered a violation of this rule and will result in any appropriate disciplinary action or sanctions if the investigation of the report finds it to be false.
8. A violation of this rule prohibiting bullying may result in any appropriate disciplinary action or sanction, including suspension and/or expulsion.
9. Failure by a school employee who has a responsibility to report bullying or investigate bullying or any other duty under this rule to carry out such responsibility or duty will be subject to appropriate disciplinary action, up to and including dismissal from employment with the school corporation.
10. Counseling, corrective discipline, and/or referral to law enforcement will be used to change the behavior of the perpetrator. This includes appropriate intervention(s), restoration of a positive climate, and support for victims and others impacted by the bullying.
11. Educational outreach and training will be provided to school personnel, parents, and students concerning the identification, prevention, and intervention in bullying.
12. All schools in the corporation are encouraged to engage students, staff and parents in meaningful discussions about the negative aspects of bullying. The parent involvement may be through parent organizations already in place in each school.
13. The superintendent or designee will be responsible for developing detailed administrative procedures consistent with the Indiana Department of Education guidelines for the implementation of the provisions of this rule.

Students are strongly encouraged to report bullying concerns directly to a teacher or administrator or may submit a report using the STOPit anonymous reporting app or website available on the Franklin Community Schools website. Reports submitted anonymously must include enough information to facilitate an investigation.

CELL PHONE/ELECTRONIC DEVICE

Students are expected to have electronic devices such as, but not limited to, cell phones, headphones, and gaming devices turned off and put away during the virtual school day. Students may only use such devices when there is a legitimate educational need and must have the explicit permission of the instructor during a synchronous course. When students are present in an FCS school building for testing or other purposes, they are subject to the policy of that school building. Students who are reported to FCVS for using cell phones or other electronic devices during class time will be subject to the following discipline steps:

- First Offense: Referral to guidance counselor
- Second Offense: Referral to administration for possible withdrawal from the virtual learning environment

DESTRUCTION OF SCHOOL PROPERTY

Students who destroy or deface school property through acts of vandalism, during horseplay, or in fits of anger will be required to pay for the cost of replacing or repairing that property. Additional penalties, including expulsion, may be assigned, depending on the severity of the damage and/or the previous record of the student.

REMOVAL FROM CLASS OR ACTIVITY

● An administrator may remove a student from the teacher's class or activity for a period of up to 5 school days [not to exceed 5 days] if the student is assigned regular or additional work to be completed in another school setting.
● If a student is temporarily removed from a class, an administrator may place the student in one of the following settings: another appropriate class, another appropriate setting, or in-school suspension. The student may not be placed back into the original class until the administrator has a meeting with the teacher, the student, and the student's parents to determine an appropriate behavior plan for the student. If the parents do not attend this meeting within a reasonable time, the administrator may place the student in another class or educational setting.

SUSPENSION FROM SCHOOL: A school administrator may deny a student the right to attend school and/or take part in any school function for a period of up to 10 school days [not to exceed 10 days].

EXPULSION: A student may be expelled from school for a period no longer than the remainder of the current semester plus the following semester. In cases where the student is being expelled for possession of a firearm, a destructive device, or a deadly weapon, the maximum length of the expulsion period is listed under the Grounds for Suspension and Expulsion, Section C and Section D.

GROUNDS FOR SUSPENSION OR EXPULSION

The grounds for suspension or expulsion listed in Section A below apply when a student is:

- On school grounds immediately before, during, and immediately after school hours and at any other time when the school is being used by a school group (including summer school);
- Off school grounds at a school activity, function, or event; or
- Traveling to or from school or a school activity, function, or event.

A violation by a student of a rule listed in Sections A and B is subject to a range of disciplinary consequences imposed by teachers or administrators intended to be progressive in nature and move to a more serious consequence with each violation of the same or similar rule. In recognizing that violations of certain rules and the resulting consequences will be dependent upon the age of the student, the number of prior violations and the severity of the violation, the principal of each building level shall develop the minimum and maximum consequences for each rule for their building that is to be approved by the board annually and published in the student handbook for each building. The appropriate consequence should be the least severe that will adequately address any danger to the student and other persons, prevent further disruption of activities, and promote student achievement.

A. Student Misconduct and/or Substantial Disobedience

Grounds for suspension or expulsion are student misconduct and/or substantial disobedience. The following rules define student misconduct and/or substantial disobedience for which a student may be suspended or expelled:

1. Using violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or other conduct constituting an interference with school purposes, or urging other students to engage in such conduct. The following enumeration is only illustrative and not limited to the type of conduct prohibited by this rule:
    i. Occupying any school building, school grounds, or part thereof with intent to deprive others of its use.
    ii. Blocking the entrance or exits of any school building or corridor or room therein with intent to deprive others of lawful access to or from, or use of the building, corridor, or room.
    iii. Setting fire to or damaging any school building or school property.

iv. Prevention of or attempting to prevent by physical act the convening or continued functioning of any school or education function, or of any meeting or assembly on school property.
v. Intentionally making noise or acting in any manner so as to interfere with the ability of any teacher or another person to conduct or participate in an education function.

2. Engaging in any kind of aggressive behavior that does physical or psychological harm to another person or urging other students to engage in such conduct. Prohibited conduct includes coercion, harassment, hazing, or other comparable conduct.
3. Engaging in violence and/or threat of violence against any student, staff member, and/or other persons. Prohibited violent or threatening conduct includes threatening, planning, or conspiring with others to engage in violent activity.
4. Causing or attempting to cause damage to school property, stealing or attempting to steal school property.
5. Causing or attempting to cause damage to private property, stealing or attempting to steal private property.
6. Causing or attempting to cause physical injury or behaving in such a way as could reasonably cause physical injury to any person. Self-defense or reasonable action is undertaken on the reasonable belief that it was necessary to protect oneself and/or another person is not a violation of this rule.
7. Threatening or intimidating any person for any purpose, including obtaining money or anything of value.
8. Threatening (whether specific or general in nature) injury to persons or damage to property, regardless of whether there is a present ability to commit the act.
9. Failing to report the actions or plans of another person to a teacher or administrator where those actions or plans, if carried out, could result in harm to another person or persons or damage property when the student has information about such actions or plans.
10. Possessing, handling, or transmitting a knife or any object that can reasonably be considered a weapon, is represented to be a weapon, or looks like a weapon
11. Possessing, using, transmitting, or being affected by any controlled substance, prescription drug, narcotic drug, a hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, intoxicant or depressant of any kind, or any paraphernalia used in connection with the listed substances. Also prohibited is the consumption of any of the stated substances immediately before attending school or a school function or event. Low THC Extract as defined by state law is excluded from this rule.
    a. Exception to Rule 11: a student with a chronic disease or medical condition may possess and self-administer prescribed medication for the disease or condition if the student's parent has filed a written authorization with the building principal. The written authorization must be filed annually. The written authorization must be done by a physician and must include the following information:
        i. That the student has an acute or chronic disease or medical condition for which the physician has prescribed medication.
        ii. The nature of the disease or medical condition requires emergency administration of the prescribed medication.
        iii. The student has been instructed on how to self-administer the prescribed medication.
        iv. The student is authorized to possess and self-administer the prescribed medication.Possessing, using, or transmitting any substance which is represented to be or looks like a narcotic drug hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant, depressant, or intoxicant of any kind.
12. Possessing, using, transmitting, or being affected by caffeine-based substances other than beverages, substances containing phenylpropanolamine (PPA), stimulants of any kind, or any other similar over-the-counter products.
13. Possessing, using, distributing, purchasing, or selling tobacco or nicotine-containing products of any kind or in any form. These products include e-cigarettes, vaping devices, any type of look-alike products or other related products or devices associated with tobacco or nicotine use or electronic nicotine delivery systems.
14. Offering to sell or agreeing to purchase a controlled substance or alcoholic beverages.

15. Failing to comply with directions of teachers or other school personnel during any period of time when the student is properly under their supervision, where the failure constitutes an interference with school purposes or an educational function.
16. Failing to completely and truthfully respond to questions from a staff member regarding school-related matters including potential violations of the student conduct rules or state or federal law.
17. Falsely accusing any person of sexual harassment, or of violating a school rule, and/or a state or federal law.
18. Engaging in any activity forbidden by the laws of Indiana constitutes an interference with school purposes or an educational function.
19. Aiding, assisting, agreeing, or conspiring with another person to violate these student conduct rules or state or federal law.
20. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, and wrongfully obtaining test copies or scores.
21. Taking, recording, displaying, and/or distributing pictures (digital or otherwise), video or audio recordings without the consent of the student or staff member in a situation not related to a school purpose or educational function.
22. Possessing sexually-related materials which include images displaying uncovered breasts, genitals, or buttocks.
23. "Sexting" or using a cell phone or other personal communication device to possess or send text or email messages containing images reasonably interpreted as indecent or sexual in nature. In addition to taking any disciplinary action, phones will be confiscated and any images suspected to violate criminal laws will be referred to law enforcement authorities.
24. Engaging in pranks or other similar activities that could result in harm to another person.
25. Using or possessing gunpowder, ammunition, or an inflammable substance.
26. Violating any board policy or administrative rules that are reasonably necessary for carrying out school purposes or an educational function, including, but not limited to:
    a. engaging in sexual behavior on school property;
    b. engaging in sexual harassment of a student or staff member;
    c. disobedience of administrative authority;
    d. willful absence or tardiness of students;
    e. engaging in speech or conduct, including clothing, jewelry, or hairstyle, that is profane, indecent, lewd, vulgar, or refers to drugs, tobacco, alcohol, sex, or illegal activity;
    f. violation of the school corporation's acceptable use of technology policy or rules;
    g. violation of the school corporation's administration of medication policy or rules;
    h. possessing or using a laser pointer or similar device.
27. Possessing or using an electronic device (e.g. cellular phone, tablet computer, pager, digital camera, electronic equipment) in a manner which constitutes an interference with a school purpose or educational function, an invasion of privacy, or an act of academic dishonesty, or is profane, indecent, or obscene. In addition to being disciplined, students who use an electronic device in a manner that is inconsistent with this rule may have the device confiscated by the school administration. Such devices will be returned to the parent.
28. Possessing or using on school grounds during school hours an electronic device, a cellular telephone, or any other telecommunication device, including a look-a-like device, in a situation not related to a school purpose or educational function or using such device to engage in an activity that violates school rules. This rule is not violated when the student has been given clear permission from a school administrator or a designated staff member to possess or use one of the devices listed in this rule. In addition to being disciplined, students who use an electronic device in a manner that is inconsistent with this rule may have the device confiscated by the school administration. Such a device will be returned to the parent.
29. Any student conduct rule the school building principal establishes and gives notice of to students and parents.

B. **Possessing A Firearm or A Destructive Device**

1. No student shall possess, handle or transmit any firearm or a destructive device on school property.

2. The following devices are considered to be a firearm under this rule: any weapon that is capable of expelling, designed to expel, or may readily be converted to expel a projectile by means of an explosion.
3. For purposes of this rule, a destructive device is:
    a. an explosive, incendiary, or overpressure device that is configured as a bomb, a grenade, a rocket with a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, a Molotov cocktail or a device that is substantially similar to an item described above,
    b. a type of weapon that may be readily converted to expel a projectile by the action of an explosive or other propellants through a barrel that has a bore diameter of more than one-half inch, or a combination of parts designed or intended for use in the conversion of a device into a destructive device.
    c. A destructive device is NOT a device that although originally designed for use as a weapon, is redesigned for use as a signaling, pyrotechnic, line throwing, safety, or similar device.
4. The penalty for possession of a firearm or a destructive device: suspension of up to 10 days and expulsion from school for at least one calendar year with the return of the student to be at the beginning of the first semester after the one-year period. The superintendent may reduce the length of the expulsion if the circumstances warrant such reduction.
5. The superintendent shall immediately notify the appropriate law enforcement agency when a student engages in the behavior described in this rule.

C. Possessing A Deadly Weapon

1. No student shall possess, handle or transmit any deadly weapon on school property.
2. The following devices are considered to be deadly weapons for purposes of this rule:
    ● a weapon, taser or electronic stun weapon, equipment, chemical substance, or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury;
    ● an animal readily capable of causing serious bodily injury and used in the commission or attempted commission of a crime; or biological disease, virus, or organism that is capable of causing serious bodily injury.
3. The penalty for possession of a deadly weapon: up to 10 days suspension and expulsion from school for a period of up to one calendar year.
4. The superintendent may notify the appropriate law enforcement agency when a student engages in the behavior described in this rule.

D. Unlawful Activity

A student may be suspended or expelled for engaging in unlawful activity on or off school grounds if

1. the unlawful activity may reasonably be considered to be an interference with school purposes or an educational function, or
2. the student's removal is necessary to restore order or protect persons on school property. This includes any unlawful activity meeting the above criteria that takes place during weekends, holidays, other school breaks, and the summer period when a student may not be attending classes or other school functions.

E. Legal Settlement

A student may be expelled if it is determined that the student's legal settlement is not in the attendance area of the school where the student is enrolled.

LEGAL REFERENCES: I.C. 20-33-8 I.C. 35-31.5-2-86
I.C. 35-47.5-2-4 I.C. 35-47-1-5

<u>Other Common Penalties</u>

In addition to out of school suspension, these are other penalties which are commonly imposed:

- Required meetings with school counselor
- Suspension from the school bus
- Suspension from extracurricular activities
- Suspension of privileges, such as use of the library, and attendance at extracurricular activities and convocations
- School cleanup
- Repair of damaged materials or pay for the costs of damage repair
- Writing assignments
- Loss of driving privileges to school
- Invalidation of driver's license
- **This is not an all-inclusive list.**

DRESS CODE

Good common sense should prevail when it comes to considering what types and styles of clothing should be worn to school. Your child's attire and appearance at school must not cause a distraction in the learning environment. Any articles of clothing that have profane, obscene, lewd, vulgar, and/or gang related designs or meanings are not permitted. Tobacco and/or alcohol slogans, designs, or meanings are not permitted. Due to varying clothing styles and fashion trends it is not possible to create a comprehensive list of everything that is or is not appropriate for the school environment. Administration, faculty, and staff will have the final authority to determine if a student's dress is appropriate for school.

Students who have questions about particular types or items of dress should talk to an administrator. Students should be appropriately covered from the bodily region starting at the shoulders and ending at knees. The definition of "appropriate" may vary depending on clothing style and what is exposed. Should the administration deem a student's dress to be unacceptable for the educational environment, students can be required to change and/or be removed from the virtual learning environment for the remainder of the day. Students who have 2 or more dress code violations may be subject to further disciplinary action.
WHEN QUESTIONS REGARDING APPROPRIATE DRESS ARISE, THE ADMINISTRATOR'S DECISION IS FINAL.

DRUGS/PARAPHERNALIA/DAB PENS

At any time a student is on the school premises or attending a school-sponsored activity FCVS will recommend expulsion on the first offense if the student is found to be in possession of, transmitting, selling, or having used illegal drugs. This includes students who use illegal drugs prior to attending school or a school-sponsored activity.
In addition to controlled substances or drugs for which a prescription is required under federal or state law, "look-alike" drugs are prohibited. Included under drugs and tobacco are smokeless electronic devices used to inhale any product. Electronic cigarettes, vapors, or any smokeless devices are considered paraphernalia and may not be possessed on school grounds.
A student who knowingly or intentionally possesses in school a "look-alike" drug will receive the same penalty that would apply should the substance actually have been an "illegal" drug. "Look-alike" drugs are defined as any substance:

1. Which is expressed or implied to represent a controlled substance;
2. Which is distributed under circumstances that would lead a reasonable person to believe that the substance is a controlled substance; or
3. Which by overall dosage unit appearance, including shape, color, size, markings, taste, consistency, or any other identifying physical characteristic of the substance, would lead a reasonable person to believe the substance is a controlled substance.

Furthermore, possession in school or at school activities of paraphernalia commonly associated with the use of drugs is strictly prohibited. Examples of paraphernalia include dab pens, bongs, water pipes, rolling papers, grinders, or any other devices commonly used with drug use. Being under the influence of drugs on school grounds or at school activities is

prohibited as well. Having consumed a drug before coming to school or a school activity is a violation of this policy as well.

DUE PROCESS

Suspensions

Before an FCVS student is suspended from school, the following procedures will be followed:

1. The student shall be informed of the charges against him or her.
2. A summary of the evidence against the student shall be given to the student orally or in writing.
3. The student shall be given an opportunity to explain his or her conduct, and to defend himself or herself.
4. Following this informal hearing, if the principal or designee determines that the student is to be suspended, the administrator will inform the student of the date(s) of the suspension. Reasonable efforts shall be made to notify immediately the parents either by telephone or in person if the student is to be suspended out of school. In the case of all suspensions, in school or out of school, the parent will be notified in writing. If the student or parents believe that the assistant principal has erred in judgment, an appeal may be made to the principal.

Expulsions

The following procedures shall be followed before a student is expelled:

1. A written statement will be sent by the principal to the superintendent, describing the student's misconduct and recommending expulsion.
2. If the superintendent agrees that there are reasonable grounds for expulsion, the superintendent shall appoint a hearing examiner.
3. If a hearing is requested, the hearing examiner conducts the hearing and prepares a determination of the recommended expulsion.
4. An appeal to expulsion may not be submitted to the School Board. (per Board Policy)
    a. In the case of a student with a 504 or special education placement, the process does not go to the superintendent until a Manifest Determination is conducted.

Public Law 162, enacted by the General Assembly of Indiana, outlines in detail the procedures to be followed when a student is disciplined by expulsion or suspension. A copy of this act is on file in the FCHS library. In addition, the Franklin Community Schools Policy Book outlines in detail the rights and responsibilities of students in this regard.

ELECTRONIC DEVICES

FCS adopted a board policy prohibiting the use of electronic devices during the school day for non-educational purposes. Therefore, all electronic devices including, but not limited to, cell phones, Ipods, CD players, headphones, cameras, recording devices, etc., are to be turned off and are not to be in use during the school day except during a students' lunch, in hallways or during Wed morning PLC time. All electronic devices fall under the cell phone category outlined in this policy.

CELL PHONES - Possession of a cell phone or other electronic communication device (ECD), by a student is a privilege, which may be forfeited by any student who fails to abide by the terms of this guideline, or otherwise engages in misuse of this privilege. **Cell phone use is prohibited in areas that are considered private including restrooms, locker rooms, health clinics, and while in the main office.**

For causal use in administratively pre-determined and clearly designated non-instructional areas of the building during non-instructional time. The terms instructional and non-instructional space shall be determined by the administration in reference to the activity occurring in the space and not by the general purpose of the space.

The Board is not responsible for the loss, theft, damage, or vandalism to student cell phones or ECDs as well as other student property. Students and parents are strongly encouraged to take appropriate precautions, if students have cell phones or ECDs in their possession, to make sure the cell phones and ECDs are not left unattended or unsecured.

Using a cell phone or other ECD in an unauthorized manner or in violation of the policy, may result in loss of this privilege, additional disciplinary action (e.g., warnings, parental notification, and conferences, suspension, expulsion),

confiscation of the cell phone or ECD (in which case, the cell phone or ECD will only be released/returned to the student's parent/guardian or directly to the student pending administrative determination after the student complies with any other disciplinary consequence that is imposed), and/or referral to law enforcement if the violation involves an illegal activity (e.g., child pornography, sexting). Parents/guardians are advised that the best way to get in touch with their child during the school day is by calling the school office. Students may use school phones to contact parents/guardians during the school day.

LAW ENFORCEMENT OFFICIALS

A law enforcement officer may arrest a student and remove him/her from school. A law enforcement officer may confer with a student on school premises. School board policy and guidelines will be followed.

PROFANITY

The use of profanity in school or during school activities by students is prohibited.

PROVOCATION

Provocation/Inciting – Students who are found to be provoking, inciting, or escalating other students or situations will be subject to discipline. Students found to be provoking, inciting, or escalating (stirring up, spurring on, or annoying someone into doing something) other students or situations may be assigned a minimum of a night school depending upon the circumstances.

RESPONDING TRUTHFULLY AND FOLLOWING DIRECTIVES

Refusing or failing to follow a directive from a school employee, including a directive to respond truthfully and completely when questioned about a school-related matter, are offenses in which the student will be disciplined. (Indiana Code 20-8.1 – 5.1-8, 9, 10)

ASSISTANCE OF LAW ENFORCEMENT

A member of the administration or a faculty/staff member acting at the direction of an administrator may request the assistance of a law enforcement officer to search any area of the school premises, any student, or any motor vehicle on school premises. If the administrator or designated faculty/staff member has reasonable suspicion to believe that the person or area to be searched possesses or contains items which cause, or can reasonably be foreseen to cause, interference with school purposes or an educational function, or which are forbidden by State Law or School Rules. When the law enforcement officers respond to such a request, no school employee shall assist or otherwise participate in any search conducted.

SEXUAL HARASSMENT

Examples of sexual harassment include jokes about a person's body; sexual remarks, jokes, or innuendoes; personally intrusive conversations; obscene gestures; staring or leering; inappropriate and unwelcome touching; lifting up skirts or pulling clothing; whistling or catcalling; pressing for dates or sexual activity; cornering or blocking the victim's passage; molestation; and rape. Sexual harassment also takes the form of obscene graffiti; displays of pornographic pictures, sexting or offensive related objects, such as condoms; and sexual gossip about a victim. Sexual harassment of any kind is a very serious offense, and the penalty will be severe and may include expulsion. Students are expected to report any incidents of sexual harassment to the principal or any staff members. Reports may be made using the STOPit anonymous reporting app or website available on the Franklin Community Schools website. All reports of sexual harassment will be reviewed by the Sexual Harassment Coordinator assigned by the Superintendent. In cases where students believe that the school officials have not responded correctly, they are encouraged to contact the Office of Civil Rights, State of Indiana. For more information regarding the School Board sexual harassment policy, please see page 81.

STUDENT PERSONAL PROPERTY

The Board is not responsible for the loss, theft, damage, or vandalism to student cellular telephones or ECDs as well as other student property. The school recommends that students leave all personal items at home. In the event this is not possible, students and parents are strongly encouraged to take appropriate precautions to make sure the student's personal items are not left unattended or unsecured. Students should use their assigned locker and the locks provided to them by the physical education department and/or athletic department to secure items in locker rooms. Students should not carry large sums of money or expensive personal items to school. Large sums of money brought to school for school purposes should be in the form of a check. If a check is not possible the student and parent should develop a plan to ensure the money is directly delivered to the appropriate faculty/staff member as soon as the student arrives at school. The school will not conduct an investigation into a lost or stolen item unless the administration has reasonable suspicion of the student(s) involved and the student has taken the necessary precautions to prevent theft.

SUPERVISION REQUIRED

Students may not use the gymnasium, auditorium, or other areas of any school during non-school hours unless they are supervised by a school staff member who is present.

SUSPENDED AND EXPELLED STUDENTS

A student who is suspended or expelled from FCVS may not be on any FCS property at any time during the time of suspension unless specific prior approval to do so is granted by the school administration.

THEFT

In all schools the danger of theft exists. Students are responsible for safeguarding their personal property in school, as well as school property that is issued to them, including textbooks and uniforms. The school will not replace stolen personal property and will expect students to pay for the replacement of stolen school property that has been issued to them. It is each student's responsibility to be certain that all such property is locked at all times when the student does not have it on his person.

TOBACCO/VAPING

The use and/or possession of tobacco or tobacco products inside of and on the property of FCS is not permitted. This includes cigarettes, e-cigarettes, vaporizers, pipe tobacco, cigars, chewing tobacco, snuff, lighters, matches, or any other type of tobacco product. (I.C. 35- 46-1-10.5). The minimum age to buy nicotine products in Indiana has officially changed to 21. Any high school student in possession of cigarettes, e-liquids, or e-cigarettes may be ticketed for possession while on school property.

Use of or possession of tobacco, including smokeless tobacco, by a student on school premises or while attending a school-sponsored activity is a violation of school board policy. The use of a smokeless electronic device is included under this category and under drugs. Electronic smoking devices such as vapes, E-cigs, Herbal Vaporizers or any look-alike device simulating smoking regardless of what substance is being used will be treated as a tobacco violation unless the substance is considered an illegal drug or there is reasonable suspicion the device contains an illegal drug. See the discipline chart for more info. See Drugs for devices that are commonly used as paraphernalia such as dab pens. Using and/or possessing tobacco while traveling to and from school will be treated as a tobacco violation. Students in possession of any electronic smoking device, tobacco, vape juice, or other tobacco paraphernalia will be referred to law enforcement. Law enforcement may decide to cite for possession.

STUDENT INCENTIVES

Franklin Community Virtual School, in collaboration with the high school, supports the use of incentives to encourage positive student behaviors. Every year, a committee discusses the merits of current incentives and supports student ideas to create additional incentives. Incentives are designed to encourage a level of high success in coursework, excellent

attendance, and a desire to follow school rules and procedures. For those reasons, incentives will be based on grades, attendance, and discipline. Current school-wide incentives for students to earn are as follows:

GWEC - Governors Work Ethic Certificate - Seniors may work towards earning the GWEC. The GWEC requires a senior to commit to maintaining an accumulative GPA of 2.0 or higher, complete 6 service hours through the program which is set up as a privilege to attend during COACH and miss no more than 3 days during the entire senior school year. More information is available at FCHS.

E/CA'S AND ATHLETICS (K-8)

FCVS students who wish to participate in any E/CA's or athletic activities at Creekside, Union, Needham, Webb, Northwood, CBIS, or FCMS will be held to the code of conduct of the hosting school. Parents can locate these handbooks on the school website or gain copies from the respective school office.

E/CA's (9-12)

FCVS high school students are not eligible for athletics. Students who wish to participate in any E/CA's at FCHS will be held to the code of conduct at the high school. Parents can locate the handbook on the school website or gain copies from the FCHS school office.

FAN BUSES (9-12)

When there is sufficient student interest, fan buses will be made available for athletic or band events. It is required that students pay a transportation fee when they sign to ride the bus. All buses leave and return to the high school. Only FCHS students may ride student fan buses. Students who go to an event on a fan bus are required to return on that bus unless special permission has been given. Only in unusual circumstances and when parents have communicated directly with the school administrator or the chaperone of the bus, will this permission be granted.

FRANKLIN COMMUNITY SCHOOLS ACCEPTABLE USE POLICY (AUP) AND GUIDELINES

Responsible Use Of Technology And Internet Use Policy

1. Statement of Corporation Policy:

Franklin Community School Corporation ("Corporation") believes accessing content on the Internet is essential to fully prepare students for their careers and life. The goal in providing access to the Internet and other technology to staff and students is to promote educational excellence by facilitating instruction, collaboration, innovation, and communication. The Corporation's students and employees (collectively "Users") accessing the Internet are representing the Corporation and therefore have a responsibility to use the Internet in a productive manner that meets the ethical standards of an educational institution.

It is the joint responsibility of students, parents, and employees of the Corporation to assure the appropriate and effective use of technology to both enhance the quality of student learning and the efficiency of Corporation operations. The smooth and reliable operation of the Corporation's technological resources is dependent upon the proper conduct of the end users who must adhere to stated policies.

Use of any and all technological resources is a privilege, not a right, and as such, users take seriously the responsibilities associated with this user agreement. Inappropriate use may result in a cancellation of some or all privileges and/or other appropriate discipline. The Corporation reserves the right to read, print, delete, store, or

use any transmission on this system at its discretion and grants permission to use this system for educational purposes only.

2. Scope of Use:

To ensure that students receive a quality education in an intellectually stimulating environment, both during in-person learning and virtual/eLearning learning, it is the goal of the Corporation to provide all students with access to a variety of technological resources. All technological resources shall be used in accordance with any and all Corporation policies as well as local, state, and federal laws governing the usage of technology and its component parts. All users shall use the provided technological resources so as not to waste or abuse, interfere with or cause harm to other individuals, institutions, or companies.

This policy applies to all technology provided by the Corporation as well as the personal devices of Users. This includes, but is not limited to, telephones, cellular devices, digital media players, tablets, laptop and desktop computers and work stations, direct radio communication, Internet access, voice mail, e-mail, text messaging, direct messaging through device applications, facsimile transmission and receipt, artificial intelligence, including language-generation tools and large language models, and any computer based research and/or communication.

3. Definition of Terms Used:

"Confidential information" means information that is declared or permitted to be treated as confidential by state or federal law, including the Family Education Rights and Privacy Act ("FERPA"), or Corporation policy or guideline on access to public records.

"Proprietary information" means information in which a person or entity has a recognized property interest such as a copyright.

"Personal device" includes cell phones, smart phones, laptops, tablets, handhelds or any other device that is not the property of the Corporation but is used at school or a school activity, or connected to Corporation technology by a wired or wireless link.

"Technology" means computers and computer systems, public and private networks such as the Internet, artificial intelligence, including language-generation tools and large language models, phone networks, cable networks, voice mail, e-mail, telephone systems, copiers, fax machines, audio-visual systems, cellular devices, tablets, laptop and desktop computers, direct radio communications, text messaging, direct messaging through device applications, and similar equipment as may become available.

"User" means a Corporation employee, student, volunteer, or other person authorized to use Corporation technology.

4. Ownership of Corporation Technology and Information:

The technology provided by the Corporation and all information stored by that technology is at all times the property of the Corporation. Documents and other works created or stored on the Corporation technology are the property of the Corporation and are not the private property of the user. This includes all information created using technology and/or placed on a website, blog, and/or other storage device.

5. Conditions and Standards for Responsible Use of Technology:

a. Responsible use of technology is ethical, academically honest, respectful of the rights of others, and consistent with the Corporation's mission. Technology should be used by students to learn and communicate in correlation with the curriculum while under a teacher or supervisor's direction. Student owned personal devices and Corporation technology shall be used by students under teacher supervision with the purpose of improving instruction and student learning.

b. Users will become familiar with and comply with all expectations of the Corporation for the responsible use of Corporation technology as communicated in school handbooks, school Corporation policy, and other communications and standards concerning the use of Corporation technology.

c. Users shall NOT use the Technology to: Access, create, send or receive, store, or display obscene materials; create or send threatening or libelous communications or communications which include vulgar, abusive, or otherwise inappropriate language; access or use other individuals' accounts, information, or files without permission; access websites, files, or other information or resources using passwords not specifically assigned to themselves; wantonly waste corporation resources; damage, disable, or otherwise disrupt the operation of the network; or violate any local, state, or federal statutes, including but not limited to copyright law. Users shall not send, receive, view, or download materials that are harmful to minors, as defined by I.C. 35-49-2-2, on Corporation technology.

d. Users must respect and protect the privacy and intellectual property rights of others and the principles of their school community. The IT Services Staff are the only individuals authorized to select, adopt, and allow the use of Technology, hardware, software, and web-based resources for Users, including resources for website creation, multimedia projects, presentations, and other collaborations. The IT Services Staff in consultation with the Superintendent's other designees will select resources based upon online safety, coordinated professional development, and informed technical support. If a teacher or student desires to use an alternate resource, they must make a request to the IT Services Staff via the established process. Further, Users shall not alter, delete, or destroy data, information, or programmatic instructions contained in or on Corporation technology without permission from the IT Services Staff. Personally generated files and documents may be deleted by the User who created them, unless they may include propriety information, a student's personally identifiable information, and/or information potentially subject to litigation.

e. Any recording made on school grounds or during instructional time, whether in-person or virtual, may be subject to copyright laws and the protection of the privacy rights of others, including personally identifiable information about a student protected by the Family Education Rights and Privacy Act ("FERPA"). Where IT Services Staff or other Corporation staff have reasonable suspicion that a recording, data, or image was made in violation of this Policy, such item may be confiscated by Corporation staff. Any use of a recording device to invade the privacy of another person will result in sanctions for the person making the recording.

f. Users must notify IT Services Staff if they have violated the conditions established for the use of Corporation technology or have witnessed or become aware of another user misusing Corporation technology. Users shall be responsible for noting and reporting any inappropriate use of Corporation technology in violation of Corporation policy or conduct standards including threats, bullying, harassment, or communications proposing or constituting a violation of the law or the Student Code of Conduct.

g. If a user creates a password, code or encryption device to restrict or inhibit access to electronic mail or files, the user will provide access to that information when requested to do so only by the user's supervisor, or the IT Services Staff. This includes personal technology brought to or accessed during the work or student day or at a school activity including bus transportation. The IT Services Staff or a designee shall be authorized to override any password, code or encryption device to access the technology. Users shall not use Corporation technology anonymously or use pseudonyms to attempt to escape from responsibilities under this policy, regulations, or the law.
h. Creation of an account, access to a new application, or any other initial use of software or technological applications in the public domain (non-Corporation managed technology) must be under the supervision of a teacher, for instructional purposes, and only on school approved sites.
i. A user shall never use another user's password, or account, even with the permission from the user. Any need to have access to another user's account shall be addressed with the IT Services Staff.
j. An unauthorized attempt to log on to Corporation technology as a System Administrator may result in severe discipline including termination for employees and expulsion for students.
k. Students shall not be required to divulge personal information for access to a non-Corporation managed technology.
l. Students will be permitted access to the Internet through Corporation technology.
m. In order to comply with the Children's Internet Protection Act ("CIPA") and I.C. 20-26-5-40.5, the Board has implemented technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors. Thus, Student use shall be filtered to minimize access to inappropriate materials. Student access to inappropriate materials despite the presence of the filter shall be reported immediately to the IT Services Staff. The filtering software shall not be disabled or circumvented without the written authorization of IT Services Staff.
n. The corporation may utilize a wide variety of third-party web-based applications in its curriculum. Although these applications are widely used by the education community and support K-12 institutions, the terms of service for many sites require explicit parental permission for children under the age of 13. The Children's Online Privacy Protection Rule permits the corporation to provide the necessary consent for educational purposes.
o. While online, student users shall not reveal personal information such as name, age, gender, home address or telephone number, and are encouraged not to respond to unsolicited online contacts and to report to a teacher or supervisor any online contacts which are frightening, threatening, or otherwise inappropriate.
p. Students, parents and staff are advised that any student connection to any Internet or network provider not under Corporation control may not be filtered to the same degree as connection through Corporation provided access. The Corporation is not responsible for the consequences of access to sites or information through resources that circumvent the Corporation's filtering software.
q. Users accessing the Internet through personal devices connected to Corporation technology must comply with this policy.
r. The Corporation may provide network access for personal devices. Physically connecting to the network via a wire or connecting to a non-designated wireless network without prior authorization from IT Services Staff is prohibited. Users connecting personal devices to Corporation technology do so at their

own risk. The Corporation is not responsible for damages to hardware or software as a result of the connection of personal devices to Corporation technology.

s. Users must not knowingly cause damage to Corporation technology, including transmit a computer virus or other malware that is known by the user to have the capability to damage or impair the operation of Corporation technology, or the technology of another person, provider, or organization, nor shall a user take any action that could cause damage to Corporation technology or other Corporation property.

6. Conditions and Standards for Responsible Use of Electronic Communication:

a. Communications with students/parents/guardians, even if not using school resources, are within the jurisdiction of the Corporation to monitor as they arise out of one's position. For official Corporation business, employees are to use a Corporation email account when communicating with a student/parent/guardian via email.

b. Electronic communication between staff and students/parents/guardians should be written as a professional representing the Corporation. This includes word choices, tone, grammar, and subject matter.

c. All data stored or transmitted on Corporation computers shall be monitored. Corporation email accounts shall not be used for sending or attempting to send anonymous messages.

d. Unauthorized photos and videos of students and staff shall not be shared or posted electronically.

e. Electronic correspondence is a public record under the public records law and may be subject to public inspection.

f. The line between professional life and personal life must be clear at all times. Corporation employees should only use their Corporation account or other approved communication method (Google, Zoom, etc.) to communicate with students and/or parents and guardians, and should only communicate on matters directly related to education. Relationships associated with such educational social media accounts should only be with members of the educational community, such as administrators, teachers, students, and parents of such students.

g. All Corporation employees will be responsible for information that they make public through the use of electronic communication. Teachers are the gatekeeper for the privacy and protection of students. When other people can see your conversations with students (i.e. followers on social media), you may be endangering them and also violating the Family Educational Rights and Privacy Act ("FERPA").

7. Conditions and Standards for Responsible Use of Virtual Instruction:

a. All policies, rules, and applicable state and/or federal law apply when in virtual learning classrooms.

b. All staff and students should conduct themselves as if they are physically present in the classroom.

c. Staff shall monitor attendance to ensure student privacy.

d. Staff and students shall manage screen sharing options while conducting or participating in class.

e. Staff shall stop class if it is necessary to protect the privacy of a student or a group of students.

f. No individual, including parent(s) or guardian(s), shall record a class session unless it is a staff member and there is an educational reason for doing so and necessary permission has been obtained.

g. If an unauthorized individual is in a session, staff shall direct the outside individual or group to leave the session immediately. If they refuse to do so, staff shall end the class and start a new, private session. If a student notices an unauthorized individual present in the class, he or she should report that individual to the staff member in the meeting. The staff member should report the intrusion to IT Services Staff and administration immediately.

8. Access to Information and Investigation of Potential Violations:

a. The Corporation recognizes it may not be possible to technologically limit all Internet access to only those materials that support and enrich the curriculum according to adopted policies and reasonable selection criteria. For this reason, at the discretion of the Corporation or the Superintendent, technology protection measures may be configured to protect against access to any material considered inappropriate for students to access. Further, the technology protection measures will not purposefully be disabled at any time that students may be using the Technology to help protect against access to materials that are prohibited under the Children's Internet Protection Act and/or Corporation policy and guidelines. Any User who attempts to disable the technology protection measures will be subject to discipline. The Superintendent or his designee may temporarily or permanently unblock access to sites containing appropriate material, if access to such sites has been blocked by the technology protection measures. The determination of whether material blocked shall be based on curriculum concerns, including the content of the material and the intended use of the material, policy concerns, network concerns, and safety concerns.

b. Users shall not have an expectation of privacy in any use of Corporation technology or the content of any communication using that technology, and the IT Services Staff or a designee may monitor their use of technology without notice to them, and examine all system activities the user participates in including but not limited to, e-mail, recorded voice and video transmissions, to ensure proper and responsible use of the Corporation's technology. Monitoring shall include the use of voicemail but shall not include monitoring a live communication between two or more parties unless at least one user is aware of the monitoring. In addition, use of Corporation technology may be subject to production pursuant to the Indiana Access to Public Records Act, Ind. Code 5-14-3.

c. A user's history of use and all data stored on or sent to or from Corporation technology shall at all times be subject to inspection by the IT Services Staff or a designee without notice to the user before or after the inspection.

d. If IT Services Staff has reasonable suspicion to believe a user has violated this policy or additional Corporation rules, the IT Services Staff or a designee may investigate to determine if a violation has occurred. If the investigation is not conducted by IT Services Staff, the results of the investigation shall be reported to the IT Services Staff by e-mail or in person, and the IT Services Staff shall take appropriate action.

e. A decision by IT Services Staff in response to an investigated allegation of a violation of this policy or additional Corporation rules may be appealed in writing to the Superintendent within five (5) calendar days. The Superintendent's decision concerning continued access to Corporation technology and any other penalty shall be final.

9. Violations of Responsible Use of Technology:

a. Violations of this policy may result in denial of further access to technology, suspension or expulsion of students, and discipline of employees including suspension or termination of employment. Such a violation by a person affiliated with a contractor or subcontractor rendering services to the Corporation may result in cancellation of the contract of the contractor or sub-contractor. A violation of this policy by parent(s) or guardian(s) may result in legal measures including, but not limited to, the following measures to ensure the safety and privacy of Users: cease communication and civil or criminal charges.

b. A user observing or learning of a violation of this policy is required to report the violation to the Executive Director of Technology or user's immediate supervisor (for employees or volunteers) or to a teacher or other school administrator (for students).

10. Social Media Use:

a. Users' personal or private use of social media, even when occurring off school property and outside school hours, may have unintended consequences that affect the school environment.

b. Social media use should be in a manner sensitive to the Student Code of Conduct and the employees' professional responsibilities.

c. The intent of this policy is not to infringe upon Users' legal rights, such as the freedom of expression, religion, and association. For example, this policy does not prohibit an employee from posting content outside the scope of their employment and on a matter of public concern. However, those rights do not include permission to post inflammatory comments and/or any statements that could compromise the Corporation's mission, constitute cyber-bullying or harassment, or cause a substantial disruption to the school environment.

Violations: Violations of the social media use provision may result in disciplinary action (including expulsion for students or termination for employees), confiscation of the device, loss of use of Corporation technology resources, referral to law enforcement or the Department of Child Services, and the recording, data, or image made in violation may be deleted. If the Superintendent, Executive Director of Technology, or designee has reasonable suspicion to believe an employee or student has violated this policy or Corporation rules related to technology, they may investigate to determine if a violation occurred.

11. Protection of Proprietary and Confidential Information Communicated or Stored on Corporation Technology:

a. Users of the Corporation's technology are expected to protect the integrity of data, personal privacy, and property rights of other persons when using Corporation technology.

b. The practice of using distribution lists to send information shall not excuse the erroneous disclosure of confidential information. Users shall determine that distribution lists are current and review each name on any list before sending confidential information including, but not limited to, personally identifiable information about students protected by the Family Educational Rights and Privacy Act ("FERPA").

c. Users should not access confidential information in the presence of others who do not have authorization to have access to the information. Confidential information should not be left visible on the monitor when a user is away from the monitor.

d. Users should not copy, file share, install or distribute any copyrighted material such as software, database files, documentations, articles, music, video, graphic files, and other information, unless the user has confirmed in advance that the Corporation has a license permitting copying, sharing, installation, or distribution of the material from the copyright owner. Violation of the right of a copyright owner will result in discipline of a student or employee.

12. Incurring Fees for Services:

No user shall allow charges or fees for services or access to a database to be charged to the Corporation except as specifically authorized in advance of the use by IT Services Staff. A fee or charge mistakenly incurred shall be immediately reported to the IT Services Staff. Incurring fees or charges for services to be paid by the Corporation for personal use or without prior authorization of the IT Services Staff may result in discipline including suspension or expulsion of a student, or suspension or termination of an employee.

Users shall thoroughly review terms and conditions of any programs, software, or applications prior to accepting the terms and conditions. Users are responsible for ensuring the terms and conditions comply with Corporation policy and procedures and state and federal law. Users who are unsure of the terms and conditions shall contact the IT Services Staff prior to accepting any terms and conditions. Accepting terms and conditions that violate Corporation policy or procedures or state or federal law may result in discipline as discussed within this policy.

13. Liability

Use of Technology is at the User's own risk. The system is provided on an "as is, as available" basis. The Corporation is not responsible for any damage Users may suffer. The Corporation is not responsible for the accuracy or quality of any advice or information obtained through or stored on the Corporation's system, nor is it responsible for damages or injuries from improper communications or damage to property used to access Corporation technology. The Corporation is not responsible for financial obligations arising through unauthorized use of the educational technologies or the Internet.

14. Training

All students and those staff members shall receive annual training on cyber bullying, cyber security, and appropriate responses.

47 U.S.C. §254(h)(5)(B)-(C), 254(l)

20 U.S.C. §67777(a)

47 C.F.R. §54.520(c)(1)(i)

Children's Internet Protection Act (CIPA)

I.C. 20-26-5-40.5

Franklin Community School Corporation

Adopted: 5-13-24

INFORMATION ON MENINGOCOCCAL DISEASE

Indiana law requires each year that parents/guardians be informed about "meningococcal disease and its vaccines" (IC 20-30-5-18).

Meningococcal disease is a dangerous disease that can strike children and youth. The disease can progress rapidly and within hours of the first symptoms, may result in death or permanent disability including loss of hearing, brain damage, and limb amputations. Symptoms of meningococcal disease often resemble the flu and can include a fever, headache, nausea, and stiff neck, making the disease difficult to diagnose. The bacteria that cause meningococcal diseases are transmitted through air droplets and by direct contact with an infected person. Fortunately, there is an immunization available and the U.S. Centers for Disease Controls and Prevention (CDC) recommends routine meningococcal immunizations at 11 to 12 years of age. This immunization is commonly called Menactra. Johnson County Health Department has this immunization available for free to those individuals who are eleven to eighteen years old and do not have health insurance that provides coverage for immunizations. To obtain this immunization please call the Johnson County Health Department for an appointment at 317-346-4368, or speak with your healthcare provider.

IMMUNIZATIONS

Indiana State law requires that parents or guardians of school-age children enrolling in a school system for the first time submit one of the following types of information:

1. Documentation that the child is fully immunized.
2. Documentation that immunizations have been started with a schedule for completion.
3. An authorization for the new school to receive medical records from a prior school.
4. A written objection to immunizations due to religious or medical reasons.

For a complete listing of the immunizations required for your child, please visit http://www.in.gov/isdh/17094.htm or contact your child's school.

In accordance with Indiana law, please be advised that your child cannot be permanently enrolled and may be denied the opportunity to attend school or after-school activities unless written information of the type listed above has been provided to the school on or before the first day of school. The purpose of this law is to keep school children healthy to take full advantage of the provided educational opportunities.

NO SMOKING POLICY

Franklin Community Schools are committed to the health of its students and employees. In order to provide a healthy learning and working environment and to fulfill the responsibility as an educational facility, the Board of School Trustees

has adopted the following policy, revised 7/06 - SMOKING WILL NOT BE PERMITTED ON ANY PROPERTY OF THE FRANKLIN COMMUNITY SCHOOLS.
The policy also applies to e-cigarettes and vaping products of any kind.

CONFEDERATE FLAG

In keeping with the Franklin Community Schools Guiding Principles, the Confederate flag is prohibited in and around all school buildings and grounds.
Approved by the FCS School Board of Trustees on August 10, 2020

PROMOTION AND RETENTION

The awarding of marks and decisions relative to promotion or retention of students is the sole and serious responsibility of their respective teachers and principal. It is very important that parents be consulted and well-informed at an early date when retention is advisable. Every effort should be made to encourage parents to visit the school and confer regarding their children.

School principals are authorized, with the approval of the superintendent of schools, to place any student in grades K through 12 at a grade level that is commensurate with the student's abilities, training, and social development so as to be conducive to the student's success in school. The parents or guardians of any child whose grade level needs to be altered should be advised of this in a personal conference. If an agreement cannot be obtained for an immediate change, the principal may do so after the student has attended school for at least four weeks and the evaluations of the grading period(s) indicate that the need for the change in grade level placement still exists.

REPORTING TO THE INDIANA DEPARTMENT OF CHILD SERVICES (DCS)

Indiana Code, and also our school board policy, dictates that all school employees are mandatory reporters of any suspected child abuse or neglect. All FCS employees must report any suspicions of abuse or neglect to the DCS hotline immediately, or be in violation of Indiana Code and school board policy. Indiana DCS will then follow their processes and procedures on each report. Should DCS choose to investigate the report, they may decide to talk with the child at/during school. We will follow our school board policy if that occurs, which includes offering to call parents and offering to stay in the room with the child. DCS can decide, using their process, if parents are notified first and if they would like a school representative in the room during the interview. All aspects of DCS's work are confidential and often the school does not learn of the outcome of the findings of any DCS report.

REPORTING SAFETY CONCERNS

We encourage students, parents, and families to communicate with us when concerns arise regarding school safety or the safety of the child. This includes harassment, intimidation, bullying, or threatening behavior. We would prefer that this communication be done by directly contacting the virtual principal or counselor whoever would be best to handle the concern. Students could also use the STOPit anonymous reporting app available on the Franklin Community School website.

Connect Your Child to Our Community

Franklin Parks and Recreation Department

Franklin Cultural Arts and Recreation Center at 474 E. South St., Franklin 317-736-3689 Mon-Fri 8am-4pm (office) Recreational activities from the arts to athletics offered year-round for all ages. City pool opens in the summer. Fees vary with the activity offered.

Franklin Boys and Girls Club

101 N. Hurricane St. Franklin 317-736-3695

Mon-Thurs 2-8pm, Fri 2-6pm, Summer hours Mon-Fri 10am-4pm

Offers a variety of social, recreational and educational activities for children and youth 6-18. (Bus transportation may be available from your school; check with the Boys and Girls Club.)

Girls Inc.

200 E. Madison St., Franklin 317-736-5344

After school program for girls 6-18. 2:30-6:00 school year,

Summer hours 9am-5pm (extended hours available)

Plenty of fun activities and summer field trips/pool time. (Bus transportation may be available from your school; check in office.)

4-H Clubs, Purdue Cooperative Extension Service

80 S. Jackson Franklin 317-736-3724 8-4:30 office hours

Offers a variety of activities for youth enrolled in grades 1-12 including workshops, leadership development activities, arts and crafts, livestock and gardening projects and others. Call for further information on how to join the fun.

Johnson County Public Library-Franklin

401 S. State St. Franklin 317-738-2833 9-8pm M-Thur. Fri 9-6pm

Sat. 9-5 and Sun. (Sept.-May only) 1-5pm Library cards are free.

Books, videos, C.D.'s, cassettes, audio books to borrow, computer access, and various activities offered to enhance interest in reading and learning.

Johnson County Parks and Recreation Department

Just 8 miles south of Franklin, North of Camp Atterbury off Hwy 252.

812-526-6809 8-4 Mon-Fri and 8-noon Sat. office hours

Offers Class A and primitive tent camping, picnic areas, and many family activities throughout the year. Fitness trails, live bait fishing, hiking, radio control flying field, and golf driving range. Hoosier Horse Park facility located within the park. Beach area at Cottonwood Lake opens 11-6pm Memorial Day-Labor Day

Dugan Air
$500
Silver School Supply Sponsor

Vaught Family Eye Care
$300
T-shirt Sponsor

E&M Land Services
$250
Bronze Teacher's Lounge Sponsor

Tyler's Auto Repair
$500
Silver Teacher's Lounge Sponsor

Davis Electric
$500
Silver School Supply Sponsor

Peggy Kinsey
$250



2025-2026 WEBB ELEMENTARY PTO

SPONSORSHIP OPPORTUNITIES

HELP SUPPORT OUR WEBB STUDENTS!

Webb PTO is looking for community partners to help us with our goals for the 2025-2026 school year. As a PTO our mission is to raise funds to help support our teachers and students and give them what they need to have a sucessful year of learning and growing. Below are ways that you can partner with us to make this year the best one yet at the Webb!

WEBB WAY SPONSOR	**In the Webb, we practice the Webb Way! That means working hard, encouraging others, being safe, and being positive. Your sponsorship in this category would be a general sponsorship to cover any of the needs of our students and teachers throughout the year.**
SCHOOL SUPPLY SPONSOR	**Webb PTO will be supplying all students at Webb with the majority of their needed school supplies for the year (crayons, paper, glue, scissors, etc). Your sponsorship in this category will help us cover the cost for these supplies so that all of our Webb students can start the year on the same foot with no barriers to learning and growing!**
CLASSROOM SNACK SPONSOR	**Webb PTO wants to help make sure kids have the fuel they need throughout the day to keep their brains focused and learning! Your sponsorship in this category would help us to make sure classrooms are stocked with snacks for our Webb students!**
TEACHER'S LOUNGE SPONSOR	**Our Webb teachers work hard to help our students grow and thrive, and we like to keep their brains fueled and focused as well! Your donation in this category would help us keep the teacher's lounge stocked with snacks to give our teachers a little pick-me-up throughout the day.**
TSHIRT SPONSOR	**This year, Webb PTO would like to provide each child at Webb with a t-shirt at no cost to their parents that can be worn for field trips, walk-a-thon, field day, and other group activities. Your sponsorship in this category will help cover the cost of providing these shirts to our students!**

2025-2026 WEBB ELEMENTARY PTO

SPONSORSHIP LEVELS

WEBB WAY SPONSOR

$2500

☐

- Sign with business logo displayed in Webb lobby
- Business logo on Webb Way Winner signs
- Business logo on all 2025-2026 Student Shirts
- Business Logo printed on student Walk A Thon papers
- "I Support Webb Elementary" Yard Sign
- Social media and newsletter recognition

SCHOOL SUPPLY SPONSOR

- "I Support Webb Elementary" Yard Sign
- Social media recognition
- Plus.....

GOLD	SILVER	BRONZE
$1000	**$500**	**$250**
☐	☐	☐
Large Logo included in monthly parent newsletter	Small Logo included in monthly parent newsletter	Name listed in monthly parent newsletter

CLASSROOM SNACK SPONSOR

- "I Support Webb Elementary" Yard Sign
- Social media recognition
- Plus.....

GOLD	SILVER	BRONZE
$1000	**$500**	**$250**
☐	☐	☐
Large Logo included in monthly parent newsletter	Small Logo included in monthly parent newsletter	Name listed in monthly parent newsletter

TEACHER'S LOUNGE SPONSOR

- "I Support Webb Elementary" Yard Sign
- Social media recognition
- Plus.....

GOLD	SILVER	BRONZE
$1000	**$500**	**$250**
☐	☐	☐
Large Logo on sign displayed in Teacher's Lounge	Small Logo on sign displayed in Teacher's Lounge	Listed as a sponsor on sign displayed in Teacher's Lounge

TSHIRT SPONSOR

$300

☐

- Business Name on all T-shirts
- "I Support Webb Elementary" yard sign
- Social media recognition

OTHER

$_____

☐

Unable to commit to the amounts above but still want to show your support for Webb? No donation is too small! Fill in the blank with what you would like to contribute and we will use it to fill in wherever funds are most needed!

Company Name: **Email:**

Website: **Phone:**

Contact Name:

Please make checks payable to: Webb Elementary PTO

Questions? Contact us at webbpto@franklinschools.org

This master service agreement (MSA) is made on June 12, 2025 by and between Franklin Community School Corporation (Client, or Franklin School Corporation) and Chelsea Bernett (Contractor). This is for the 2025 to 2026 academic school year.

Contractor agrees to provide the client with licensed and insured speech-language pathologists (SLPs) (who are independent subcontractors of contractor) to be available to perform in person, speech-language pathology services for client.

Contractor shall be compensated at a rate of $100 per hour for each hour and SLP is available to perform speech language pathology services (both direct and indirect) for client.

Neither contractor nor SLP's are responsible for satisfying any client obligations to provide services to students or for client third-party billing or reimbursements.

SLP is made available by contractor will be governed by a separate statement of work (SOW) that prescribes their availability.

Client is responsible to make students available to the SLP's to receive in person speech-language pathology services.

No later than the fifth (5th) day of each calendar month, the contractor shall prepare an invoice reflecting the available SOP hours in total gross value of SLP availability during the proceeding month and email the invoice to scottj@franklinschools.org.

Client will pay contractor within 30 days of receiving contractors invoice. If contractor is not receive full payment within 30 days of invoice date, there will be a $50 per day late fee. If client does not pay within 40 days of invoice date, the contractor will place all SLP availability on hold until the invoice plus any late fees is paid in full. Contractor will pay for the SLP's availability day during the time. The assigned SLP's availability is on hold. Contractor shall bear all collection costs, including reasonable attorney fees.

The term of this agreement is for the 2025 to 2026 academic year as indicated by the clients academic schedule.

Client and contractor agreed that the contractor will provide SLP's that utilize their independent expertise training, experience and judgment in providing speech- language pathology services to client. Client shall determine the students to be serviced by SLP's.

Client and contractor agreed that the contractor and the SLP's are both independent contractors, the contractor, and SLP's, and any of their agents or subcontractors, shall not, as a result of this agreement, be considered employees of client for any purpose.

Client will issue the contractor a form 1099. Client shall either pay nor withhold federal, state, or local income tax, or payroll tax of any kind on behalf of the contractor.

Contractor agrees to be responsible for all such taxes. The contractor agrees that this is not entitled to any employee benefits, including professional development, reimbursement, unemployment, compensation, life/health insurance, vacation/holiday/sick pay, or pinch and contribution. The contractor will provide a completed form W9 to the client.

Client agrees not to, directly or indirectly, solicit, induce, higher, or attempt to induce or hire any SLP.

During the term of this agreement and for a period of 24 months thereafter, a client shall notify contractor of its intent to offer employment to any SLP not less than ten (10) calendar days prior to offering such employment (any clinician that accept such offer of employment, a “Converted Clinician”). Upon the date of converted clinician commence as employment with client (the “Conversion Effective Date”) client shall pay contractor a fee of $20,000.

Client is not responsible for Internet reimbursement. Our services will be completed in person.

If client cancels a scheduled day with less than 24 hours notice for any reason, the client agrees to pay for 100% of the scheduled workday, not to exceed seven hours per day. This includes cancellations because of events, such as weather absence due to a snow day, field trip, school event, disaster, or other unforeseen circumstance. Indirect services will be provided during this time; which includes but not limited to writing independent evaluation plan and evaluation team report documentation.

The speech-language pathology services contemplated by this agreement include direct therapy services (including direct therapy, assessments, report, writing, annual IEP documentation, annual conferences, and progress report writing) and indirect therapy services (including scheduling, therapy preparation time, therapy, documentation time, billing, assessment and progress report writing, teacher, consultation, and caregiver communication).

Contractor and all individuals providing services to FCSC pursuant to this agreement shall at all times comply with all Federal, State and FCSC policies relating to confidential information, including, but not limited to, the requirements of FERPA and HIPAA.

Contractor and all individuals providing services to FCSC pursuant to this agreement who will have direct ongoing contact with students shall provide FCSC with acceptable criminal background checks and DCS checks prior to providing services. The background checks required pursuant to this paragraph shall be provided at least annually and more frequently if requested by FCSC. Contractor and all individuals providing services to FCSC pursuant to this agreement shall at all times comply with all FCSC policies relating to employment and retention of FCSC employees who will have direct ongoing contact with students.

The parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to attempt to dispose of any such claim. Each party to this Agreement (“Indemnitor”) agrees to indemnify and hold harmless the other party (“Indemnitee”) (together with Indemnitee’s successors, assigns, directors, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided however, that Franklin Community School Corporation’s obligation to hold Chelsea Bernett harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of Franklin Community School Corporation as an instrumentality of the State of Indiana and/or an Indiana public school corporation (e.g., actions

and conditions as to which the party is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that Franklin Community School Corporation's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant in Indiana and all appropriate defenses had been raised by the party.

DAMAGE DISCLAIMER AND DAMAGE CAP. EXCEPT AS PROVIDED BELOW IN THIS PARAGRAPH, AND EXCEPT AS PROVIDED IN THE PARTIES AGREEMENT TO INDEMNIFY EACH AS SET FORTH IN THIS AGREEMENT, AND NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIGHT, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED ELSEWHERE IN THE AGREEMENT, AND NO EVENT SHALL CONTRACTOR OR SLP'S BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE GREATER OF THAN THE AMOUNT, CLIENT PAID FOR SERVICES DURING A THREE MONTH PERIOD PROCEEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CLIENT FOR ANY LOSSES OR (B) CONTRACTOR OR SLP NEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

Except as otherwise set for herein, the SLP's in any services they perform are provided "as is" without any #Warranty and, except as provided herein, contractor, expressly, disclaims, any in all warranties, expressed, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, contractor disclaimed any warranty that the SLP's will meet the clients requirements or will be constantly available, and uninterrupted, timely, secure, or air free. In addition, contractor just claims all liability for any actions resulting from clients use of the SLP's. Client understands that clients use and access to SLP's is at client's own discretion and risk, and client is solely responsible for any damages that result from such use.

If this contract is canceled prior to October 1, 2025, by client, then client shall pay contractor liquidation damages of $10,000. After October 1, 2025 this contract may be canceled during its term with a 30 day written notice by either client or contractor.

CONTRACTOR: Chelsea Bernett, M. S., CCC-SLP

SIGNATURE: _____ DATE:_____

CLIENT: Franklin Community Schools, School Board President

SIGNATURE: _____ DATE:_____

TRANSPORTATION

ROUTING & UPDATES

FRANKLIN COMMUNITY SCHOOLS
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ROUTE TIMES









Totals

Minutes - 6538
Routes - 67
Avg. Time on Route - 47.7 Minutes

AM Routes

Minutes - 3005
Routes - 70
Avg. Time on Route - 43 Minutes

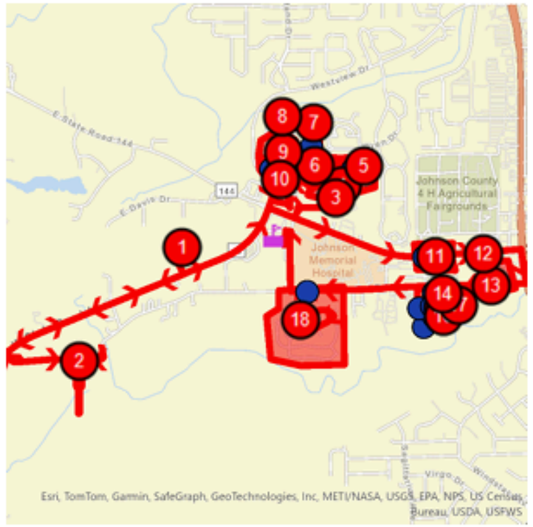
PM Routes

Minutes - 3533
Routes - 67
Avg. Time on Route - 52.7 Minutes

FRANKLIN COMMUNITY SCHOOLS
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Trip Summary

Trip: CBI104AM
Vehicle: 104



STOP	TIME	STUDENTS	LOCATION
1	7:25 AM	0	Creekside Elementary Driveway PU/DO
2	7:30 AM	1	275 Hospital Rd
3	7:36 AM	1	Lancelot Dr & St Rose Catholic School Dr (S)
4	7:37 AM	0	Lancelot Dr & Queens Ct
5	7:38 AM	1	100 Roundelay Dr
6	7:39 AM	1	401 Pelenor Dr
7	7:41 AM	1	565 Pelenor Dr
8	7:43 AM	1	1274 Castle Dr
9	7:46 AM	1	409 Galahad Dr
10	7:47 AM	3	1352 Commons Way
11	7:50 AM	2	1037 W Jefferson St
12	7:51 AM	1	849 W Jefferson St
13	7:53 AM	0	820 Hospital Rd 43
14	7:54 AM	1	Story Rd & Mosswood Cir (NW)
15	7:56 AM	2	Story Rd & Sunflower Ct (NW)
16	7:58 AM	2	1018 Creekwood Ln
17	7:59 AM	2	Woodfield Dr & Woodfield Ct (SE)
18	8:03 AM	15	1199 Hospital Rd
19	8:05 AM	-35	Custer Baker Intermediate

FRANKLIN COMMUNITY SCHOOLS
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HOW ARE ROUTES GENERATED?

- Transfinder software is used to start our route generation.
- Human element is then used to fix any place where issues may pop up.
- All routes are put in with right hand side pickups/dropoffs to the best of our ability.
- 60 Minute ride time is held to as much as possible. Some routes due to driver shortage have gone over.



FRANKLIN COMMUNITY SCHOOLS
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DRIVER UPDATES

- All routes are covered as of 7-7-2025
- There are (3) drivers in training
- We have (3) morning sub drivers and (2) afternoon sub drivers, and plan to add more



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Transportation Bus Fleet Information

Current Inventory:

- 82 total vehicles
- 68 buses
- 5 mini buses
- 4 activity buses
- 2 trucks
- 2 mini vans
- 1 Grizzly Cub bus

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Transportation Bus Fleet Information

Current Fleet Statistics:

- Average bus age is 9.5 years old
- 37 buses that are 12+ years old

(this age has to be inspected twice a year by Indiana State Police)

Fleet Statistics after Proposed Purchase:

- Average bus age would be 5.4 years old
- 14 buses that are 12+ years old

Misc Information:

- There are currently 8 buses in our fleet that either don't run or would be too expensive to repair

FRANKLIN COMMUNITY SCHOOLS
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2025 Bus Purchase Breakdown

Description:	Qty	Price Each	Total Price	Notes
78 Passenger Diesel with Luggage	4	$172,700.00	$690,800.00	
78 Passenger Diesel without luggage	7	$171,584.00	$1,201,088.00	
78 Passenger Electric 150 mile range	2	$148,168.00	$296,336.00	
14 Passenger White Activity	2	$111,489.00	$222,978.00	
14 Passenger Yellow Mini with Lift	1	$123,945.00	$123,945.00	
14 Passenger Yellow Mini	1	$113,053.00	$113,053.00	
72 Passenger Special Needs	1	$171,205.00	$171,205.00	This has been delivered, bus 170 now
2025 White Dodge Journey Mini Van	1	$39,455.00	$39,455.00	This has been delivered
			TOTAL	
			$2,858,860.00	

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THANK YOU

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TRANSPORTATION HANDBOOK

Revised 07/2025

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Introduction

Foreword

Provide the Franklin Community School Corporation with a consistent method of managing the transportation system from year to year.

Provide school bus drivers with the information needed to operate a school bus in the Franklin Community School Corporation.

Provide a consistent set of emergency and operating procedures for the Franklin Community School Corporation.

Inform new drivers about the method of operation of their buses in the Franklin Community School Corporation.

MISSION STATEMENT:
PROVIDE SAFE, EFFICIENT, AND QUALITY TRANSPORTATION FOR ALL FRANKLIN COMMUNITY SCHOOL CORPORATION STUDENTS

Contacts

Transportation Center
750 East State Road 44
Franklin, IN 46131
Phone: 317-346-8770
Fax: 317-738-5652

Joe Hougland, Transportation Director	Office	317-346-8771
	Cell	317-557-4037
Traci Cox, Assistant Director	Office	317-346-8776
	Cell	317-840-5229
Lindsey Bales, Transportation Secretary	Office	317-346-8770
	Desk	317-346-8772
Patty Kinney, Transportation Assistant	Office	317-346-8770
	Desk	317-346-8774
Billy Arthur, Mechanic	Office	317-346-8773
	Cell:	317-739-9846

Schools:

Franklin Community High School	317-346-8100
Franklin Community Middle School	317-346-8400
Custer Baker Intermediate School	317-346-8600
Creekside Elementary School	317-346-8800
Needham Elementary School	317-346-8500
Northwood Elementary School	317-346-8900
Union Elementary School	317-346-8200
Webb Elementary School	317-346-8300

FCS Bus Drivers' Code of Conduct

1. FCS Transportation employees have a positive and professional working relationship with other transportation employees, district and school officials, students, and community members at all times.

2. FCS Transportation employees always strive to give our students, parents, community, and schools the best customer service.

3. FCS Transportation employees are always good adult role models for our students.

4. FCS Transportation employees always treat all students fairly and equally.

5. FCS Transportation employees consistently exhibit proper driving habits and provide the safest ride possible at all times.

6. FCS Transportation employees always maintain confidentiality.

7. FCS Transportation employees will not make derogatory remarks about other transportation employees, district and school officials, students, or community members while representing FCS.

8. FCS Transportation employees always maintain a proper professional attitude with all employees.

9. FCS Transportation employees follow the proper chain of command in all situations.

10. FCS Transportation employees abide by policies and regulations set forth by the Franklin Community School Corporation, the FCS School Board, the Transportation Department, and the State of Indiana.

Communication

Franklin Community Schools typically shares internal communication through the following channels:

- Automated texts or calls via ParentSquare
- School email
- The Transportation Department's private Facebook group for drivers and aides

If you do not use Facebook, please check your school email daily, as email and the Facebook group are the primary ways we share updates. Please note: Any communication from this department is considered internal and **should not be shared with anyone** outside the district.

Bus Driver Safe Driving Expectations

FCS School Bus Drivers are considered the "Gold Standard" for safe driving. Drivers should always follow the posted speed limits or the maximum allowed by law for a school bus (as described later in this handbook), whichever is less. This includes school zones and on school property. In addition, do not tailgate any other vehicles, including other buses. Your route length is not a waiver to exceed speed limits or drive aggressively.

Duties and Responsibilities

1. Transportation employees must be familiar with this manual and the Support Staff Handbook.

2. Drivers shall be properly licensed in accordance with Federal and State regulations. Additionally, drivers must have an appropriate driver's license, a yellow card, and a copy of the CDL physical with them at all times.

3. Drivers must follow all Rules & Regulations set forth by the Federal Motor Carrier Safety Administration and the Indiana CDL manual.
4. Drivers are responsible for knowing, understanding, and practicing all school bus driving and CDL laws set forth by the State of Indiana.

5. Drivers are required to complete the annual state-approved safety training (ASM) and attend the beginning of the school year meeting and any other meeting required by FCS or the Director of Transportation. They must also comply with all bulletins, letters, or safety messages about driving.

6. Students are not to be released from the bus on the way to or from school, except at the school in which they are enrolled; the exception being an approved transfer point from one school bus to another.

7. The Director of Transportation must pre-authorize the use of driveways and parking lots for a turnaround or a cut-through.
8. Per the Indiana CDL manual Section 1.3, drivers must report any traffic violation within thirty (30) days of conviction.

9. Drivers/bus aides will maintain good order and discipline on the bus and work to know students' names.

10. No school bus shall move until the doors are closed and the students are seated.

11. The only occupants allowed on FCS school buses are students of FCS, faculty and staff, and chaperones with a qualified background check on file with FCS. This includes children of drivers. All others must have approval from the Director of Transportation. This screening process is in place for insurance liability purposes.

12. Drivers shall not permit any other person to drive their bus, occupy their seat, or tamper with the motor controls, except such persons who are approved by the Director of Transportation

13. **Buses are not to arrive at their morning school destination any earlier than 10 minutes before morning release time. In the afternoons, drivers shall arrive at their afternoon schools 10 minutes before the dismissal time.**

14. Drivers will always observe speed zones and limits and adjust their speeds to conform to road and weather conditions.

- Indiana Code 9-21-5-14
  1. A person must not operate a school bus at a speed greater than:
     a. Sixty (60) miles per hour on federal or state highways.
     b. Forty (40) miles per hour on a county or township highway.
     c. Twenty-five (25) miles per hour in school zones.
  2. If the posted speed limit is lower than the absolute limits set in this section or if the absolute limits do not apply, the maximum lawful speed of a bus is the posted speed limit.
  3. Any violation of Indiana Code 9-21-5-14 will result in disciplinary actions.

15. Drivers must turn off the engine (except for the pre-trip inspection), remove the keys, put the vehicle in neutral, and engage the emergency brake before leaving the bus at any time.

16. Drivers should consider traffic behind them and, if possible, allow passing at regular intervals.

17. Drivers will always drive in the right lane on multilane roads unless a left turn is needed, at which time the driver will move to the left lane shortly before the turn is required (approximately 1-2 blocks before the turn).

18. **Drivers will only use the two-way radio for school or transportation issues.**

19. The use of alcoholic beverages and illegal substances while performing a safety sensitive function, such as driving is prohibited. Transportation staff will be randomly tested for drugs and alcohol in accordance with Federal and State laws and FCS policies and procedures.

Failure to cooperate with school officials or their agent(s) will be considered insubordination, and the driver shall be terminated as a driver subject to applicable laws. Drivers or other employees who have a positive controlled substance test result or have an alcohol concentration of 0.04 or greater shall be immediately removed from his or her safety-sensitive function and subject to discipline, which may include termination of employment, an unpaid suspension, or administrative leave/paid suspension. Any driver who has a verified positive controlled substances test result, has an alcohol concentration of 0.04 or greater, or refuses to submit to a test must also be evaluated by a substance abuse professional. The full policy D300 can be found on the FCS website.

20. Drivers should report to his/her supervisor the use of any prescription or over-the-counter controlled substances that may affect job performance or the safety of others. Refer to policy D300 for additional information.

21. Buses are not for personal use. Drivers may drive the bus to a local area between routes as long as the distance is reasonable from the last drop and the first pick up (no more than two (2) miles).

22. Drivers cannot take buses home without prior authorization from the Director of Transportation.

23. In an emergency, the driver is in charge of the bus and the passengers. It is the driver's responsibility to take charge of the situation, organize the students for their well-being, place warning triangles, administer first aid, send for additional help, ensure the safety of passengers, and take other appropriate actions including, if necessary, the evacuation of the bus in accordance with safety procedures and guidelines.

24. Windows will not be lowered below the halfway point.

25. Windows will not be used as punishment on warm or hot days. Instead, they should be lowered for the passengers' comfort.

26. It is the driver's responsibility to be on time for school and route pick-ups and to check all holiday and emergency time changes for adjustments.

27. It is the responsibility of the driver to prepare themselves, the bus, and their passengers for safe transportation for all trips.

28. If arriving at a stop early, drivers will wait at the stop until the correct bus stop time.

29. Drivers must immediately report any damage to any school corporation vehicle.

30. Drivers are responsible, to the best of their ability, for making sure bus recording devices are working properly at all times.

31. Anytime the bus is in motion, with or without students on board, doors must be closed, headlights must be on, and seat belts must be worn.

32. Drivers will not use the 4-way flashers to stop traffic, allowing other buses to enter the roadway.

33. Drivers must complete a walk-through of the bus, looking for sleeping students or articles left on board, before leaving the bus at any time.

34. The act of “brake checking” is strictly prohibited.

Special Needs General Rules

Special needs drivers/aides will follow the general rules plus the following:

1**.**Drivers of the special needs buses are in charge and are responsible for the students and the bus at all times. Only the drivers will contact parents. Drivers and aides must work as a team and show a united front to students at all times.
2. The aide should be the only person to open the lift door and operate the lift outside the bus while the driver remains inside the bus, monitoring students and assisting with bringing the wheelchair into the bus. The door to the lift must be secured before operating the wheelchair lift.
3. When operating the lift, wheelchair locks will be used in addition to holding the chair.
4. Full attention must be given to the task of operating the lift and the student.
5. Once the wheelchair is on the bus, the driver will begin securing the wheelchair.
6. After the lift door has been closed and secured, the driver MUST complete the final check of the wheelchair, wheelchair locks, wheelchair safety belts, tie downs, and lap belt. Once completed, the wheelchair should NOT move at ALL!
7. Securing the wheelchair:

- Tie downs attach to the frame, not to components on the chair. Choose points as high as possible but below the seat. Use welded joints or hardened fasteners (hexagon bolts--these can be identified by six (6) raised slashes on the bolt head)
    - Do not cross or twist the tie downs.
    - If the wheelchair reclines, it should not be reclined more than 30 degrees.
    - Less than 200 lbs. – Two (2) tie downs on the rear of the wheelchair, two (2) tie downs on the front of the wheelchair, and a lap belt.
    - More than 200 lbs. (most electric or power chairs) – Four (4) tie downs on the rear of the wheelchair, two (2) tie downs on the front of the chair, and a lap belt.

8. Drivers/aides will not request students be dismissed early from school for any reason.
9. Special needs buses transport students who, for various reasons, are not best served on a general education bus. These students may have unique physical, emotional, or behavioral needs. Staff on these buses must show extra compassion, patience, and understanding to ensure a safe and supportive ride for every student.

10. Drivers and aides must ensure that a responsible adult is visibly present when dropping off a special needs student. If no adult is present, the driver must contact the school immediately for further instructions.

Bus Aide Responsibilities

Bus Aides will:

1. Follow the direction of the driver.
2. Check all students' seat belts, star seat straps, chest clips, and buckles.
    a. Snug enough to slide your hand between the student and strap, but not loose enough to pinch, chest clips at armpit level.
3. Sit with the students and engage with them in school-appropriate conversation.
4. Learn the bus route and students to assist a sub driver when needed.
5. Ensure their cell phones are put away and out of sight. In an emergency, the aide may use their cell phone to contact the Transportation office.

Student Loading and Unloading

The following process will be used for loading and unloading students at a bus stop:

1. Drivers will display warning lights at least 200 feet, or as appropriate, before stopping to warn approaching traffic of the intention to stop. A driver shall only use an 8-way student light system to load or unload their passengers at a bus stop on the roadway.
2. During a student stop, the driver will cease all radio communication and solely focus on the students loading or leaving the bus.
3. The stop arm signal device will then be extended while the driver checks to ensure that the stop arm is actually extending.
4. When students must cross the road to board the bus, the driver shall control the crossing by checking that all traffic has stopped and signaling to the student(s) when it is safe to cross.
5. The student(s) shall cross in front of the bus at a distance of a minimum of ten (10) feet. The distance shall increase so that the driver can fully see the student's feet.
6. When it is necessary for students leaving the school bus to cross the road, they must keep to the right of the bus and cross in front of the bus when signaled by the driver. The driver will not move the bus until all students have safely crossed the road. This applies to single lane roads. On multiple lane roads, the driver must adjust the route to release students on the right (door) side of the bus and wait until students are a safe distance from the traveled lane before moving. The driver shall then work with the Routing Team to adjust the stop to permanently set it as a door side drop-off.
7. The stop arm shall stay extended until all students have boarded the bus and all students are properly seated.
8. After all students have boarded the bus and are properly seated, the stop arm shall be retracted, the emergency air brake will be deactivated, and the transmission shall be placed into drive. The bus shall not be moved until all mirrors are rechecked to ensure it is safe for the bus to proceed.
9. Once the student stop is completed, the driver can resume any radio communication.

10. Drivers will make a student stop at all AM stops regardless of whether they see a student present. The stop will be made with red lights, and the stop arm will be deployed. Drivers will look for students approaching the bus before leaving. If students consistently do not show up at a specific stop, talk with the Routing Team to have the stop removed.
11. If a student cannot get inside the house, or a parent is not at the stop, the driver will continue with the route and **call in to school after the stop is completed**. The driver will either:
    a. Circle back around to the stop when able.
    b. Take the student back to school.
12. No bus shall pass a bus that is loading or unloading at any time.

Seat Belts

If your bus is equipped with seat belts, all passengers are required to wear them according to school policy. As the driver, it is your responsibility to enforce this rule. Failing to do so compromises safety and makes it more difficult for your fellow drivers. Consistent seat belt use has been shown to reduce student behavior issues, making the ride safer and less distracting for everyone.(See Discipline section.) All Preschool-6th students will wear seat belts on buses equipped with them.

Backing a Bus

1. Backing should only be done when no other option is available.
2. Some routes have pre-approved back-ups or turn-arounds built into them. These can be near a student stop area. When this is the case, the following protocol should be adhered to:
    - Morning loading – Pick up students, then back up and turn around.
    - Afternoon unloading – Back up to turn around first, and then unload.
3. Backing a bus on school property is forbidden without another person observing the rear of the bus.

You must never back a school bus when students are outside the bus.

Fueling Buses

- Obtain fuel at the Corporation fuel pumps
- Each bus has its own designated key fob for fueling purposes.
- Keep a minimum of ½ tank of fuel. This includes spare buses as well.
- Never fuel a bus with students on board.
- Report any fuel spills to Transportation.

Railroad Crossings

Prior to coming to a railroad track, a bus driver should have discussed the matter of railroad tracks and the seriousness of students staying quiet while the bus driver is assessing whether to cross them. The railroad crossing represents one of the greatest hazards to a school bus and could conceivably cause a mass casualty situation.

The following is the district policy and procedure for crossing a railroad with or without students:
1. Approximately 200 ft before the rail crossing, activate hazard lights.
2. Deactivate all noise, either by using the “Noise” switch or manually switching off all heaters, fans, radio, etc.
3. If on a multiple lane road, the bus must be in the farthest right lane (required by law).
4. Come to a complete stop before the crossing gate or solid white stop line (whichever comes first) and no closer than 15 feet to the nearest tracks.
5. Open the driver's window and the passenger entry door.
6. Look and listen…. Look and listen again!
7. Close the passenger entry door.
8. Look and listen again before proceeding safely and quickly across.
9. After completely crossing the tracks, close the driver’s window, deactivate the hazard lights & reactivate the sound if needed.

If the railroad crossing arms are down or lights are on, a school bus may not cross unless a law enforcement agent, an employee of the railroad company, or a school employee directs the bus to cross. Otherwise, the bus must remain at the crossing.

Damage to the Bus

Any damage to a bus must be reported to the Director of Transportation immediately. In the event of an accident, the vehicle will not be moved until authorized by a law enforcement officer.

Geographic Specific Rules

- Shall not cross traffic on U.S. 31 between Commerce Drive and Nineveh Road. Only right turns are allowed unless at a stoplight. Drivers shall use alternative routing except when assisted by a police officer or at a stoplight. See Transportation Director if you have any questions.

Internet and Social Media

All transportation employees are representatives of FCS, both on and off the job. Inappropriate or negative posts about students, parents, co-workers, supervisors, or FCS on social media may result in disciplinary action, including termination. To protect yourself and maintain professionalism, please follow these guidelines:

1. Do not post pictures of students.
2. Do not share any information about your route — including times, stops, or directions — as this is a safety and security concern.
3. Never connect with or “friend” students on social media.
4. Avoid interacting with negative posts about FCS, students, parents, co-workers, or supervisors — including commenting, liking, or reacting with emojis.
5. Refer to the FCS Responsible Use of Technology and Internet Use Policy A300

If you have any questions, contact the Director of Transportation.

Two-Way Radio

Bus radios are to be used for necessary communications only. Before using, keep in mind the following requirements:

1. Schools are to be referred to by the school name.
2. Radios are not for personal use, disagreements, or funny comments.
3. Radio use must be limited to necessary communication only. Do not communicate items that can wait until after route time and can be discussed in person.
4. The following items should NOT be communicated over the radio:
    a. Tree limbs that need cutting
    b. Sensitive student information (i.e. student family members in the hospital, medical conditions of students or their family members)
    c. Angry or condescending remarks about another driver's mistake.
5. All radio communications MUST be pleasant and friendly, regardless of the situation.
6. Before using the radio, always think about what you need to communicate. Keep the following in mind:
    a. **Listen first.** Others may already be talking. Interrupting can delay communication for everyone.
    b. **Maintain professionalism and confidentiality.** All school radios are two-way and can be heard by others. Speak respectfully and follow the FCS Code of Conduct.
    c. **Be clear and brief.** Keep your messages concise and complete to ensure effective communication.
7. Radio use process:
    a. Key the microphone for a second or two prior to speaking.
    b. Announce your assigned bus number, followed by who you are calling (e.g., 96 to Northwood).
        - If you are on a field trip, then use the number of the bus you are driving
        - If you are a user who is not a bus driver, you would use your designated reference to identify yourself (i.e., 17 to 96)
    c. Once someone has begun a conversation, all other users shall not use the radio until that conversation is completed. The only exception shall be in an emergency requiring immediate attention.
    d. When the entire conversation has been completed, the user who started the the conversation shall terminate the radio call by announcing their designation and saying "clear." This lets all users know the channel is now open for other users to communicate.

Radio Designations

The following designations are to be used when communicating on the transportation radio:

Schools – Name of School (no numbers)
Route Bus Drivers – Assigned Bus (Route) Number (even if driving a spare bus)
Field Trip Drivers – Number of Bus Being Driven

Transportation Staff:
Joe Hougland - #11
Traci Cox - #12
Chanze Arthur - #14
Billy Arthur - #15
Patty Kinney - #16
Lindsay Bales - #17

Cell Phones

- Cell phones may be carried with you on the bus; however, they should be put away so as not to distract you while operating the bus or performing your duties as a bus aide.
- All hands-free devices must be removed and cannot be worn while driving or with students. You may use your cell phone if your bus is empty and parked in a safe location.
- Cell phones or any other electronic messaging device used in any capacity with students on the bus are prohibited. If an aide is on the bus, the aide may use a cell phone only in an emergency to contact the Transportation office.
- TEXTING WHILE DRIVING IS STRICTLY PROHIBITED!
- There may be a time when dispatch will ask you to call when you have a moment. If this is requested of you during your route, find a safe and secure location to stop and park your bus before you make the call. DO NOT CALL WHILE DRIVING!

Dress Code

Drivers and aides should wear appropriate attire year-round to support health, safety, and a positive public image. Please follow the dress code below:

1. Dress professionally. Your appearance should reflect maturity and authority. Shorts and skirts must be fingertip length or longer. Short shorts or short skirts are not allowed.
2. Tops must cover the midsection. No bare midriffs, tank tops, halter tops, or spaghetti straps.
3. **Wear secure footwear. Shoes must have back straps. Flip-flops and strapless sandals are not permitted.**
4. Avoid inappropriate messages. Clothing may not display references to tobacco, alcohol, sex, or any offensive content.
5. Undergarments are required at all times during work hours.

Smoking

The School Board prohibits using tobacco in any form and using e-cigarettes or “vaping” in any building owned or leased by the School Corporation, on Corporation property (this includes inside of a personal vehicle on Corporation property), or in Corporation owned or operated vehicles. Refer to Policy A250

Medical

CDL Physical

Physicals are performed at Auton Chiropractic, which is registered with the FMCSA to administer CDL physicals in Indiana. If performed by an FCS-approved physician, the school corporation covers pre-employment and concurrent CDL physical costs while the employee is employed and actively working at FCS.

Return to Duty

Any driver with a medical condition or injury that would prevent the driver from driving a school bus must have written documentation from an Indiana licensed physician that would clear the driver to drive a school bus before being allowed to return to duty. This would include any medical situation that occurs and is resolved while not on duty status (e.g. summer break). It is the driver's responsibility to inform the Director of Transportation of any medical situation that prevents the driver from driving and to contact Human Resources to discuss potential FMLA leave (if applicable).

CDL Licensing

CDL License

The cost of the CDL license and/or any part thereof to maintain the school bus endorsement and certification is the responsibility of the driver and is not reimbursed by the corporation.

Skills Test

The cost of the required skills test to obtain a CDL license is the trainee's responsibility.

Paid Training

While training is unpaid, the sign-on bonus is designed to help offset the cost of obtaining your CDL and the time you invest in training. This bonus reflects our commitment to supporting new drivers as they begin their careers with us.

Sign On Bonus

A sign-on bonus of $500 will be paid to any Indiana licensed school bus driver who becomes employed by FCS. A $500 sign on bonus will also be paid to any FCS trained, newly licensed school bus driver. In both instances, the bonus will be paid after 30 days of actual driving.

Attendance

Transportation is an integral part of the school system and attendance is crucial to the efficient operation of the department and the district. Most importantly, our students and parents depend on our timely service. We recognize that some absences cannot be avoided; however, every attempt should be made to make appointments, doctor and otherwise, during non-driving hours.

1. It is your responsibility to know how much time off you have. See the director or secretary if you have any questions regarding your time off.

2. All Transportation personnel MUST contact the Director **and** Assistant Director anytime he/she will be absent. Employees are expected to call in their own absences.
    a. Morning absences must be called into the director/assistant director up to 9:00 pm the night before or as early as 5:00 – 5:45 am the day of. Please refrain from calling or texting after 9:00 pm or before 5:00 am. BE SURE YOU GET A RESPONSE FROM THE DIRECTOR/ASSISTANT DIRECTOR IN ANY CASE.
    b. Afternoon absences must be called in NO LATER than 12 pm.

Personal Days

Personal days are to be used for unforeseen obligations and situations not covered by sick leave or bereavement leave.

- Each FT person is given two (2) personal days each year. PT is awarded 1 day.
- Personal days not used will roll into sick days.
- All personal days must be pre-approved.
- Personal leave may not be requested the day before or following a school holiday, without special permission from the Director of Transportation.

Sick Days

Employees may use sick days for the following purposes: personal illness, doctor/dental appointments, and illness in the immediate family. (Immediate family will be defined as husband, wife, son, daughter, mother, father, or a relative living in the home).

- Full time drivers and aides receive 7 sick days per year. Part time receives 3.5 days per year.
- Sick days are not vacation days. The corporation affords these days to employees so financial hardships can be avoided should an unforeseen medical situation arise that keeps them from physically working.
- Sick and personal days are prorated for new employees once the 60-day probationary period is complete.
- You must present a doctor's note before returning to work after three consecutive days off.
- Sick days will accumulate from year to year. See the Support Staff Handbook for additional information.

eLearning Days for Contracted Employees

The following will be observed on eLearning days.

1. If the eLearning Day is *unscheduled* and therefore paid as part of the driver's contract, that day must be addressed before the next pay date. You may choose to use a personal day, take a day without pay (dock day) if you do not have a personal day available, or submit a plan to make up the hours prior to the next payroll date.
2. If no action is taken prior to the payroll deadline for the next pay, a personal day (or dock day if no personal days are available) will automatically be submitted. A sick day submitted on an eLearning Day will require a doctor's note.

3. If an eLearning Day only affects some schools, your services may still be needed on another route. **Always check with the Transportation Director before making any alternative plans.**
4. If a corporation-wide eLearning Day is already planned for on the school calendar, the driver's contract will reflect that, and no make-up will be needed.

Children of Transportation Staff

With prior approval from the Transportation Director, transportation department employees may bring their school-age children to the Transportation Center in the morning to wait for their school bus to depart. This option is intended as a convenience when no other arrangements are available. Students must remain in the designated area, behave respectfully, and avoid disrupting operations. Any behavior that interferes with the functioning of the Transportation Department may result in this privilege being revoked.

Procedure for Taking Time Off

All time off must be requested and approved **in advance** by the Transportation Director or Assistant Director using the following process.

1. Submit a Time Off Request Form. Do **not** enter time off in Skyward until the form has been submitted *and* approved.
2. Once you receive the approved Time Off Request Form, please enter a Time Off Request in Skyward Employee Access. Directions for how to do this can be found here.
3. Make certain all route sheets are up to date for your sub driver.
4. Leadership days need to be used by December 31st.

Annual Evaluations

At least once a year, your supervisor will review with you a written evaluation of your performance. If you are a new employee, your supervisor may review your progress more often. You will receive a copy of your written evaluation, and the original will be forwarded to Human Resources and placed in your personnel file. Employees may be eligible for a wage increase and other incentives based on their performance evaluation.

Seniority Date

Seniority is established when a driver signs a contract for a route with FCS. The Transportation Department uses seniority to determine route assignments when openings occur. If a driver resigns and later returns to FCS, they will be placed at the bottom of the seniority list, regardless of the length of time between resignation and rehire.

Obtaining a Route

While seniority is a factor in route selection, it does not guarantee assignment to a contracted route. The Director also considers an employee's overall performance and conduct. Key qualities include:

- Safe driving practices
- Effective student management
- Positive working relationships with coworkers
- Consistent adherence to rules and regulations
- Professionalism
- Good judgment and independent thinking
- Confidence and reliability

FILLING A VACANT BONA FIDE POSITION

Drivers who wish to be considered for a bona fide position must meet specific expectations. To qualify, you must regularly work 30+ hours per week and be willing to accept additional trip assignments, including day, night, and weekend trips. While you are not expected to take every trip, frequent refusals may disqualify you from being considered for or remaining in a bona fide position.

Only bona fide drivers can apply for medical insurance through FCS, though enrollment is not mandatory.

Requirements for Bona Fide Consideration:

a.) You must be a full-time driver.

b.) Selection is based on order of request—first come, first served. The Transportation Director maintains a list of interested drivers. To be added, submit a written request expressing your interest. You may check your position on the bona fide interest list anytime by contacting the Transportation Director.

c.) Attendance, punctuality, and dependability are key factors in the selection process.

d.) You must demonstrate consistent availability to meet the extra time requirements.

e.) A positive, current employee evaluation is required.

Hiring Procedures for Summer School Bus Drivers

The seniority of summer school bus drivers will be separate and independent of regular school-year drivers. Seniority is defined as “continuous” driving of summer school sessions annually. Seniority will be considered continuous if a driver is not needed in a given year but is needed at a future time.

a.) Routes will be assigned each summer to drivers with the most summer school seniority.

b.) If there are additional vacancies, they will be filled in accordance with seniority among regular school year drivers who desire a summer route.

c.) If no regular school year drivers desire the vacant summer route, it will be offered to the substitute driver who desires a summer route.

d.) If no regular school year driver or substitute driver desires the vacant summer school route, then other qualified applicants will be considered.

In any and all situations not explicitly covered in this policy, the decision regarding the placement of drivers shall be the responsibility of the Transportation Director.

Bus Driver Contracts

Driver contracts are entered into in good faith, with the expectation that the driver can meet the contract requirements for the full school year. Contracts are posted electronically in each driver's Skyward account and must be signed promptly. Paper copies are not provided but may be printed by the employee if desired.
Contracted drivers are paid over twenty-six (26) pay periods per year (every two weeks).
Important Notes:

- If a driver cannot meet the terms of the contract, they will be reclassified as a non-contracted hourly employee, and pay will not continue through the summer.
- Accumulating enough absences to result in dock (unpaid) status is considered a breach of contract. This may result in losing both the contract and bona fide driver status.
    - Exceptions may apply if the driver is covered under FMLA, as arranged through Human Resources.

Part-Time Driver Contracts

A part-time driver is a driver who drives only in the morning or afternoon. Part-time drivers do not receive insurance benefits.

Timeclock and Timesheets

All transportation staff utilize Skyward to clock in/out and submit their timesheets. Skyward is offered both as a smartphone app and a wall-mounted unit at the transportation building. You are given 15 minutes prior to your route to clock in. Other instances that may require you to clock in early would be to fuel or clean your bus. If you have any questions, see the Transportation Director.

Trips

A trip is any run other than your route, except those listed under the midday section below. Trips include school field trips, athletic trips, choir and band trips, and others. They can also consist of more than one group of students and more than one location. The pay for trips is $15.00 an hour and will pay for a minimum of two (2) hours. If any trip took less than two hours, you would be paid for at least two hours; however, you should be prepared to work the entire two hours if needed.

We try to utilize our newer buses for trips when possible due to warranty coverage, which helps prevent costly breakdowns and saves on repair expenses. Drivers should comply with the bus assignments for their trips, and only change buses with the approval of the Director/Assistant Director or appropriate office staff. If you use another bus for any purpose, be sure to clean up that bus and refuel it as a courtesy to your fellow drivers.

Field Trips – General

1. The Transportation Department will assign buses for field trips.
2. If two or more buses go on a field trip, they must travel together unless going to different locations.
3. Field trip pay must be submitted during the pay period in which the trip was taken, following the same submission schedule as regular route pay.
4. Upon return from a field trip, the driver must ensure the bus is cleaned, fueled, and properly secured and parked. Any discrepancies or mechanical problems should be reported and bus block heaters should be plugged in if the temperature dictates.
5. Any exceptions to these policies and procedures must have the written approval of the Director of Transportation.

Driver Responsibilities

a. Pre/post trip inspection of the bus.

b. As needed, inform the students and sponsor of their responsibilities (bus and safety rules apply).

c. Provide/exchange cell phone numbers with sponsors.

d. The bus driver's responsibility is to drive the bus to and from the trip safely and ensure the safety of all passengers.

e. The driver may assist in loading/unloading the bus. The driver must ensure all cargo doors are secured after loading.

f. Pickup and drop off at the designated area.

g. Drivers should be close to the bus during loading and unloading or when passengers are on board.

h. On arrival at the designated area, everyone must exit the bus. The bus driver is the last one off the bus.

- Verify that all passengers have exited and that the bus is empty before leaving the bus.

Sponsor Responsibilities

a. The sponsor should ensure appropriate conduct of all students and chaperones while on the bus and at the event.

- Sponsors will inform chaperones to spread out while on the bus.

b. No one can return to the bus without sponsor permission and accompanied by a chaperone.

c. Ensure everyone exits the bus on arrival at all destinations.

d. Conduct a head count before departure of a trip, before departure at any stop during the trip, and upon return of a trip.

e. Lead sponsor shall check the cleanliness and condition of the bus upon completion of the trip.

OVERNIGHT AND LONG DAY TRIPS:

Overnight Trips: Unless specified in a trip request, a driver:

a. Will have overnight lodging paid by the school, club, or organization scheduling the trip.

b. Will be paid for the time that they are on duty. Once you are back at your hotel in the evening you are to clock out. Clock back in when you are needed the next morning unless an unexpected issue where your services are required during the night.

c. Will be expected to be available as needed by the trip sponsor/coach. This means providing the sponsor/coach with a phone number where the driver can be reached.

d. Will abide by the DOE recommendation of 15 hours max on duty.

e. Will abide by the DOE recommendation of 10 hours driving limit.

f. Will not be expected to drive between midnight and 5 AM unless an emergency occurs.

Long Day Trips:

a. Drivers will be expected to remain with the bus unless otherwise specified in the trip ticket.

b. Drivers will be paid for the time that they are on the bus and at the trip destination. If they leave the area, they must provide the sponsor/coach with a phone number where the driver can be reached.

c. Will abide by the DOE recommendation of 15 hours max on duty.

d. Will abide by the DOE recommendation of 10 hours driving limit.

e. Will not be expected to drive between midnight and 5 AM unless an emergency occurs.

Field Trip Assignment:

The goal is to give drivers a choice of trips they receive with as much forewarning as possible and to minimize the number of trips turned back in (unless sickness or an emergency).

- If a driver, bonafide or not, has a child or grandchild who is a part of that particular field trip or sport, they get the first option to take that trip. This must be requested, on paper, at the back to school meeting. If this request is for a sport, a non-bona fide driver must still remain under 30 hours per week.
- The assignment process is as follows:
    - Periodically, available trips will be placed in the bona fide drivers' mailboxes. This could be once a week or once a month, depending on the number of trips available.

- Bona fide drivers then number the trips in order of preference (1 thru ?)
- Requests must be turned back in no later than the end of the following day.
- Bona fide drivers will be awarded trips based on seniority. We will go down the seniority list until all trips are taken.
- If the trip is a sport, and there are 5 trips, that driver will be skipped for the next 5 rotations on the list.
- If there is a late entered trip or a trip becomes available due to a driver canceling due to illness or emergency, we will go back to where we left off on the list and the trip will be offered to the next driver
- Weekly hours across the pool of bona fide drivers must be relatively equal. If needed, the director or assistant director may assist with scheduling and/or make adjustments to trip assignments to help balance hours

Mid-days

A midday consists of preschool and/ or students who have different arrival/dismissal times throughout the day as part of their normal school day. Multiple students and locations can constitute one (1) midday if they are within the same hour. The pay for mid-days is a minimum of one (1) hour and is paid at the driver's or bus aide's hourly wage. This would mean that if a mid-day run takes less than one hour, you would be paid for one hour, regardless; however, you should be prepared to work the entire hour. Every effort will be made by office staff to be as efficient as possible and be a good steward of taxpayer dollars by utilizing the least number of drivers and buses during the course of the day.

Routes and Route Assignments

All drivers must drive the routes as designed/approved by the Director/Assistant Director of Transportation and the school board. The driver can modify the route for efficiency with approval from the Routing Team. The transportation office must update these changes in the computer system. If a route is changed such that the pick up or drop off time is greater than five (5) minutes from the schedule, a call will be made notifying parents of the change.-Unauthorized stops are strictly forbidden. An unauthorized stop is defined as a permanent stop that is not in the computer routing system. Drivers cannot create new stops without authorization from the Routing Team. Drivers will make a student stop at all AM stops, regardless of whether they see a student present or not. The stop will be made with red lights, and the stop arm will be deployed. Drivers will look for students approaching the bus before leaving. Drivers CANNOT change route direction and/or route pick-up times without the approval from the Director of Transportation.

Open Route Selections

Any bus route that becomes vacant during the school year or before the start of the school year is considered an open route.
When a route becomes open, it will be posted for three (3) working days. The route will be posted via social media and driver e-mail and will allow any driver to view the posting. Any regular or substitute driver interested in applying for the open route may do so in writing and must do so by the indicated deadline. Open routes can be filled anytime during the school year.

Student Roster

Drivers will be provided a roster at the start of the school year. Drivers should update the roster by hand (adding any new students and crossing out students who do not ride). The roster will need to be turned in by the end of August. When the roster is set, each driver can be given attendance sheets for their routes. It is important that we always know who is on our buses. Drivers need to keep an accurate and up-to-date roster of students on their buses at all times. In the event of an accident, a driver is required to know who was on their bus and where they were seated.

Driver Responsibilities with Any Assigned Buses

When a bus is assigned to you, you are responsible for its proper upkeep, cleanliness, and reporting any defects the bus may have.

Daily Responsibilities

1. Properly adjust mirrors
2. Make certain you have at least ½ tank of fuel before leaving for a route
3. Dash and windows are clear of any items
4. All heaters are cleared of obstructions
5. Do a proper pre-trip and post-trip check
6. Route map is current and a copy is always left on the bus
    - Remove any outdated copies
7. Windows and roof hatches are closed at the end of the day
8. Trash receptacle is emptied if needed
9. Service Door is secured when leaving
10. Keys should be on the board when bus is not in use

Weekly or As Needed Responsibilities

1. Sweep the bus and wipe down the dash area
2. Wash the bus
3. Remove trash from between seats
4. Remove any gum from floor

5. Mop floor as needed
6. Check oil and antifreeze

End of School Year Responsibilities

Before the bus can be signed off and turned back in, the following must be done before and/or on the last school day.

1. Remove all non-essential bus items and personal items.
2. Return any unused items such as paper towel, tissues, aerosols, disposable chucks, etc. to the building.
3. Empty trash can.
4. Put any student information into a shred container.
5. Bus fueled to at least ½ tank.
6. All name tags must be removed from bulkheads
7. Clean out your mailbox.

Employee Discipline

Employee discipline is a confidential matter between the employee and the Transportation Director. It is not open for discussion with anyone outside those directly involved.

Employee Conflicts

If you have a concern or conflict with a fellow employee that cannot be resolved through direct conversation, submit the issue in writing to the Transportation Director. This allows for a proper and respectful resolution process. Discussing this information with others is not an appropriate or productive way to address concerns.

Bus Assignments and New Buses

- All buses will be assigned to a route based on the needs of the corporation.
- If a driver is removed from a route or gives up his/her route, the bus will remain with the route it is assigned unless the Transportation Director approves otherwise. This procedure has been put into place to reduce the confusion for students, parents, and schools.
- New buses will replace the oldest buses with the highest mileage or in poor shape.
- The Transportation Director may rotate the bus fleet or several buses in the fleet, as needed, to maintain equal and balanced mileage.
- Drivers who do not drive field trips may have their assigned bus used for trips by another driver.

Accidents

In the event of an accident, the driver shall first be responsible to the passengers. It is therefore very important to remain calm.

Follow the procedures listed below:

1. Activate warning flashers and set the parking brake. DO NOT MOVE THE VEHICLE UNLESS YOU ARE INSTRUCTED TO RELOCATE BY SCHOOL OFFICIALS, LAW ENFORCEMENT, OR FIRE, OR UNLESS MOVING THE VEHICLE IS THE ONLY WAY TO AVOID ADDITIONAL HARM (blind hill, curve, etc.).
2. Immediately radio dispatch with the following information so they can notify necessary authorities and administrators.
    a. Location of the bus
    b. Immediate situation
    c. Any student injuries.
    d. If another bus is needed
3. If you are able to render basic first-aid to stop bleeding, restore breathing, and protect against shock, do so.
4. There should be a blank seating chart in your crash packet on each bus. When safe to do so, began filling out the seating chart with where any students were seated at the time of the accident.
5. A driver is not to exit the bus unless there are no students onboard. Under no circumstances shall students leave the bus unless safety has warranted evacuation. Even then, students must remain with the scene until authorized to leave by emergency personnel.
6. Be alert for the possibility of fire.
7. If safety warrants, use the three (3) reflective triangle warning devices located in the red box on each bus (secure bus and remove the key if students are on board)
    a. Reflector Placement:
        1. Place one reflector at the side of the bus on the roadway side – safe distance from bus and oncoming traffic.
        2. Place a second reflector approximately 40 paces or 120 ft. to the rear of the bus.Placement distance should be greater if the bus is on a hill or curve. Not to exceed three hundred feet.
        3. Place the third reflector 40 paces or 100 ft. to the front of the bus, again using greater distances if visibility is limited due to a hill or curve.
8. Do not discuss the facts of the accident with other motorists, witnesses, or others present at the scene; however, answer questions from investigating officers and school officials. Exhibit patience, evaluate questions, and issue clear and concise answers.
9. In case of an emergency, whereby the driver cannot speak, students should follow the driver's previous instructions regarding how to contact the Transportation Center.
10. The driver must complete an accident report with the Director of Transportation including all pertinent information regarding the accident before the end of current shift.

Bus Evacuation Drills

- Bus evacuation drills will be conducted twice annually in the school parking lots.
- All students will exit emergency doors during bus evacuation drills.
- Drivers are completely responsible for the proper conduct of bus evacuation drills.

As per the Indiana Code 575 IAC 1-10-2 Bus evacuation drills Sec. 2.

(a) A school bus driver operating a school bus shall at least once a semester conduct a school bus passenger evacuation drill.
(b) All school bus passenger evacuation drills shall meet the following minimum standards:
(1) Be completed in two (2) minutes or less.
(2) Be conducted within forty-five (45) school days of the beginning date of each semester.
(3) Use only emergency exit doors or the service door for the passenger evacuation drill.
(4) Drivers must be present at all passenger evacuation drills.
(c) At the completion of each school year, the bus passenger evacuation drills for each School Corporation or private school shall have included the following:
(1) The use of all emergency exit doors and the service door.
(2) One (1) drill with the school bus driver not directing the passenger evacuation drill.
(3) Each student receives appropriate instruction for the passenger evacuation drill.
(d) Documentation of the bus passenger evacuation drill shall be reported to the designated school corporation or private school representative.
(e) Documentation of the bus passenger evacuation drill for each School Corporation or private school shall be reported to the department of education by June 30 of each year.
(f) Any student exempted from physical participation in a passenger evacuation drill shall have documentation on file at the school

Bus Evacuation Drill Procedures

At the start of each school year all drivers shall instruct and assign at least 5 students to assist in emergencies, proper use of the 2-way radio, and evacuation drills.

Evacuation Drills shall be conducted as follows:

A. The Bus Driver:
    - Apply the emergency brake.
    - Turn off ignition; turn on 4-way flashers.
    - Put in neutral
    - Discuss why drills are necessary and that during actual an emergency that splitting the load could use doors, windows, or roof hatches.
    - Show riders where to find the fire extinguishers and first-aid kit.
    - Instruct responsible students how to use the 2-way radio, in case of a real emergency.

- Show riders how to open the rear door.
- Signal helpers to open rear door; and
- Supervise and assist in the exit of the riders.

B. During Drill:
   - Go to the rear or side of the school bus and open the door.
   - Use your helpers selected to stand with their back to the door.
   - Instruct students to leave the bus.
   - Assist students in exiting from the bus
   - Do not re-enter the bus until ALL students have exited the rear of the bus.
   - Re-enter only when instructed to do so.

Instruction for helpers in the event of the driver's injury is required. The following are the instructions for helper training:

- If the FRONT ENTRANCE DOOR can be used, one of the two optional helpers will open the door, while the second helper assists the student off the bus at least 100 feet away from the front of the bus, away and off the traveled portion of the roadway, remaining there until assistance arrives. Depending on the vehicles involved, the nature of the accident may require a greater distance than 100 feet.
- If the REAR EMERGENCY DOOR is the only door in use, the helpers will open the door. One will remain to assist the passengers from the bus; the other will lead the students off the bus and at least 100 feet away from the rear of the bus and off the roadway, and remain there until assistance arrives. Under no circumstances should the helpers act without the driver's consent unless the driver is physically unable to give instructions. The helpers are expected to aid other students and should be trained to use caution in carrying out their duties.

C. Orthopedically Handicapped Children Evacuation
   Where orthopedically handicapped children are transported in the special needs bus, the procedures to follow are:
   - Ambulatory students should exit under their own power to the most accessible open door.
   - The driver and attendant should open doors that can be opened and carry or lift out the non-ambulatory students as fast as possible.

D. School Buses with Hydraulic Lift
   - Ambulatory students should exit under their own power to the most accessible open door.
   - The driver's assistant should open all doors capable of being opened, lower the lift, and assist the driver in carrying or lifting the non-ambulatory students to safety as soon as possible.

- Children in wheelchairs should be lowered on ramps placed at the side door, when possible. If the lift is damaged, students may be lifted with the fire blanket located at the rear of the bus by the emergency door.

Severe Weather Procedures

- If severe weather threatens at school dismissal time, retaining students in safe areas at school or other nearby buildings until the threat has diminished will be considered.
- Investigate and become familiar with all roads adjoining regular routes in the event of a need for alternate travel or shelter locations. Drivers MUST KNOW what action to take if severe weather strikes at any point on their route.
- Determine any buildings, homes with basements, ditches, hills, culverts, or other places along routes where students might be evacuated and provided safety.
- Discuss with students the procedures you expect to be followed under tornado emergencies.
- NEVER try to outrun a tornado. No one can predict the path, and tornadoes can skip from one area to another.
- If a school bus is caught in the open when a tornado is approaching, the children should be evacuated from the bus and escorted to a nearby ditch, ravine, building, home basement, or place that might provide more protection than the bus. If using a ditch or ravine, make sure there is no water in the selected ditch or ravine. Students should be made to lie face down, with their hands overhead. Students should be far enough away so the bus will not topple on them.
- Remember - thunderstorms have many elements. Heavy rains can cause flash floods. Never attempt to drive through high water areas and remember that strong winds and hail can be dangerous.
- Attempt to listen to a radio for an “all clear” before leaving a sheltered area.
- Check for injuries and seek medical first aid, if necessary.
- After the emergency, be extremely cautious and alert for weakened structures, trees, downed power lines, and other storm damage that may impede travel or constitute a hazard for students.

Equipment and Supplies

First Aid Kits—Any time an item is removed from one of the packages in the First Aid Kit, the entire package must be replaced. An extra supply of frequently used items (band-aids, disinfectant wipes, etc.) should be kept on the bus to alleviate the unnecessary use of first aid items.

Any driver needing supplies for the bus shall request those supplies from the office or maintenance personnel if the supplies in question are not part of the consumable supplies readily available to all drivers (tissues, window cleaning fluid, graffiti remover, etc.).

Pre–Trip Inspection (Should take 15-20 mins)

All drivers are expected to perform the appropriate pre-trip inspection prior to beginning the morning, or the afternoon if you are only driving for the afternoon. All drivers are to start their own buses, as performing this function is an important part of evaluating the vehicle's mechanical condition. All malfunctions/damage are to be reported as soon as possible to the mechanics on the appropriate form. Unsafe conditions that would render the bus unfit for transporting students must be reported and corrected before starting student pick-up; if the problem cannot be corrected in time a spare bus will be used.

Conduct the following walk around inspection daily prior to the first route or trip of the day:

- Check all lights inside and outside.
- Check that windows are clean inside and outside.
- Check all seats for cuts/damage. Ensure that all seats are securely fastened.
- Check windshield wipers.
- Check the horn.
- Adjust the mirrors as appropriate.
- Check the stop arm.
- Check brakes.
- Check heaters.
- Check defrosters.
- Check for tire wear/damage.
- Check that storage compartment doors are securely fastened.
- Check for all safety equipment
- Check all emergency exits.
- Make sure the two-way radio is on and that the volume level is appropriate.

Note: Anytime there is a break of more than two (2) hours between routes or trips and a daily pre-trip has already been done, the following items shall be checked at a minimum prior to the next route or trip.

- All emergency exits
- All exterior lights to include stop arm system
- All emergency equipment
- All tires
- Air Brake

Out of Service Items

The following list of items means that a bus cannot be driven to pick up or drop off students on a route if that item is not functioning properly. With the exception of the stop arm, all other items mean a bus cannot be driven with students on it.

Exterior:

- Stop Arm

    - If any total light is not working
    - If any light does not strobe
    - If stop arm doesn't extend or retract by itself
- Both headlights not working
- All brake lights must be working
- All turn signals must be working
- Any cracked or broken glass
- Air pressure issues
- Missing fuel cap
- Mirrors that cannot be adjusted properly
- Grease leaking on the tires
- Any lug nut missing
- Any windshield wiper not working

Interior:

- Emergency buzzers
- Jump seat operates improperly
- Passenger door will not open or close properly
- Emergency doors or windows will not open or close properly
- Roof hatch handle missing
- Passenger entrance handle loose or missing
- Floor trim sticking up
- Any heater leaks in the interior
- Exhaust fumes
- Seats not attached to the floor
- Driver's seat belt
    - Doesn't extend
    - Doesn't retract
    - Doesn't latch
    - Torn or frayed

Post Trip

All drivers are required to conduct a post trip inspection when your route or school activity trip is finished.

Conduct the following inspection, looking for the following:

- Sleeping students
- Articles left on the bus
- Damage or vandalism.
- Close all open windows and roof hatch.
- Mechanical/operational problems with the bus, with special attention to items unique to school buses: mirror systems, flashing warning lamps, and stop signal arms.

Any problems or special situations should be reported immediately to your supervisor or school authorities.

Bus Idling

Bus warm-up:

1. 50+ degrees: No idling time
2. 40-49 degrees: 10 minutes idling time
3. 30-39 degrees: 15 minutes idling time
4. 20-29 degrees: 20 minutes idling time
5. Below 20 degrees: Up to 30 minutes idling time or until front windows are defrosted and all safety equipment is operable.

Loading/Unloading at Schools:

All drivers arriving at schools to load or unload students who are going to remain at the school will turn off their engines and leave them off until the buses are ready to depart. When students and/or administrators are in the bus lot, bus engines should be turned off and not started again until the bus has been released. This also applies to field trips and arrival and departure from those locations.

Auxiliary Equipment and/or Extreme Temperatures:

When extreme temperatures require the idling of the bus to maintain a reasonable level of comfort inside the bus, the above sections may not apply. It is the driver's responsibility to use reasonable judgment in extreme temperature situations with an emphasis on fuel conservation. This section also applies to auxiliary equipment (i.e., lift equipment for loading and unloading students with disabilities). It is the driver's responsibility to maintain the temperature of the bus with lift equipment at an appropriate temperature for the needs of the students on the bus. However, limiting extended idling times is still encouraged.

Student Expectations

Students must follow all rules set forth in their respective school's handbook while riding the bus.

- Students must remain seated while the bus is in motion.
- Students are to refrain from extending arms, other parts of the body, or any objects out/through the bus window.
- Students must be able to hold all their belongings on their lap.
- While waiting for the bus, students shall stand back away from the road until the bus is completely stopped and the driver has opened the entry door. When students must wait on the opposite side of the road, they shall wait until the bus

stops and the driver checks both the oncoming and following traffic. The driver will signal before students cross the road.
- Students must avoid pushing, crowding, and shoving when entering or departing the bus.
- Students are to refrain from loud, boisterous talking or laughing, talking to the driver while the bus is in motion, using profane language, and engaging in indecent conduct.
- Students shall have assigned seats on regular routes designated by the bus driver.
- Students must be at their designated bus stop at least five (5) minutes before the designated bus stop time. Should a driver not see students at or approaching the stop area, he/she will make the stop anyway and then continue on the route after waiting an appropriate time.
- Students should help keep the bus clean, sanitary, and orderly.
- No food, gum/candy, or drink shall be consumed by the student on the bus.

Managing students is essential to providing a safe and successful transportation experience. The bus driver plays a key role in setting the tone, establishing respect, and enforcing expectations. Below are some suggestions to help you be successful.

Driver Conduct
- Build a respectful and professional relationship with students.
- Demonstrate maturity, responsibility, and self-control at all times.
- Use common sense and a calm demeanor.

Consistency Across Drivers
- Follow district-wide rules and procedures to ensure consistency.
- Treat each student as an individual. Avoid punishing the group for one student's behavior.
- Enforce expectations consistently—students notice unequal treatment quickly, which can lead to discipline issues.

Discipline = Safety
- The primary reason for student discipline is safety.
- Avoid distractions caused by misbehavior—do not try to drive and discipline simultaneously.
- If necessary, pull the bus over safely or wait until reaching a bus stop or school before addressing a situation.

Clear, Consistent Expectations
The tone set during the first two weeks of school often determines behavior for the rest of the year. Drivers should:
- Establish clear expectations from day one.
- Review and reinforce the following three basic safety rules daily:

1. **Sit down**
2. **Keep hands to yourself**
3. **Talk quietly**

Correcting Student Behavior

- Take time during the first few days of school to ensure all students understand the rules and expectations.
- Whenever possible, speak to students privately to address behavior.
    - Avoid correcting students in front of others to minimize embarrassment or defiance.

By working together and maintaining consistent standards, we create a safe and respectful environment for everyone on the bus.

Seat Belt Expectations

If an FCS bus is equipped with seat belts, the students/ riders are expected to wear them. This applies to field trips as well. If a bus is under 10,000 GVW, seat belts are required by law. All other buses are covered under school policy. Currently, the majority of seat belt buses handle K-6 routes.
The process for drivers is as follows:

- When picking up students in the mornings, remind students to put their seat belts on, but you <u>are not</u> expected to get out of your seat to verify.
- When you arrive at your school, you can allow students to unbuckle but they are to stay in their seats with a noise level no greater than a two.
- On the afternoon route, teachers at the building have been asked to get on your bus to assist students in getting buckled in. After a learning period, this should not be necessary. Again, remind your students to buckle up. Don't be surprised if, on occasion, the building asks you to circle back and someone gets on to check seat belts.
- As you travel about, if you notice students having too much freedom, that is a good sign that they are not wearing their seat belt. You can give them a verbal warning (only one), the next time should be a write-up and a parent call from you. The next instance, the building will issue a one-day bus suspension, and the suspension time will increase in length from there.
- In creating a bus referral for the seat belt warning, choose "Driver Referral" as the referral type. This is the only time you would choose this, as this warning does not require any action from the building. Be sure to call the parent to make them aware of the warning BEFORE you send in the warning, as the referral will ask you about the parent call.

Parent Communication Regarding Student Behavior

Addressing student behavior effectively requires a team approach involving the driver, parents, and school administration. Positive and timely communication with families can

help correct issues early and support a safe bus environment. Below are guidelines for calling parents

- Start with Positives
    - Begin the conversation by sharing something positive about the student. Then, respectfully explain the concern and request the parent's support in addressing the behavior.
- Keep It Supportive
    - Unless the behavior involves a serious infraction (e.g., fighting or vandalism), reassure the parent that the student is not being formally written up—yet. Emphasize that you are calling to seek their help before the behavior escalates.
- Be Proactive
    - Call early, while the issue is still minor. Don't wait for a major incident to reach out.
- Follow Up
    - Let the parent know you will follow up on progress. If the behavior improves, share that. If not, explain the next steps, including a written referral or administrative action.

Effective communication builds trust and helps create a safer, more cooperative bus environment for everyone. If the behavior does not improve after parent communication and appropriate interventions, further disciplinary steps may be necessary. By this point, though, parents should be well-informed and prepared for the next level of action.

Assigned Seats

Seating charts are a valuable tool for promoting safety and managing behavior on the school bus. They are especially useful when addressing concerns such as vandalism, accidents, or discipline issues. Students must remain in their assigned seats for the entire duration of the ride. Once seated, they are not permitted to switch seats or move closer to the front for any reason, including as a reward for good behavior. Allowing seat changes can lead to constant requests and inconsistent expectations. Additionally, the back seats of the bus are the least secure and should be filled only after all other seats are occupied. Consistent enforcement of the seating chart helps ensure a safe, orderly, and predictable environment for all students. **Assigned seats for all students are required by the third (3rd) week of school.**

Bus Stop

Loading and unloading students is among the most critical and potentially hazardous parts of school bus transportation. For this reason, students must be taught proper safety procedures. Students must never attempt to retrieve dropped items from under or in front of the bus. This is the leading cause of student fatalities in school bus-related accidents. If an item is dropped, the student should notify the driver, who will retrieve it

once the bus is fully stopped, turned off, and the parking brake is set.

Drivers must also be alert for potential hazards during unloading. Clothing, backpack straps, or drawstrings can become caught in handrails or doors as students exit the bus. Students should be cautious when wearing loose or dangling clothing or accessories. All students must follow safe and consistent unloading procedures to prevent injury and ensure a smooth transition, whether arriving at school in the morning or at their afternoon bus stop.

Students should understand that when necessary to cross the street to enter or exit the school bus, they are always to cross the street in front of the bus. Students should be directed to walk approximately 10 feet in front of the bus when crossing to avoid walking in the driver's blind spot immediately ahead of the front bumper. In addition, students should not assume that approaching traffic will stop per the bus stop arm. Students should wait until the traffic comes to a complete stop and they are signaled by the driver before crossing.

Students may be released only to their designated bus stop. A student may only be released at an alternate stop with approval from the school or transportation office staff.

Guidelines to be used in unloading the bus:

- Stay seated until the bus comes to a FULL STOP. The driver will tell you when to exit.
- Line up and let those closest to the front of the bus exit first.
- Always use the handrail when using the steps to protect from slips and trips. Watch your step. DON'T JUMP.
- Move away from the bus door quickly and walk a safe distance from the bus as directed by the driver. Stay clear of rear wheels.

Bus Referrals

Keeping track of behavior problems helps us take the right steps to fix them. If we ignore bad behavior, it becomes harder to address and leads to more frustration. Reporting issues quickly and accurately makes sure we deal with student behavior properly, creating a safer and more respectful environment on the bus.

Here are a few simple rules to follow:

- When filling out a bus referral, state only the facts, not your opinion.
- You have the authority to give a verbal warning or to change seat assignments.
- Discipline should be progressive. Start with the warning, changing the seat assignment, and then a bus referral that would go to the principal for discipline.
- Stay in communication! Communicate your rules to your students, discuss the behavior with the student's parents, discuss the behavior with the school authorities, and communicate with the Director/Assistant Director.

- Seek help! A professional will always look to his/her supervisor and/or principal for assistance.

Steps for Entering a Bus Referral

You have warned the student and have been very clear with the rules. You have reached out for parental help. The student still refuses to comply. It's time to fill out a bus referral.

1. Fill out a referral stating only the facts and not opinion.
2. Once submitted, transportation office staff will review and forward on to the school.
    a. Make sure you have called a parent. The first time they learn of their student's behaviors on the bus should not be from the referral.
3. Be prompt when filling out the referral. This should happen the same day, if possible.

Video Policy

There may be times when it is necessary to review video footage from your bus. As a driver, you can view recordings only from the bus you operate and only during routes on which you were the driver. Under no circumstances may a driver view footage involving another driver or students on a different bus. If you are unsure about the details of an incident, reviewing your video can help verify the facts and support accurate reporting and follow-up.

Franklin Community Schools Bus Discipline Matrix - K-12

Expectations	1st	2nd	3rd	4th	5th
Tier1.1. Students will sit in the seat assigned to them by the driver.	V	W	S1/C	S1/S2	S3
Tier1.2. Students will keep feet and bookbags out of the aisle.	V	W	S1/C	S1/S2	S3
Tier1.3. Students will not bring items on the bus that are not school related, could be deemed dangerous (glass containers, animals, etc.), or items that are too large (approximately 39").	V	W	S1/C	S1/S2	S3
Tier1.4. Students will not open bus windows more than half way at any time.	V	W	S1/C	S1/S2	S3
Tier1.5. Students will not brush their hair or use hygiene products such as hair spray, perfume, nail polish, make-up, etc. while on the bus.	V	W	S1/C	S1/S2	S3
Tier1.6. Students are allowed to talk quietly. (voice level 2)	V	W	S1/C	S1/S2	S3

Tier1.7. Students must board and leave the bus at the student's regular bus stop location.	V	W	S1/C	S1/S2	S3
Tier1.8. Students may bring water to drink on the bus, but otherwise will not eat or drink while on the bus (this includes candy/gum/soda,etc).	V	W	S1/C	S1/S2	S3
Tier1.9. Students will not leave trash on their seat or on the floor.	V	W	S1/C	S1/S2	S3
Tier2.1. Students will obey the driver's instructions when crossing the road, boarding, during transport, and when leaving the bus.	W	S1	S3	S5	E
Tier2.2. Students will wear a seatbelt properly at all times without exception.	W	S1	S3	S5	E
Tier2.3. On a bus without seat belts, students will remain seated and have their back to seat back, their bottom to seat bottom with feet on the floor and hands to themselves for the duration of the ride.	W	S1	S3	S5	E
Tier2.4. Students are not allowed to leave the bus without the driver's permission.	W	S1	S3		
Tier2.5. At railroad crossings or upon instruction from the driver, students will be silent (voice level 0).	W	S1	S3	S5	E
Tier2.6. Students will be respectful and will not use profanity (including gestures).	W	S1	S3	S5	E
Tier2.7. Students will keep boundaries. They will not touch each other, including wrestling, horse play, pushing, and/or tripping.	W	S1	S3	S5	E
Tier2.8. Students will keep all body parts in the bus including not hanging out the window or putting limbs out the window.	W	S1	S3	S5	E
Tier2.9. Students will keep objects in their place. They will not throw items on the bus or off the bus.	W	S1	S3	S5	E
Tier2.10. Students will be kind. They will not use malintent or maladaptive behaviors on the bus.	W	S1	S3	S5	E
Tier2.11. Students will make sure that cell phones are silent while riding on the school bus. Students will not record video or take pictures while on the school bus without driver permission. The student may use devices such as mobile phones or tablets as long as it is not a distraction to the driver or is being used in a way that is deemed inappropriate according to the FCS Acceptable Use Policy.	W	S1	S3	S5	E
Tier2.12. Students will leave objects that do not belong to them in their place. They will not tamper or vandalize bus equipment. They will not be destructive or destroy property.	W	S1	S3	S5	E
Tier2.13. Students will not smoke or vape on the bus. These incidents may be referred to an SRO for investigation and possible ticket.	W	S1/T	S3/T	S5/T	E/T
Tier3.1 Students will be respectful and will not use aggressive, profane or threatening language towards other students or the driver (including gestures).	S3	S5	E	-	-
Tier3.2 Students will not harass, threaten or bully another person.	S3	S5	E	-	-
Tier3.3 Students will keep boundaries. They will not provoke, encourage, or participate in a fight.	S3	S5	E	-	-
Tier3.4 Students will keep all body parts to themselves. They will not spit, hit, kick, or strike another person.	S5	E	-	-	-
Tier 4.1 Students must not bring a weapon of any kind onto the bus.	E	-	-	-	-

Tier 4.2 Students must not assault another student or bus staff.	E	-	-	-	-
Consequences					
V - Verbal Warning (by driver)					
W - Warning issued by bus driver must be accompanied by a parent call.					
C - In-school consequences such as detention.					
S1 - 1-day Bus Suspension					
S2 - 2-day Bus Suspension					
S3 - 3-day Bus Suspension and bus behavior contract w/ incentives					
S-5 - 5-day Bus Suspension					
E - Bus Expulsion, possible criminal charges					
T - Ticket issued.					

The only law/regulation addressing student discipline in the state of Indiana is the 10 day restriction on removals for students with IEPs before there must be a causal case conference; everything else is district policy.

K-12 BUS POLICY - The State of Indiana requires that districts provide bus transportation privileges for eligible enrolled students within the district's boundaries. Within State requirements, local Boards of Education are authorized to establish policies and procedures to insure the safe and orderly transportation of their students. The purpose of this policy is to provide guidelines through which the rights and safety of passengers, drivers, and aides are protected. All policies found in the Franklin Community School District Student Code of Conduct apply to every student boarding, riding, or exiting buses. Inappropriate student conduct creates a dangerous distraction to the driver and is insensitive to the rights of all individuals on the bus. In the event of serious or repeated violations, suspension of a student's bus privileges will occur. Parents shall be notified before a bus suspension takes effect, except in emergency situations necessary to protect the safety of individuals, property, or the integrity of the educational process. In such cases, the necessary notice will follow as soon as possible. During the suspension of bus privileges, it shall be the parents' responsibility to provide the student's transportation to and from school. Failure to attend school, due to the loss of bus privileges, is considered an unexcused absence.

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This handbook presents information which every transportation staff member needs to know, however, it is not intended to take the place of the FCS Support Staff Handbook.

Acknowledgement of Handbook

THIS PAGE MUST BE SIGNED AND RETURNED TO THE TRANSPORTATION DEPARTMENT

I, the undersigned employee, have received a copy of the School Bus Driver Handbook and Support Staff Employee Handbook for Franklin Community Schools. I understand it is my responsibility to read these guidelines and to conduct myself in accordance with them at all times. I further understand that it is only a general guide and that the provisions and/or terms may be changed and/or terminated at any time during my employment with Franklin Community Schools. I clearly understand that this employee handbook does not create nor constitute a contract of employment.

The complete list of bylaws & policies as well as the most recent version of this handbook may be found on the corporation website. I understand it is my responsibility to review these online documents.

_____

Print Name and Date

_____

Employee Signature

_____

Position

Book	POLICIES
Section	Section A - Basic Commitments
Title	A100 - Non-Discrimination & Anti-Harassment
Code	
Status	Active
Adopted	September 9, 2024

A100

NON-DISCRIMINATION & ANTI-HARASSMENT

The School Corporation does not discriminate or tolerate harassment on the basis of a protected class including but not limited to race, color, national origin, sex, , ~~gender~~, age, religion, genetic information or disability in the programs or activities which it operates or the employment therein or admission thereto. 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 grounds immediately before, during, or immediately after school hours; in any school program or activity taking place in school facilities, on school transportation, or at other off-campus locations, such as at school-sponsored field trips or a training program; or using property or equipment provided by the school, including school-owned computers and the school's computer network. . In accordance with IC 22-9.3, it is unlawful discrimination for a school corporation to take an education or employment action based on race, religion, color, sex, national origin, or ancestry ("personal characteristics"). Also in accordance with IC 22-9-3, it is unlawful to require an employee to undergo training that asserts that a person having a specific personal characteristic is inherently superior or inferior to a person having a different characteristic, that a person, by virtue of the person's personal characteristic, should be blamed for actions committed in the past, or that a person's moral character is determined, in whole or in part, by the person's personal characteristic, and a school corporation employee may not implement any of these theories or compel a student to do so.

The School Corporation has designated several staff members as coordinators of non-discrimination and anti-harassment. The identity and contact information for these staff members are listed below. The coordinators are responsible for monitoring and ensuring compliance with all non-discrimination and anti-harassment law. The coordinators shall document all reports of discrimination or harassment and establish a protocol for recordkeeping. Nothing in this procedure shall supersede or substitute an employee's other mandatory reporting obligations including, but not limited to, reporting suspected child abuse and neglect and bullying.

Section 504 Coordinator
(Disability)
Director of Student Support & Accessibility
998 Grizzly Cub Drive
Franklin, IN 46131
317-346-8683

Title IX Coordinator
(Sex, including sexual harassment/sexual assault, sex ~~gender~~ discrimination)
Coordinator for Compliance with Title IX and all other forms of Harassment and Discrimination Laws
998 Grizzly Cub Drive
Franklin, IN 46131
titleix@franklinschools.org

In addition, each school building shall have a designated building-level coordinator who will work in conjunction with the appropriate coordinator listed above to respond to allegations of discrimination.

NON-DISCRIMINATION/ANTI-HARASSMENT PROCEDURES

(for reports/complaints *other than* student sexual harassment-see below for procedure for student sexual harassment reports/complaints)

Harassment or discrimination of students, staff members, and guests is prohibited at all academic, extra-curricular, and school-sponsored activities. The School prohibits discrimination and harassment through a computer, computer system, or computer network. Notwithstanding any other prohibition, the Corporation will not take action to regulate expression protected by the United States and Indiana Constitutions.

Harassment, hazing and discrimination may take many forms, including: verbal acts and name-calling; graphic and written statements; sexual violence or unwanted sexual contact; or other conduct that may be harmful, humiliating, or physically threatening. Harassment and discrimination do not have to include intent to harm, be directed at a specific target, or involve repeated incidents, but may be present in peer-to-peer, staff-to-staff, staff-to-student, or student-to-staff interactions. Harassment and discrimination may be any act, speech, or gesture sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability to participate in or benefit from the services, activities, or opportunities provided by the Corporation. These procedures will be used to investigate and address complaints of discrimination and harassment alleging discrimination by students, employees, or third parties.

"Hazing" as used in this Policy means causing a person to perform or submit to an act of initiation or rite of passage into a class, group, team, or organization if the act or series of acts is demeaning, or results in a risk of mental, emotional, or physical harm. Consent, or assumption of risk by a target, shall not be considered in determining if hazing has occurred. See also I.C. 35-42-2-2.5.

The goal of these procedures is to ensure they adequately address and provide sufficient options for prompt and effective responses to incidents of discrimination and harassment. The Corporation's response will be reasonably calculated to end harassment and discrimination, eliminate hostile environments, prevent recurrence, and provide for a free appropriate public education ("FAPE"). The Corporation will ensure that its policy and procedures against discrimination and harassment are widely distributed and readily available to students, parents of students, and employees. The Corporation will take appropriate steps to educate employees, students, and parents regarding its non-discrimination and anti-harassment policies and

reporting procedures. This may include: presentations during employee training; seminars, workshops, or speakers; or signs, posters, or demonstrations emphasizing important parts of the policy. Policies and reporting procedures will be made available to the school community through hardcopy and via the Corporation's website.

Anyone who believes that a student, staff member or member of a school community has possibly been the target of discrimination or harassment is encouraged to immediately report the situation to an appropriate staff member such as a teacher, counselor, administrator, or coordinator based on the form of harassment or discrimination. Any employee who observes, suspects, or is notified of discrimination, hazing or harassment must report the behavior to his/her building level leader. The reporter need not be the target of the discrimination or harassment. Complaints against a staff member should not be reported to the accused staff. Instead, complaints against a staff member should be reported to that staff member's supervisor or appropriate coordinator based on the form of harassment or discrimination. For example, harassment based upon disability should be reported to the Section 504 Coordinator.

Sexual conduct/relationships with students by Corporation employees or any other adult member of the Corporation community is prohibited, and any adult who engages in certain sexual conduct with a student may be disciplined up to and including termination and may also be in violation of crimes. Any employee accused of sexual relations with a student will be prohibited from communicating with students until at least the Corporation's investigation is completed. Proven sexual relationships with a student regardless of the age of the student will lead to a recommendation of employment termination.

If a report of discrimination or harassment is received by the Corporation, the Corporation will inform the reporter or target on whose behalf the report was made (and family members if appropriate) of the options for formal and informal complaint processes and the Corporation's responsibility to investigate the harassment or discrimination. Upon notice of alleged harassment or discrimination, both building and corporation level coordinators will provide appropriate interim measures, including but not limited to counseling, academic services, and limiting contact between the parties. All investigations into harassment and discrimination complaints will be prompt, thorough, and impartial, and conducted by an employee or agent free of any conflicts of interest.

The Corporation will take all reasonable steps to investigate and respond to the complaint in a manner consistent with a request for confidentiality from the alleged target of the harassment or discrimination. If the alleged target insists that his or her name not be disclosed to the harasser or discriminator, the Corporation's ability to respond may be limited. The Corporation, however, will endeavor to provide a safe, nondiscriminatory, and harassment-free environment for students and staff.

The Corporation will address both formal and informal complaints of discrimination and harassment. Complaints of discrimination and harassment should be received within 30 days of discovering the alleged discrimination or harassment.

Informal Process

Complaints need not be in formal written format. Reporters may informally and verbally report discrimination and harassment to an appropriate staff member. The appropriate coordinators shall be included in the informal complaint to ensure compliance. Resolution of an informal complaint may

include: an opportunity for the complainant to explain to the alleged offender that his or her conduct is unwelcome or offensive, either in writing or face-to-face; a warning to the alleged offender that the alleged conduct is not appropriate and could lead to discipline; mediation with individuals involved in the complaint; or any of the responses available in an formal complaint. Mediation will not be permitted for complaints of sexual violence. All complaints involving a Corporation employee or any other adult member of the Corporation community harassing or discriminating against a student will be formally investigated. At any time during the informal process any of the parties may end the informal process and initiate the formal process.

Formal Process

The formal complaint form is found here. The formal complaint form should be filed with the appropriate non-discrimination or anti-harassment coordinator. The coordinators shall receive and process formal complaints of discrimination or harassment based on the protected class. All investigations into formal harassment or discrimination complaints will be prompt, thorough, and impartial. Investigations will be completed within 60 days from the date the coordinator receives the complaint unless there is good cause for a longer timeline. The means of investigating harassment include: target, witness, and accused interviews; opportunity for the parties to present evidence and witnesses; requests for written witness statements from the parties; assessment of whether harassment or discrimination occurred pursuant to the preponderance of the evidence. If appropriate, the Corporation will make alternative arrangements to avoid targets being in the same room as the accused during formal proceedings. The Corporation will inform all parties at regular intervals of the status of the investigation.

Written notice of the outcome of the investigation will be provided to parties involved in the complaint to the extent permitted by law. A formal investigation outcome may be appealed by any party in writing to the corporation coordinator within ten (10) days receipt of the outcome of the formal investigation. The written appeal should identify the reasons why the coordinator should reconsider the outcome of the investigation. The coordinator should respond to the appealing party within ten (10) days of receipt of the written appeal indicating any reconsideration of the investigation outcome based on the appeal. A reconsideration of the formal investigation outcome may be appealed by any party in writing to the Corporation's Superintendent within ten (10) days of receipt of the coordinator's reconsideration. The Su or their designee should respond to the appealing party within forty-five (45) days of receipt of the written appeal indicating the final outcome of the investigation. Written notice of the final outcome of the investigation will be provided to parties involved in the complaint to the extent permitted by law.

Responses to Substantiated Harassment or Discrimination

In response to a complaint investigation, if the Corporation determines that harassment or discrimination has occurred, the Corporation will take prompt and effective steps reasonably calculated to stop the harassment or discrimination, remedy the harassment or discrimination, and prevent the harassment or discrimination from recurring. Steps may include: separating the harasser/discriminator and the target, providing counseling for the target and/or harasser/discriminator, taking prompt disciplinary action against the harasser/discriminator, or identifying the discriminatory or harassing incident and reaffirming the school's non-discrimination and anti-harassment policy. These steps should not penalize the target of the harassment or discrimination.

Disciplinary actions against the harasser/discriminator may include but are not limited to: suspension and expulsion for students; discharge for employees; exclusion for parents, guests, volunteers, and contractors.

Following a substantiated discrimination or harassment incident, the Corporation will communicate with the target and all participants of the investigation regarding how to report subsequent problems. The Corporation shall follow-up to ensure that there have not been continuing or new incidents of discrimination or harassment.

Incidents of harassment or discrimination may be referred to appropriate law enforcement officials. If an incident is referred to law enforcement or another outside agency, including the Department of Child Services, the Corporation will proceed with an internal investigation of discrimination or harassment simultaneously designed not to interfere with the law enforcement investigation.
In the course of discrimination and harassment investigations, the Corporation will assess whether the nature of the conduct has civil rights implications. If the harassing or discriminatory behavior is on the basis of a protected class, the Corporation will respond in accordance with the applicable federal civil rights statutes and regulations. The Corporation shall follow the then-current legal standards for non-discrimination and anti-harassment including the standard of whether a hostile environment or disparate treatment exists.

Overall, the Corporation's process will provide for prompt and equitable resolution of complaints of discrimination and harassment.

TITLE IX (STUDENT) SEXUAL HARASSMENT PROCEDURE

General Policy Statement and Scope

Complaints that fall under this section are sexual harassment complaints in which a student is either the Complainant (alleged victim) or Respondent (alleged harasser).

The term "sexual harassment" as used in this procedure shall mean conduct on the basis of sex, ~~failure to conform to stereotypical notions of masculine or feminine traits, sexual orientation, or gender identity~~ including:

1. A Corporation employee conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct (i.e., *quid pro quo* sexual harassment);
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Corporation's education program or activity; or
3. Sexual assault, dating violence, domestic violence, or stalking as defined by Federal law.

The term "consent" as applicable to this procedure shall mean an individual voluntarily agreeing, by words or actions, to the proposal of another individual. An individual may be incapable of consent due to mental or physical incapacitation. The vast majority of Corporation students are incapable of giving consent to sexual contact, because Indiana law generally establishes the age of consent as 16.

The Corporation designates the following staff member as the Corporation's Title IX Coordinator and authorizes this individual to coordinate the Corporation's Title IX compliance. Inquiries about the application of Title IX and its regulations may be referred to the Title IX Coordinator.

Title IX Coordinator

Coordinator for Compliance with Title IX and all other

forms of Harassment and Discrimination Laws
998 Grizzly Cub Drive
Franklin, IN 46131
317-346-8713
titleix@franklinschools.org

The Corporation is committed to promptly responding to reports of sexual harassment. All reference to "days" within these procedures shall mean instructional days. The procedures described below may be subject to temporary delays based on good cause (e.g., law enforcement involvement, absence of a party, witness, or advisor, translation or accommodation needs) with written notice to both parties explaining the reason for the delay.

Reporting Sexual Harassment

Anyone who believes that a student or staff member has possibly been the target of sexual harassment should immediately report the situation to an appropriate staff member such as a teacher, counselor, administrator, or the Title IX Coordinator. Any person may report sexual harassment in person, by mail, by telephone, or email using the contact information for the Title IX Coordinator.

Any employee who has reason to believe that a student or staff member has been the target of sexual harassment must report the behavior to his/her building level leader, such as a principal.

The "Complainant" is a person alleged to be the victim of sexual harassment and the "Respondent" means any individual who is reported to be the perpetrator of sexual harassment.

The Corporation accepts anonymous reports. However, anonymous reports may hamper the Corporation's ability to respond to allegations of sexual harassment.

Emergency Removal

In situations where a Respondent poses an immediate threat to the physical health and safety of any individual (including self) **before or at any time during** the proceedings described herein, the Corporation may remove Respondent from all programs and activities. In order to do so, the Corporation must i) undertake an individualized safety and risk analysis, ii) determine that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and iii) provide the Respondent with notice and an opportunity to challenge the decision immediately following the removal.

An emergency removal does not affect or modify any rights a student receiving special education may have under the IDEA, Section 504, or the ADA.

Response to a Report and Supportive Measures

Upon receipt of a report, the Title IX Coordinator must promptly, usually within two (2) days, contact the Complainant to discuss the availability of supportive measures.

Supportive measures are non-disciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent. Such measures are designed to restore or preserve equal access to the Corporation's education program or activity without

unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Corporation's educational environment, or deter sexual harassment.

Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services,
mutual restrictions on contact between the parties, leaves of absence in the case of employees, increased security and monitoring of certain areas of the campus, and other similar measures.

In addition to discussing the availability of supportive measures, the Title IX Coordinator will also consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. The Title IX Coordinator will make contact with the Complainant in person, via phone, or via virtual meeting in order for the Complainant to ask questions. If the Complainant is a student under the age of eighteen, the student's parent will be contacted simultaneously.

A "formal complaint" is a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting the Corporation investigate the allegation(s) of sexual harassment.

Even in instances where a Complainant chooses not to file a formal complaint, supportive measures may continue at the discretion of the Title IX Coordinator.

The Title IX Coordinator may decide to sign a formal complaint to investigate the allegation(s) of sexual harassment against the wishes of the Complainant where moving forward without an investigation would be unreasonable. Such circumstances may include, but are not limited to, reports that indicate multiple Respondents, the involvement of a Corporation employee, and/or continued sexual harassment of the Complainant and others.

While there is no deadline by which a Complainant must file a formal complaint, the Corporation encourages Complainants to submit a formal complaint within ten (10) days of meeting with the Title IX Coordinator. In instances where enough time has passed that the Corporation cannot gather evidence, the Corporation may not be able to investigate.

The Corporation will offer supportive measures to a Complainant who is the subject of an anonymous report. However, should a Complainant desire to initiate the grievance process, the Complainant cannot remain anonymous or prevent the Complainant's identity from being disclosed to the Respondent.

Dismissal and Consolidation

In certain instances, the Corporation may dismiss or consolidate formal complaints. Such instances of dismissal include, but are not limited to, when the alleged conduct, even if true, would not constitute sexual harassment, when the Respondent is a non-student or non-employee of the Corporation, or when a Complainant notifies the Title IX Coordinator they would like to withdraw the formal complaint. A dismissal does not preclude the Corporation from taking action under another provision of the student code of conduct. If a formal complaint is dismissed, the Corporation will promptly inform the parties of the reason for dismissal and the right to appeal.

Further, the Corporation may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

Grievance Procedures

The Corporation will treat Complainants and Respondents equitably throughout this process. As such, the Corporation will only impose disciplinary sanctions following the completion of the informal process or investigation and determination process. All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will receive training regarding topics related to this procedure, including: the definition of sexual harassment, the scope of the Corporation's education program and activity, and how to conduct these grievance procedures.

All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will objectively evaluate all relevant evidence – both inculpatory and exculpatory. Further, no credibility determinations will be based on a person's status as a Complainant, Respondent, or witness.

Consistent with the law, the Corporation will presume the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. **The Corporation will utilize the preponderance of the evidence standard when determining responsibility**. The Corporation will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. Further, questions or evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions or evidence are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant or to prove consent.

Notice

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice to the parties (to the extent known) containing the following information:

A. Notice of the Corporation's grievance process, including the informal resolution process;
B. Notice of the allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include: the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
C. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
D. The parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
E. The Corporation's code of conduct for students prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, additional allegations are uncovered and therefore investigated, the Corporation will provide a supplemental notice of the additional allegations to the parties whose identities are known.

Informal Process

Upon receipt of a formal complaint and after providing sufficient notice to the parties, the Corporation may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the allegations. The Corporation may not require the parties to participate in the informal process, but instead must obtain the parties' voluntary, written consent to participate.

The informal process is not available to resolve allegations that an employee sexually harassed a student. Further, at any time during the informal process any of the parties may end the informal process and initiate the investigation and determination process.

Investigation and Determination

Unless the Corporation dismisses a formal complaint or the parties resolve a formal complaint through the informal process, the Corporation will investigate the allegations of sexual harassment and make a determination regarding responsibility.

The burden of proof and collection of evidence rests with the Corporation. To that end, the Title IX Coordinator in conjunction with a designated building-level leader will conduct an investigation. The means of investigating a formal complaint include, but are not limited to Complainant, Respondent, and witness interviews and review of documentation. The parties shall have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Corporation will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. Evidence or information related to the allegations under investigation may not be discussed by the parties, except with their chosen advisors. The parties may not substantially disrupt the educational environment. Absent extenuating circumstances, the collection of evidence for an investigation should conclude within thirty (30) days.

The parties may be accompanied to any meeting or proceeding related to the investigation by an advisor of their choice, who may be, but is not required to be an attorney. Apart from a union representative accompanying an employee who is a party, employees are discouraged from serving as advisors to students.

Advisors may not present on behalf of the party they accompany and should request or wait for a break in the meeting if they wish to interact with the Title IX Coordinator or building level leader. Advisors may confer quietly with Parties as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the party and their advisors should ask for a break or step out of the meeting. An advisor who disrupts the process will receive one warning, after which if continued disruption occurs the advisor will be removed from the meeting/proceeding. In such an event, the parties will be given the opportunity to reschedule and be accompanied by another advisor.

When the Title IX Coordinator and building level leader have completed their collection of evidence, they will provide both parties with an equal opportunity to inspect and review the evidence obtained that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The parties and any advisors must execute the provided non-disclosure agreement before they may receive the evidence for review. Following execution of the non-disclosure agreement, the Title IX Coordinator and/or building level leader will send to each party and the party's advisor, if applicable, the evidence subject to inspection and review in an electronic format or hard copy, and parties will have ten (10) days to submit a written response, which the Title IX Coordinator will consider prior to completion of the investigative report.

Following the period for the parties' review and inspection of the evidence, the Title IX Coordinator and building level leader will create an investigative report that fairly summarizes relevant evidence. At least ten (10) days prior to the time of determination, the Title IX Coordinator and building level leader will send to each party and the party's advisor, if applicable, the investigative report in an electronic or a hard copy, for their review and written response.

The Superintendent will act as the decision-maker. After the investigative report has been sent to the parties and before a determination regarding responsibility, each party will be afforded the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The Superintendent may exclude questions as not relevant, including questions that seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. Further, questions about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant or to prove consent. Any decision to exclude a question as not relevant will be explained to the party proposing the question. The process of written questions and follow up questions should take thirty (30) days or less.

Within a reasonable time period following the written questions, the Superintendent, acting as the decision-maker, will issue a written determination regarding responsibility applying the preponderance of the evidence standard. The written determination must include:

A. Identification of the allegations potentially constituting sexual harassment;
B. A description of the procedural steps taken;
C. Findings of fact supporting the determination;
D. Conclusions regarding the application of the recipient's code of conduct to the facts;
E. A statement of, and rationale for, the result as to each allegation;
F. The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Superintendent will provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

Remedies

Where, following the formal or informal process, the Corporation determines a Respondent responsible for sexual harassment, the Corporation shall provide remedies designed to restore or preserve equal access to the recipient's education program or activity. Such remedies may include supportive measures and/or discipline up to and including expulsion.

Appeals

Following the decision-making board's determination regarding responsibility, either party may appeal to the Superintendent. An appeal should be submitted in writing within ten (10) days of the party's receipt of the decision-making board's determination. Note, appeals will only be considered if based on one of the following:

A. There was a procedural irregularity that affected the outcome of the matter;
B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or

C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

Both parties shall have five (5) days after the submission of an appeal to submit a written statement in support of, or challenging the decision-making board's determination. The Superintendent will issue a written decision describing the result of the appeal and the rationale for the result within forty-five (45) days. The Superintendent's decision will be provided simultaneously to the parties.

Retaliation

The Corporation prohibits retaliation against persons who report, testify, assist, or participate or refuse to participate in any manner in an investigation, proceeding, or hearing. Retaliation includes intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX.

Recordkeeping

The Corporation will maintain records from the investigation, determination, appeal, and informal resolution for seven (7) years.

Reports otherwise required by Law

These procedures do not affect or alleviate mandatory reporting required by state or federal law, for example, reporting of suspected child abuse or neglect to law enforcement or Department of Child Services.

PROHIBITION AGAINST RETALIATION

The Corporation prohibits retaliation against persons who report discrimination or harassment or participate in related proceedings. The Corporation will notify the person reporting the discrimination or harassment and all individuals participating in the investigation of the Corporation's policy prohibiting retaliation. The Corporation will make all possible efforts to prevent retaliation against individuals reporting discrimination or harassment or participating in related proceedings. The Corporation will respond promptly and appropriately to address continuing or new problems. Any person may report suspected retaliation to the appropriate coordinator for a protected class. Intentionally making false accusations about discrimination or harassment is also prohibited and should be reported in the same manner as suspected discrimination or harassment behavior.

Questions

Individuals with questions regarding non-discrimination laws may contact the appropriate coordinator listed above or the United States Department of Education, Office for Civil Rights' Chicago Office, which serves Indiana, as follows:

Office for Civil Rights, Chicago Office
U.S. Department of Education
Citigroup Center

500 W. Madison Street, Suite 1475
Chicago, IL 60661-4544
Telephone: 312-730-1560
Fax: 312-730-1576; TDD: 800-877-8339
Email: OCR.Chicago@ed.gov

I.C. 22-9.3
I.C. 35-42-4-3, 35-42-4-8, 35-42-4-9
20 U.S.C. 1400 et seq., the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
20 U.S.C. 1681 et seq., Title IX of the Education Amendments Act of 1972
29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
29 U.S.C. 794, Rehabilitation Act of 1973, as amended
29 U.S.C. 6101, The Age Discrimination Act of 1975
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
42 U.S.C. 2000d et seq., Titles VI and VII of the Civil Rights Act of 1964
42 U.S.C. 2000e et seq.
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C. 1983
29 C.F.R. Part 1635
34 CFR Part 106
20 USC § 1092, Clery Act
34 USC § 12291, Violence Against Women Act (VAWA)

Franklin Community School Corporation

Adopted: 9-9-24

Revised:

BOARD AUTHORITY AND PHILOSOPHY

The Board of School Trustees ("Board") of the Franklin Community School Corporation ("Corporation") shall supervise the Corporation in accordance with Indiana law.

A School Board is a legal entity governed by state law responsible for providing a system of public education within a geographic area.

The Board must fulfill legal requirements pertaining to public education and meet the needs of the citizens in its community. In considering and representing citizen desires, the Board must, at all times, exercise its best judgment for the Corporation.

The Board shall be a body corporate, and, as such, capable of suing and being sued, contracting and being contracted with, acquiring, holding, possessing and disposing of real and personal property, and taking and holding in trust for the use and benefit of the Corporation, any grant or devise of land and any donation or bequest of money or other personal property.

The power of this Board extends to those matters expressly conferred by statute and those matters which may be necessarily implied. The Board retains the power to act, in accordance with its policies, in circumstances where action is neither statutorily required nor prohibited.

In collaboration with the Superintendent and in compliance with Board Policy D150, ~~T~~ the Board shall monitor and regulate all programs and operations in the Corporation and the employees, students, and other persons on its premises.

The Board strives to establish policies and make decisions on the basis of declared educational philosophy and goals. The Board shall keep the citizens of the Corporation informed of the purpose, value, concerns, and needs of public education within the community. The Board shall not relinquish or fail to exercise its authority expressly granted by the state to deliver public education to its local community.

I.C. 20-4-1-26.1
I.C. 20-26-5-4

Franklin Community School Corporation

Adopted: [date]

Revised: [date]

Book	POLICIES
Section	Section B - School Board Governance
Title	B150 - Organizational Meeting, Board of Finance, and Committees
Code	
Status	Active
Adopted	June 10, 2024

B15

0 BOARD ORGANIZATION

ORGANIZATIONAL MEETING

Within thirty (30) ~~fifteen~~ days after the first day of January each year, the School Board shall meet and organize by electing one member president, one member vice president, and one member secretary. The Board shall also appoint a Treasurer who is not the Superintendent or a Board member.

Election of officers shall be by a majority of the full Board (physically present or attending through electronic means that allow the Board member to be seen and heard). Where no such majority exists on the first vote, a second vote shall be cast for the two (2) candidates who received the greatest number of votes.

Officers shall serve for one (1) year and until their respective successors take office. An officer may be removed for cause by a majority vote of the full Board. The Board shall fill a vacancy in any office within thirty (30) days of the occurrence of the vacancy. *See Policy* B200 Membership.

At the organizational meeting, the Board shall determine a day, place, and time for regular meetings which shall be held, at minimum, once every month. The Board shall also designate dates for working sessions. The Board shall appoint individual Board members to committees. The Board shall also appoint a legal counsel.

BOARD OF FINANCE

The School Board shall establish a Board of Finance for the Corporation consisting of the members of the School Board. The Corporation's Board of Finance shall meet at least once each calendar year during the period after the first Monday and on or before the last day of January. At the annual meeting, the Board of Finance shall elect a President and a Secretary from its membership. These officers shall hold office until their successors are elected and qualified.

In addition to its annual meeting, the President of the Board of Finance shall convene the Board whenever requested to do so by one (1) of the members of the Board, and as necessary to perform the Board's statutory duties. A majority of the Board shall constitute a quorum for the transaction of the Board's business. All meetings of the Board of Finance shall be open to the public and the Secretary shall keep a record of the proceedings of the Board which shall be approved and signed by the President and attested to by the Secretary. This record of proceedings shall be a public record covered by I.C. 5-13-1.

During the annual meeting, the Corporation's investment officer shall make a written report to the Board of Finance summarizing the Corporation's investments during the preceding calendar year and naming each institution or entity in which the Corporation's money was deposited in the preceding year. The Board of Finance shall receive and review the report and the overall investment policy of the Corporation.

The Board of Finance shall designate and commission one or more financial institution(s) meeting the statutory standards for a depository of Corporation funds to serve as a depository for these funds. The Board is authorized to revoke the commission of a depository for Corporation funds. In its consideration of a proposal to revoke the commission of a depository to receive and hold Corporation funds, the Board of Finance shall apply the statutory standards and follow the statutory procedure for its consideration of this decision.

COMMITTEES

Committees appointed by the Board or its President shall constitute a "governing body" as defined in the Open Door Law. At the discretion of the Board and President, a committee may perform research and advise the Board but shall not take action on the Board's behalf.

The Board or President may authorize a committee to take official action upon public businesses, which includes receiving information, deliberating, and making recommendations to the Board. In accordance with the Open Door Policy, committees appointed by the Board or President shall provide notice of its meetings to the public and maintain record of its minutes.

Meetings of committees appointed by the Superintendent that report to the Superintendent shall not be subject to the Open Door Law. However, records of committees appointed by the Superintendent shall be subject to the Access to Public Records Act.

I.C. 5-13-7-5, 5-13-7-6, 5-13-8-9
I.C. 5-14-1.5-2(b) Definition of "governing body"
I.C. 5-14-3-4 Minutes required for ODL covered meetings
I.C 5-14-3 Access to Public Records Act
I.C. 20-26-4-1

Franklin Community School Corporation

Adopted: 6-10-24

Revised:

Book	POLICIES
Section	Section B - School Board Governance
Title	B200 - Membership
Code	
Status	Active
Adopted	June 10, 2024

B200

MEMBERSHIP

I. NUMBER

The School Board shall consist of five (5) members.

II. ELIGIBLITY, ELECTION, & APPOINTMENT

Eligibility and elections of Board Members shall follow the Corporation's Organization Plan duly adopted and filed with the State Board of Education.

In accordance with Indiana law, an individual who is employed by the School Corporation may not be a member of the Board. Additionally, an individual who is at least eighteen (18) ~~t~~ years of age and is otherwise eligible to assume office as a member of the Board may not be disqualified on the basis of age. Property ownership shall not disqualify a person from serving as a Board member.

Before August 1st of each Corporation school year, the Superintendent shall file with the Indiana Department of Education a list of the names and addresses of the members of the Board and the Corporation's Officers, and the expiration of their respective terms.

The Corporation shall file any change to its Board membership with the Indiana Department of Education within thirty (30) days after the change occurs.

III. OATH

Indiana law requires each newly elected or re-elected School Board member to take the following oath before taking office:

"I solemnly swear (or affirm) that I will support the Constitution of the United States of America, the Constitution of the State of Indiana, and the laws of the United States and the State of Indiana. I will faithfully execute the duties of my office as a member of this governing body, so help me God."

The Board may also provide for additional provisions to the oath that the Board considers appropriate for the educational program of the District.

The oath must be signed by the Board member and the person who administers it and filed in the circuit court clerk's office of the county containing the greatest percentage of the population of the School District.

IV. TERM

A Board member may continue to serve successive terms without limitation.

V. ORIENTATION

Under the guidance of experienced Board members and the Superintendent, and including any consultants retained by the Board for such purpose, new Board members will receive orientation through the provision of reference materials on Board policies and procedures, as well as discussions and visits with the Superintendent and any consultants retained by the Board for such purpose.

VI. VACANCIES

The position of a Board member shall become vacant upon the occurrence of any of the following events: the winner of an election fails to take the required oath of office; a member no longer possesses the legal qualifications necessary to hold office; a member voluntarily became intoxicated within the working hours of the Board; a member is convicted of a felony or other crime consistent with I.C. 5-8-3-1; a member is no longer a resident of the Corporation; a member submits a written resignation from the Board to the clerk of the circuit; a member is removed from office by action of the Circuit Court; or death of the member is certified by the clerk of circuit court.

Filling a Board Vacancy

Upon the occurrence of a Board member vacancy, if the vacating member stated an affiliation with a major political party (as defined in IC 3-5-2-30) under IC 3-8-2.5-2.5(a)(5), the vacancy must be filled by a caucus under IC 3-13-11. The person appointed must be from within the boundaries of the school corporation and serves for the term or balance of the term. If the vacating member did not state an affiliation with a major political party (as defined in IC 3-5-2-30) under IC 3-8-2.5-2.5(a)(5), the remaining members of the Board shall seek and interview qualified candidates from the community to fill the position within thirty (30) days of its occurrence. In the event of a tie among the remaining members of the Board, or failure to act within thirty (30) days after such vacancy occurs, it shall be the duty of the judge of the Circuit Court to make such appointment.

VII. BOARD MEMBER LEAVE OF ABSENCE FOR MILITARY SERVICE

A Board member who elects to take a leave of absence in order to serve active duty in the Armed Forces of the United States or the National Guard is entitled to a leave of absence and shall receive a prorated salary to reflect the period of active duty.

A Board member shall provide written notice to the Clerk of the Circuit Court stating that s/he has been called for active duty and will be temporarily unable to perform the duties of Board member.

During the Board member's leave of absence, the position on the Board must be filled in the same manner as filling other vacancies on the Board. The person selected or appointed serves until the date the Board member's leave of absence ends, or the term of his/her office expires.
The person selected or appointed to the Board assumes the rights and duties of a Board member and receives the compensation established for the office for the period of the temporary appointment.

In the event the Board member's term of office expires during such a leave of absence, the office shall be filled as provided by law. Except as provided by Federal law or regulation, a Board member who is on such a leave of absence is entitled to become a candidate for and be elected to the Board from which s/he has taken a leave of absence.

VIII. BOARD MEMBER AUTHORITY

Individual members of the Board do not possess the powers of the School Board.

A Board member shall not be denied documents or information necessary to the performance of his or her duties as a member.

A Board member may request that the Superintendent bring the personnel records of a designated school employee(s) to an executive session of the Board. The Board shall limit their investigation of personnel records to executive sessions and shall return the complete personnel records to the Superintendent's custody at the conclusion of such sessions.

Members of the Board shall use information discovered in employee personnel records only for the Board's consideration of appointments, assignments, promotions and demotions, remuneration, discipline, and dismissals, or to assist the development of personnel policies, or for other uses necessary to the performance of the Board's legal responsibilities.

IX. PUBLIC EXPRESSIONS AND COMMUNICATIONS OF BOARD MEMBERS

The Board President functions as the official spokesperson for the Board. It is acknowledged, however, that individual Board members may have occasion to speak on Board matters from time-to-time. On such occasions, Board members must be mindful of their obligations under Section VIII Board Member Authority and Policy D225 Employee Ethics.

Each Board member may have a Corporation email address assigned for their use while serving on the Board. The Corporation email may not be used to communicate regarding campaigns for elective office or school referenda. Email messages using Corporation email accounts or concerning Board business are subject to public records requests.

X. COMPENSATION & EXPENSES

The annual compensation for each Board member may be ~~shall be $2,000.00~~ no more than 10% of the lowest starting new teacher salary for Franklin Community Schools.. Each member of the Board shall be entitled to receive a per diem as permitted by Indiana statute.

Members of the Board shall be reimbursed for expenses authorized by the Board, including, but not limited to, those incurred while traveling on school business to Board-approved conferences or to professional meetings.
Reimbursement for mileage will not exceed the current rate established for Corporation employees. No entertainment expenses or purchases of alcoholic beverages are reimbursable.

A Board member must submit a voucher specifying the amount and nature of each expense to the Board for approval after the expenses have been incurred.

XI. PROFITEERING FROM PUBLIC SERVICE

A member of the Board shall not obtain a pecuniary interest in any contract or purchase which was approved by the Board during his/her Board service for one (1) year after leaving the Board unless the former member:

1. was screened from any participation in the contract or purchase;

2. has not received a part of the profits of the contract or purchase by the Board; and

3. promptly gives notice to the Board of his/her interest in the contract or purchase.

This restriction does not apply if the Board member receives less than $250.00 of the profits from the contract or purchase. *See Policy* A125 Nepotism, Conflict of Interest, Gifts, and Use of Corporation Resources for information on gifts and gratuities.

XII. DEFENSE AND INDEMNIFICATION OF BOARD MEMBERS

This bylaw is applicable to all types of civil claims under law including tort claims, civil rights claims, and contract claims. The Board will pay all costs and fees incurred by or on behalf of any Board member in the defense of any claim under law if the Board by resolution determines that the Board member's actions upon which the claim is based arise out of the performance of the member's duties as a Board member, and were taken in good faith.

The Board shall, subject to the provisions of Indiana law, also pay any judgment, compromise, or settlement of a claim, or suit when the Board determines by resolution that it is in the best interest of the Corporation to do so, the act or omission upon which the claim is based occurred within the scope of the Board member's duties as a Board member, and the member did not act in bad faith, or with malfeasance in office. The intent of this bylaw is to hold the Board member harmless from any liability, cost, or damages in connection such a claim, including but not limited to the payment of

legal fees and court costs, except where the liability, cost, damage, or fees are predicated on, or arises out of, the bad faith of the Board member or the claim or judgment is based on the member's malfeasance in office.

If a present or former Board member is or could be subject to personal civil liability for a loss occurring because of a noncriminal act or omission within the scope of the member's duties which violates the civil rights laws of the United States, the Board shall, subject to the limitations established by Indiana law pay the judgment, compromise, or settlement of the claim or suit if the Board determines by resolution that paying the judgment, compromise or settlement is in the best interests of the Corporation. The Board shall also pay all costs and fees incurred by or on behalf of Board member in defense of any such claim or suit.

A Board member shall not be personally liable on contracts entered into within the scope of the member's duties as a Board member unless it is clearly indicated otherwise in writing.

I.C. 3-12-9-4
I.C. 5-4-1-4
I.C. 5-8-1-35: removal from office
I.C. 5-8-1-38: felony conviction
I.C. 5-8-3
I.C. 5-8-3.5
I.C. 5-8-6 and I.C. 20-26-4-4.5: death of a member
I.C. 5-9-4
I.C. 20-23-4-30(e))
I.C. 20-23-4-30(d)(1) & (2)
I.C. 20-23-8-22
I.C. 20-26-4-2
I.C. 20-26-4-3-2: oath of office
I.C. 20-26-4-7
I.C. 20-26-4-9
I.C. 20-26-4-10
I.C. 20-26-4-11
I.C. 20-26-5-4
I.C. 20-26-5-4(17)
I.C. 34-13-2
I.C. 34-13-3-5
I.C. 34-13-3-20
I.C. 34-13-4-1
I.C. 34-17 (I.C. 5-8-2-1): voluntary intoxication
I.C. 35-44.1-1-5
I.C. 35-50-5-1.1: removal due to conviction of bribery or official misconduct
2 C.F.R 200.112, 200.113, 200.318

Franklin Community School Corporation
Adopted: 6-10-24
Revised:

ADMISSION TO THE CORPORATION (LEGAL SETTLEMENT)

The Corporation will educate, tuition free, students who have legal settlement in the Corporation, and students enrolled according to the requirements of I.C. 20-26-11. The Corporation verifies Indiana residency under C125-R and reports on student enrollment (Average Daily Membership) in accordance with applicable statute and Indiana Department of Education guidance, as outlined in administrative guideline C125-R2.

A. **Children of Divorced Parents**

1. Children of divorced parents may attend school in this Corporation if one (1) parent resides in this Corporation and a timely election is made utilizing the "Custodial Statement and Agreement: Divorce, Separation, or Abandonment" form provided by the Indiana State Board of Education.

2. Not later than fourteen (14) days before the first student day of the school year for which the parent seeks enrollment, the parent with physical custody of the child must notify the Board of School Trustees Superintendent of the school corporation in which the parents seek to have the student enrolled of their election to enroll the child in the Corporation. The election may be for no less than one (1) school year.

B. A student who has been expelled from another school district or who is expelled from a nonpublic school or withdraws from a public or a nonpublic school to avoid expulsion may be enrolled in the Corporation in compliance with I.C. 20-33-8-20 during the actual or proposed expulsion if:

1. The student's parent informs the Corporation of the student's expulsion or withdrawal to avoid expulsion;

2. The Corporation consents to the student's enrollment;

3. The student agrees to the terms and conditions of enrollment established by the Corporation.

Such students will not be charged tuition unless otherwise required by law if they do not have legal settlement in the Corporation.

If a student's parent fails to inform the Corporation of the expulsion or withdrawal to avoid expulsion or the student fails to follow the terms and conditions established for enrollment, the Corporation may withdraw consent and prohibit the student's enrollment during the period of the actual or proposed expulsion. Before consent is withdrawn, the student must be given an opportunity for an informal meeting with the principal. At the informal meeting, the student is entitled to:

1. A written or verbal statement of the reasons for the withdrawal of consent.

2. A summary of the evidence against him/her.

3. An opportunity to explain his/her conduct.

C. Nonresident students may be accepted into the Summer School Program provided by this Corporation.

D. Student Residence Change

In considering the continued enrollment of students whose legal settlement changes during the first semester of the school year, the effective date of legal settlement change may (at the election of the parent or student eighteen (18) years or older) be extended until the end of that school year. After the end of the school year, that student will be considered a transfer student.

E. **Transfer Students**

Students without legal settlement in the Corporation (hereafter referred to as "transfer students") will be enrolled in compliance with I.C. 20-26-11-32 and the following procedure:

1. The Corporation will establish the number of transfer students that can be accepted in each building and grade level.

2. The Corporation will establish a date by which requests to enroll a transfer student must be submitted to the Superintendent or designee. This date shall be submitted to the Indiana Department of Education and published on the Corporation Internet website.

3. Pursuant to I.C. 20-26-11-6.5, and except as permitted by law for capacity, discipline, or attendance issues, the Corporation shall accept a transferring student who does not have legal settlement in the school corporation if:

    a. The student’s parent is a current employee of the transferee school corporation with an annual salary of at least;

        i. Eight thousand dollars ($8,000); or,

        ii. three thousand dollars ($3,000) earned due to being included as an employee in the extracurricular portion of the transferee school corporation's current collective bargaining agreement;

    b. The student’s parent currently resides in Indiana; and

    c. The transferee school corporation has the capacity to accept the student.

4. If the number of requests to transfer exceeds the capacity established by the Corporation, reduced by the number of transfers that will be given priority as described in paragraph (C) above, the students to be enrolled in each building and grade level shall be determined by a publicly verifiable random selection process in which each application submitted on or before the date established by the Corporation pursuant to paragraph (A) above has an equal chance of being selected.

Pursuant to State law, a student's application to transfer to the Corporation may be denied if the student has been suspended for ten (10) or more school days, or suspended or expelled for possession of a firearm, deadly weapon, or a destructive device, causing physical injury to a person, a violation of the Corporation's drug or alcohol rules during the twelve (12) months preceding the student's request to transfer, or if the student has had a history of unexcused absences and the Corporation believes that, based upon the location of the student's residence, attendance would be a problem for the student if the student is enrolled with the Corporation.

For purposes of computing the number of days of suspension of the student requesting enrollment, student discipline received from a teacher pursuant to I.C. 20-33-8-25(b)(7) shall be included in the calculation of the number of school days that a student has been suspended.

Transportation will not be provided by the School Corporation for transfer students accepted for enrollment, unless the transfer student has an Individualized Education Program (IEP) in which transportation is required to be provided as a related service.

Priority will be given to a student requesting transfer who has a household member already a student in the Corporation or a parent who is a current employee of the Corporation. Parents who are Corporation employees or parents with a transfer student already enrolled in the Corporation and wish to enroll another household member must give notice to the Superintendent or a designee of their wish to transfer the child into the Corporation before April 1 of the prior academic year. This notice is required in addition to submitting a standard application form.

The Corporation shall make efforts to ensure that students who are enrolled in the Corporation as a transfer student continue to attend in subsequent school years.

~~No transfer student shall be accepted for enrollment for athletic reasons.~~ ¶

This policy applies to students in virtual schools.

Transfer students will not be charged unless otherwise required by law.

E. Residency of Students with Military Parents

Pursuant to IC 20-26-19 *et.seq*., a student meets the residency requirements for enrollment in the Corporation if the parent of the student meets the following:

1. The parent is transferred to or is pending transfer to a military installation within Indiana while on active duty pursuant to an official military order.

2. The parent submits to the public school:

    a. an application, as determined by the public school, for enrollment in the public school; and

    b. documentation, as determined by the Indiana State Board of Education, regarding the transfer or pending transfer.

3. The parent intends to reside in the attendance area of the Corporation.

I.C. 20-26-11
I.C. 20-26-11-32
I.C. 20-33-8-25(b)(7)
I.C. 20-26-19

Franklin Community School Corporation

Adopted: [date]
Revised: [date]

Book	POLICIES
Section	Section C - Students
Title	C175 - Student Attendance and Academic Engagement
Code	
Status	Active
Adopted	January 8, 2024

C175

STUDENT ATTENDANCE AND ACADEMIC ENGAGEMENT

The Board of School Trustees believes that presence in the classroom enables the student to participate in instruction, class discussions, and other related activities. As such, regular attendance and classroom participation are integral to instilling incentives for the student to excel. Students are bound by the requirements of Indiana's compulsory attendance law. Attendance shall mean to be physically present in a school or at another location where the school's educational program is being conducted during regular school hours on a day in which the educational program in which the student is enrolled is being offered (including a mandatory videoconference, phone conference, or other virtual environment during e- learning or virtual learning days). Academic engagement is the quality of students' participation or connection with the schooling endeavor and hence with activities, values, people, goals, and places that comprise it, and encompasses the academic, behavioral, and emotional enrichment of each student.

Attendance shall be required of all Corporation students, except those exempted under other provisions of State law, during the days and hours that the school is in session. Daily attendance will be appropriately recorded, and reports will be submitted to the IDOE in accordance with IDOE guidance and formatting/submission requirements.

Content may be delivered onsite in person or off-site during instructional days in the academic school year. If the Corporation conducts more than three (3) virtual days when at least 50% of the Corporation's in-person enrolled students attend virtually or online, at least 50% of instructional time on any subsequent virtual days will consist of teacher directed synchronous instruction. Where instruction is less than 100% teacher directed synchronous instruction, the remainder of instruction will be asynchronous.

Exceptions to compulsory attendance are established in IC 20-33-2 and shall be recognized by the Corporation. For any of these exceptions a student shall be recorded as excused absent from school.

The Superintendent shall require, from the parent of each student or from an adult student who has been absent for any reason, a written statement of the cause for such absence. The Board reserves the right to verify such statements and to investigate the cause of each:

A. prolonged absence;
B. absence of more than three (3) days duration;
C. repeated unexplained absence and tardiness.

At a minimum, in accordance with Indiana law, the Board considers the following as exceptions to compulsory attendance, and may not be recorded as absences or penalized by the school in any manner:

A. Service as a page for or as an honoree of the general assembly (not recorded as absence)
B. Serve on a precinct election board or as a helper to a political candidate or to a political party on the date of each general, city, or town, special, and primary election at which the student works
C. Subpoena to appear in court as a witness in a judicial proceeding
D. Ordered to active duty with the armed forces of the United States, including their reserve components, or the Indiana National Guard for ~~not more than ten~~ at least (15~~0~~) days in a school year if the student is not a habitual truant
E. Member of the Indiana wing of the civil air patrol who is participating in a civil air patrol for not more than five (5) days in a school year
F. "educationally related nonclassroom activity" as defined in I.C. 20-33-2-17.5
G. Student or member of student's household participates or exhibits in the Indiana State Fair for educational purposes, for not more than five (5) days in a school year, if student is in good academic standing, as determined by the school corporation.
H. If a student is in good academic standing as determined by the school corporation, up to six (6) instructional days in a school year for student participation in a scheduled competition, exhibition, or event offered by the National or Indiana FFA or a 4-H club for educational purposes as evidenced in writing by the student's parent and as approved in writing by the student's school principal.

These ~~following~~ absences shall be considered excused and categorized as follows~~:~~

A. Medical- This includes:
   a. Illness verified by a note from the parent/guardian
   b. Illness verified by a note from a physician
   c. Recovery from accident
   d. Professional appointments – Parents are encouraged to schedule medical, dental, legal, and other necessary appointments other than during school hours. When appointments are necessary during the school day, the student shall report back to school immediately after the appointment with a signed statement from the doctor, dentist, lawyer, counselor, etc.

B. ~~Recovery from accident¶~~

~~C. Professional appointments – Parents are encouraged to schedule medical, dental, legal, and other necessary appointments other than during school hours. When appointments are necessary during the school day, the student shall report back to school immediately after the appointment with a signed statement from the doctor, dentist, lawyer, counselor, etc.~~

B..Funeral/Bereavement Death in the immediate family or of a relative

C. Religious - Observation or celebration of a bona fide religious holiday, practice, or event that is significant to a student's faith.
D. Family Choice Planned – Planned absences due to maternity, ~~or~~ military connected families' absences related to deployment and return, or other reasons pre-arranged by the student's family and approved by the Superintendent or designee
E. Family Choice Unplanned – Unp~~l~~Planned absences due to maternity, ~~or~~ military connected families' absences related to deployment and return, or other reasons that occur unexpectedly due to unforeseen family circumstances or decisions and approved by the Superintendent or designee
F. Administrator Approved - Such other good cause as may be acceptable to the Superintendent or his or her designee or permitted by law, except family choice absences will be categorized pursuant to D. and E. above

~~I. Observation or celebration of a bona fide religious holiday~~
~~J. Maternity~~
~~K. Military connected families' absences related to deployment and return~~
~~L. Such other good cause as may be acceptable to the Superintendent or his or her designee or permitted by law~~

Providing Education for Students with Long-Term Medical Conditions: A long-term provider note is necessary when a student has been injured or suffers from an illness and is anticipated to be absent for a minimum of 20 instructional days over the course of the school year. The school will provide instruction to students under these circumstances if the parent provides documentation from a licensed healthcare provider with prescriptive authority indicating the student will meet the 20-day criteria due to a medical condition. This long-term medical documentation provides the information necessary for a school to create a plan for meeting the student's educational needs during these absences. Further consultation with the licensed healthcare provider may be necessary to determine the student's ability to engage in educational activities and instruction during these absences. If the student has a Section 504 Plan relating to the absences or the condition causing the absences, the plan under this policy must be consistent with the 504 Plan. If the student is also an eligible student with a disability, the student's Individualized Education Program (IEP) case conference committee will determine services during these absences in accordance with the law.

¶

An unexcused absence is any absence not covered under the definition of excused absence or an exception to compulsory attendance. An out-of-school suspension shall not be considered an unexcused absence. Repeated instances of unexcused absences may result in disciplinary action up to suspension or expulsion of a student, except that f~~F~~or the 2025-2026 school year, except in the case of a virtual education program, a student will not be expelled or suspended solely because the student is chronically absent or a habitual truant.

Truancy is defined as willful refusal to attend school as required by the compulsory attendance law.

The Superintendent or an attendance officer having jurisdiction shall report a child who is habitually truant ~~absent~~ from school to the prosecuting attorney and to an intake officer of the juvenile court or the Department of Child Services.

The Board shall consider each student assigned to a program of other guided learning experiences, to be in regular attendance for the program provided that they report to such staff member they are assigned for guidance at the place or in the manner in which they are conducting study, and regularly demonstrate progress toward the objectives of the course of study.

The Superintendent is authorized to develop administrative guidelines for student attendance, e- learning, and truancy.

The Superintendent also shall ensure that the Board's policy on attendance and the Corporation's administrative guidelines are made available to all parents and adult students.

I.C. 9-24-2-1, -4
I.C. 20-33-2-3.2
I.C. 20-33-2-17.7
I.C. 20-33-2-17.8
I.C. 20-33-2-4 et seq.
I.C. 20-33-2-14
511 IAC 1-3-1

Franklin Community School Corporation

Adopted: 1-8-24

Revised:

Parental Notice Form for Off-Campus Religious Instruction

Indiana law on off-campus religious instruction

Following receipt of written notice from the student's parent or guardian, the law requires school principals to allow a student to attend religious instruction conducted by a church, an association of churches, or an association that is organized for religious instruction and incorporated under Indiana law as an excused absence.

- This instruction may not exceed:
  - K – Grade 8: 120 minutes/week
  - High school: amount of time equal to attending 1 elective course at the high school per week
- ~~This instruction may not exceed 2 hours per week.¶~~
- The entity offering this religious instruction to a student shall:
  - work in a collaborative manner with the principal to ensure the period(s) in which the student receives religious instruction are the least disruptive to the instructional time of the student.
  - maintain attendance records and allow a school attendance officer to inspect them upon request.
- The religious instruction may not be supported by public funds.

Notice to parents or guardians

- The School Corporation does not require, prohibit, encourage or discourage student from participating in off-campus religious instruction. A parent or guardian's notice should be based on their independent choice and not based on representations made by the School Corporation, or its employees, volunteers, partners, vendors, contractors, students, or other associated individuals. The School Corporation seeks only to permit such instruction in accordance with Indiana law if directed to do so by a student's parent or guardian.
- The School Corporation does not provide, fund, lead, or otherwise conduct religious instruction on or off campus. This instruction is provided solely by other entities that are completely separate from the School Corporation and outside of the Corporation's control.
- The School Corporation does not provide or supervise transportation to or from off campus religious instruction.
- The School Corporation cannot and does not hire, conduct background checks, vet, train, supervise, evaluate, employ, direct, or otherwise exert any control over the employees, members of clergy, volunteers, vendors, contractors, partners, participants, or others associated with the entity that provides off campus religious instruction. For example, the School Corporation does not control trainings for religious instruction leaders on safety, first aid, student medical needs, needs of students with disabilities under Section 504 or the Individuals with Disabilities Education Act, curriculum, instruction, or any other information. As such, the School Corporation makes no representations about and is not responsible for the acts of any such persons or entities, including but

not limited to any acts of negligence, intentional harm, abuse, neglect, or otherwise harmful or inappropriate acts that might cause harm to the student now or in the future.

- The School Corporation does not communicate with parents or students on behalf of any entity providing off campus religious instruction, nor does it communicate with an entity providing religious instruction on behalf of parents or students. Parents should communicate directly with the entity providing religious instruction if they have questions about transportation, safety, instruction, staffing, or other topics.
- The parent or guardian must follow all other School Corporation policies, such as policies on parent-school communication, attendance, etc.
- The parent or guardian may provide or revoke this notice of permission for student to attend off campus religious instruction at any time during the school year. The notice must be in writing.

Parent notice to school corporation

I, the undersigned parent/guardian, on behalf of myself and my child _____ ("student"), an enrolled student of the School Corporation, provide this notice that student will participate in off campus religious instruction at an entity referenced above in accordance with Indiana law.

¶

~~I have read and understand the School Corporation Notice to Parents above.~~ ¶

¶

Name and contact information for the entity providing religious instruction:

Dates and times requested:

Transportation to the religious instruction, if applicable:
€ The arrangement does not require the student to transport from school.
€ Pickup by parent or other person: _____
€ Student will self-transport in accordance with school policies.

Transportation back to school, if applicable:
€ The arrangement does not require the student to transport back to school.
€ Return by parent or other person: _____
€ Student will self-transport back to school in accordance with school policies.

This permission notice is valid for the school year 20___-___.

I have read and understand the School Corporation Notice to Parents above.

¶

Parent/Guardian Name Signature Date

Book	POLICIES
Section	Section C - Students
Title	C200 - Anti-Bullying
Code	
Status	Active
Adopted	November 13, 2023

C200

ANTI-BULLYING

Bullying is prohibited by the School Corporation ("Corporation"). Students who commit any acts of bullying are subject to discipline, including but not limited to suspension, expulsion, arrest, and/or prosecution.

Definition

"Bullying" is defined as overt, unwanted, repeated acts or gestures, including verbal or written communications or images transmitted in any manner (including digitally or electronically); physical acts committed; aggression; or any other behaviors committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted student, creating for the targeted student an objectively hostile school environment that:

(1) places the targeted student in reasonable fear of harm to his or her person or property;
(2) has a substantially detrimental effect on the targeted student's physical or mental health;
(3) has the effect of substantially interfering with the targeted student's academic performance; or
(4) has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities, or privileges provided by the Corporation.

Bullying does not include, and should not be interpreted to impose any burden or sanction on, the following:

a) participating in a religious event;
b) acting in an emergency involving the protection of a person or property from an imminent threat of serious bodily injury or substantial danger;
c) participating in an activity consisting of the exercise of a student's freedom of speech rights;
d) participating in an activity conducted by a nonprofit or governmental entity that provides recreation, education, training, or other care under the supervision of one (1) or more adults;

e) participating in an activity undertaken at the prior written direction of the student's parent; or
f) engaging in interstate or international travel from a location outside Indiana to another location outside Indiana.

"Bullying," as defined by this policy and state law, does **not** include actions involving employees. Any behaviors committed by, towards, or amongst Corporation employees should be reported to the employee's supervisor, building principal, or Superintendent.

Applicability

The Corporation prohibits bullying in all forms. This policy may be applied regardless of the physical location in which the bullying behavior occurred, whenever the individual committing the bullying behavior and any of the intended targets of the bullying behavior are students attending a school within the Corporation and disciplinary action is reasonably necessary to avoid substantial interference with school discipline or prevent an unreasonable threat to the rights of others to a safe and peaceful learning environment. The Corporation prohibits bullying through the use of data or computer software that is accessed through any computer, computer system, or computer network.

Bullying behaviors based on the targeted individual's race, color, national origin, sex, gender, religion, or disability may be investigated and processed according to the Nondiscrimination/Anti Harassment Policy.

Education

The Corporation will provide training and/or instruction on anti-bullying prevention and policy to all students in grades 1 through 12, as well as employees, ~~in accordance with Indiana law~~.

Reporting

Anyone who believes that a student has possibly been or is the victim of bullying is encouraged to immediately report the situation to an appropriate employee such as a teacher, school counselor, or administrator (including the Superintendent). All employees, volunteers, and contracted service providers who observe or receive a report of suspected bullying shall notify a designated school administrator in charge of receiving reports of suspected bullying within the same day. If an employee does not know who to make a report to, he or she should report directly to the building principal or Superintendent. Bullying reports to the Department of Child Services and/or law enforcement must be made as required by law, such as when an employee believes that a student is the victim of abuse or neglect. Any person who makes a report of bullying and requests to remain anonymous will not be personally identified as the reporter or complainant to extent permitted by law. The Corporation will act appropriately to discipline employees, volunteers, or contracted service providers who receive a report of bullying and fail to initiate or conduct an investigation of a bullying incident, and for persons who falsely report an incident of bullying. The Corporation will act appropriately to discipline students, employees, visitors, or volunteers who make false reports of bullying.

Investigation

Once a report of suspected bullying is received by the designated school administrator, an expedited investigation shall follow. The investigation should be facilitated by the designated school administrator or other appropriate school employees. Information relating to the investigation will be gathered using means including, but not limited to: witness interviews, request for written witness statements, record identification and review, and an assessment of whether bullying occurred. The investigation will be initiated within one (1) school day of the report to the designated school administrator and will ordinarily be completed within ten (10) school days.

Intervention/Responses

If a report of suspected bullying is substantiated through an investigation, then The Corporation shall take appropriate intervention and responses as consistent with policy and procedure. The Corporation will take prompt and effective steps reasonably calculated to stop the bullying, remedy the bullying, and prevent the bullying from recurring. Consistent with other legal obligations, the Corporation will prioritize the safety of the target of the bullying including transferring the bully or target to another school within the Corporation. Interventions and responses include, but are not limited to: separating the bully and the target; follow-up school counseling for the target; bullying education for the bully; and prompt disciplinary action against the bully. These steps should not penalize the target of the bullying. Disciplinary actions against the bully may include, but are not limited to: suspension and expulsion for students; discharge for employees; exclusion for parents, guests, volunteers, and contractors; and removal from any office for governing body members. Also, if the acts of bullying rise to the level of serious criminal offense the matter may be referred to law enforcement. The Corporation shall inform the parents of all students involved in alleged incidents, and, as appropriate, may discuss the availability of counseling and other intervention services.

Parental Involvement

Parents are encouraged to be involved in the process of minimizing bullying. Parents may review any materials used in any bullying prevention or suicide prevention program employed by the Corporation. Parents should report suspected acts of bullying to an appropriate school official. In addition, parents of students suspected of bullying will be notified with a phone call or through other appropriate means of communication. Conversely, parents of students suspected of being the target of acts of bullying will also be notified with a phone call or through other means of appropriate communication. ~~Parent notifications will occur in an expedited manner within two (2) school days after the designated school administrator receives the report of suspected bullying~~. Parents of both the targeted student and alleged perpetrator will be notified of the investigation before the end of the next school day after the school becomes aware of the incident. Parents will also be notified of the conclusion of the investigation before the end of the next school day after the conclusion. Parents of students who are disciplined for acts of bullying will be involved in the disciplinary process consistent with the law and Corporation policy.

Reporting to IDOE

Each school within the Corporation will record and report to the Superintendent or his or her designee the frequency of bullying incidents in the following categories: verbal bullying, physical

bullying, social/relational bullying, and electronic/written communication bullying (or a combination or two or more of the above categories). The Superintendent or his or her designee shall report the number of bullying incidents by category for each school and the entire corporation for each school term to the Indiana Department of Education by July 1.

I.C. 20-33-8-13.5
Franklin Community School Corporation
Adopted: 11-13-23
Revised:

Book	POLICIES
Section	Section C - Students
Title	C225 - Parental Access to Instructional Material and Surveys
Code	
Status	Active
Adopted	January 8, 2024

C225

PARENTAL ACCESS TO INSTRUCTIONAL MATERIAL AND SURVEYS

The Board of School Trustees respects the privacy rights of parents and students. No student shall be required, without prior written consent of the student (if an adult, or an emancipated minor) or, if an unemancipated minor, their parents, to participate in any personal analysis, evaluation, or survey that reveals attitudes, habits, traits, opinions, beliefs, or feelings concerning:

1. political affiliations or beliefs of the student or the student's parent;
2. religious beliefs, affiliations, or practices of the student or the student's parent;
3. mental or psychological conditions of the student or the student's family;
4. sexual behavior or attitudes;
5. illegal, anti-social, self-incriminating, or demeaning behavior;
6. critical appraisals of other individuals with whom the student has a close family relationship;
7. legally recognized privileged or confidential relationships, such as those of lawyers, ministers, or physicians; or
8. income (except as required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Parents may inspect any materials used in conjunction with any such survey, analysis, or evaluation by contacting the building principal. The school corporation will post a copy of each personal analysis, evaluation, and survey personal analysis, evaluation, or survey conducted by a third-party vendor that reveals, identifies, collects, maintains, or attempts to affect attitudes, habits, traits, opinions, beliefs, or feelings on the school corporation's website.

Parents have the right to inspect, upon request, all instructional materials used as part of the educational curriculum of the student. Instructional materials include teachers' manuals, student texts, films, tapes, or other digital materials. The term does not include academic tests or assessments.

Further, parents of minor unemancipated students, and adult/emancipated students, as applicable, will be provided with two requests for written consent before a personal analysis, survey, or evaluation provided by a third party vendor that reveals, identifies, collects, maintains, or attempts to affect attitudes, habits, traits, opinions, beliefs, or feelings is administered or distributed by the school to the student. The consent form must accurately summarize the contents and nature of the personal analysis, evaluation, or survey that will be provided to the student, include an explanation of the reasons that the school corporation or qualified school is administering the personal analysis, evaluation, or survey, and indicate that a parent of a student or an adult/emancipated minor student has the right to review and inspect all materials related to the personal analysis, evaluation, or survey. The written consent form may be sent in an electronic format.

If the parent of the student or the adult/emancipated student, as applicable, does not respond to the written request provided by the school corporation within twenty-one (21) calendar days after receiving the request, the school corporation shall provide the parent of the student or an adult/emancipated minor student, a written notice requesting that the parent of the student or the adult/emancipated minor student indicate, in a manner prescribed by the school corporation, whether the parent or student consents to the personal analysis, evaluation, or survey; or declines the personal analysis, evaluation, or survey. If the school corporation does not receive a response within ten (10) days after the notice, the student will receive the personal analysis, evaluation, or survey unless the parent or the adult/emancipated student subsequently opts out of the personal analysis, evaluation, or survey for the student.

If the school uses a third-party vendor for such a survey or evaluation, the third-party vendor and the school corporation may not record, collect, or maintain the responses to or results of the analysis, evaluation, or survey in a manner that would identify the responses or results of an individual student. Any contract with the third-party vendor must contain a breach of contract clause if the vendor fails to comply with this policy. If a student does not participate in the personal analysis, evaluation, or survey, the school corporation or qualified school shall provide the student with alternative academic instruction during the same time frame that the personal analysis, evaluation, or survey is administered.
The provisions of this policy concerning personal analyses, evaluations, and surveys conducted by third party vendors do *not* apply to:

1. An academic test or academic assessment, scoring keys, or other tools directly related to measuring a student's academic performance in understanding a particular curricular subject matter, as prescribed by the Indiana Department of Education.
2. A career aptitude or career interest survey.
3. An assessment or screening instrument administered by a third party employed, licensed school psychologist, or social worker, clinical social worker, marriage and family therapist, or mental health counselor licensed under IC 25-23.6, *if* the third party provider is referred by school personnel in a crisis situation in which the school personnel and the third party provider reasonably believe that the student is in immediate danger of self-harm, harming another person, or experiencing harm resulting from abuse or neglect.
4. An assessment, screening instrument, or evaluation survey administered by a third party employed licensed school psychologist, or social worker, clinical social worker, marriage and family therapist, or mental health counselor licensed under IC 25-23.6; who has received a consent for services from a

student, if the student is an adult or emancipated minor, or parent of a student, if the student is an unemancipated minor.

5. A survey or evaluation administered to a student of a school by a third party vendor that gauges or attempts to gauge student satisfaction with or participation in the school's programming, technology platform, or approved curriculum.

Parents or eligible students may utilize the procedure for grievances in guideline C225-R if they have concerns regarding the implementation of this policy as to a personal analysis, survey, or evaluation provided by a third party that reveals, identifies, collects, maintains, or attempts to affect attitudes, habits, traits, opinions, beliefs, or feelings.

Human Sexuality Curriculum

Before a school may provide a student with instruction on human sexuality, the school must provide the parent of the student or the student (if an adult, or an emancipated minor), with a written request for consent of instruction. A consent form provided to a parent of a student or a student must accurately summarize the contents and nature of the instruction on human sexuality that will be provided to the student and indicate that a parent of a student or an adult or emancipated minor student has the right to review and inspect all materials related to the instruction on human sexuality. The written consent form may be sent in an electronic format. The parent of the student or the student (if an adult, or an emancipated minor), may return the consent form indicating that the parent of the student or the adult or emancipated student either consents to or declines instruction.

If a student does not participate in the instruction on human sexuality, the school shall provide the student with alternative academic instruction during the same time frame that the instruction on human sexuality is provided.

If the parent of the student or the student (if an adult, or an emancipated minor), does not respond to the written request provided by the school within twenty-one (21) calendar days after receiving the request, the school shall provide the parent of the student, or the student (if an adult, or an emancipated minor), a written notice requesting that the parent of the student, or the student (if an adult, or an emancipated minor), indicate, in a manner prescribed by the school, whether the parent of the student or the adult or emancipated student either consents to or declines instruction.

A notice provided to a parent of a student or a student must accurately summarize the contents and nature of the instruction on human sexuality that will be provided to the student and indicate that a parent of a student or an adult or emancipated minor student has the right to review and inspect all materials related to the instruction on human sexuality. The notice may be sent in an electronic format. If the school does not receive a response within ten (10) days after the notice, the student will receive the instruction on human sexuality unless the parent or the adult or emancipated student subsequently opts out of the instruction for the student.

Personal Information

The Board will not allow the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose).

Notice to Parents

The Superintendent is directed to provide notice directly to parents of students enrolled in the Corporation of the substantive content of this policy at least annually at the beginning of the school year, and within a reasonable period of time after any substantive change in this policy. In addition, the Superintendent is directed to notify parents of students in the Corporation, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when the administration of any survey by a third party that contains one or more of the items described in 1 through 8 above are scheduled or expected to be scheduled. . A list of any instructional materials, including teachers' manuals, curricular materials, films or other video materials, tapes, and other materials used in connection with instruction on human sexuality shall be published on the school's website.

For purposes of this policy, the term "parent" includes a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child).

IC 20-30-5-17
IC 20-26-21-1 et sec.
20 U.S.C.§1232h(c)
34 C.F.R. §98.3

Franklin Community School Corporation
Adopted: 1-8-24
Revised:

FRANKLIN COMMUNITY SCHOOL CORPORATION

[DATE]

Dear Parent/Guardian:

As part of your child's education, your student is enrolled in a course that includes instruction on topics related to human sexuality. In compliance with Indiana law, you are receiving this consent form prior to the beginning of instruction on human sexuality. As part of the course, the instruction on human sexuality will discuss _____
_____
_____. The instruction will be provided to male and female students in a [unified or separate] setting. The instruction will be provided by a [female or male] instructor. Additionally, pursuant to Indiana law, you have the right to review and inspect all materials, including teachers' manuals, curricular materials, films or other video materials and tapes, related to the instruction on human sexuality.

This form is to request your consent to provide your child instruction on human sexuality. Should you choose to decline instruction on human sexuality for your child, the school will provide your child with alternative academic instruction during the same time frame that the instruction on human sexuality will be provided. Please read this form carefully, select one option, sign and return to _____. We request that you return this consent within twenty-one (21) days of your receipt of this consent form.

FIRST REQUEST FOR CONSENT - INSTRUCTION ON HUMAN SEXUALITY

COURSE TITLE _____ TEACHER _____ PERIOD _____

SCHOOL _____ DATE _____

Please check *one (1)* of the statements below. Return the signed consent to _____.

_____ I consent to have my child participate in the instruction on human sexuality described above.

_____ I decline to have my child participate in the instruction on human sexuality described above.

_____ _____

Student Name _____ Parent/Guardian Signature _____

[DATE]

Dear Parent/Guardian:

As part of your child's education, he/she is enrolled in a course that includes instruction on topics related to human sexuality. We sent you a consent form dated [DATE OF FIRST NOTICE] requesting you to consent or decline instruction for your child on human sexuality. As of the date of this letter, we have not received your signed consent/declination form.

As part of the course, the instruction on human sexuality will discuss _____

_____

_____.

_____. The instruction will be provided to male and female students in a [unified or separate] setting. The instruction will be provided by a [female or male] instructor. Additionally, pursuant to Indiana law you have the right to review and inspect all materials, including teachers' manuals, curricular materials, films or other video materials and tapes, related to the instruction on human sexuality.

This notice is to request your consent to provide your child instruction on human sexuality. Should you choose to decline instruction on human sexuality for your child, the school will provide your child with alternative academic instruction during the same time frame that the instruction on human sexuality will be provided. Please read the below form carefully, select one option, sign and return to the _____. Please return this form within ten (10) days of receipt. If the school does not receive the form within ten (10) days of your receipt of this notice, your child will receive the instruction on human sexuality, unless you subsequently opt of the instruction.

CONSENT FORM FOR INSTRUCTION ON HUMAN SEXUALITY

COURSE TITLE _____ TEACHER _____ PERIOD _____

SCHOOL _____ DATE _____

Please check *one (1)* of the statements below. Return the signed consent to _____.

_____ I consent to have my child participate in the instruction on human sexuality described above.

_____

_____ I decline to have my child participate in the instruction on human sexuality described above.

_____

Student Name	Parent/Guardian Signature

Book	POLICIES
Section	Section C - Students
Title	C425 - Student Suicide Prevention and Awareness
Code	
Status	Active
Adopted	January 8, 2024

C425

STUDENT SUICIDE PREVENTION AND AWARENESS

The School Board recognizes that suicide is one of the leading causes of death for Indiana youth. This policy is meant to increase child suicide awareness and prevention. The School Board believes there must be a partnership between families, the community, and the School Corporation.

To that end, the School Corporation cooperates with the larger community including suicide prevention services. Information regarding such suicide prevention services located in our community can be found on the FCS Intranet, on student IDs/lanyards in Grades 7-12, and in our school counseling offices. Further information regarding crisis intervention referral is available to students, parents, and School Corporation employees.

The School Corporation provides counseling services for students and families related to suicide prevention. For students who are Medicaid eligible, FCS offers onsite therapy and skills-based support through approved collaborations with multiple community mental health agencies. In partnership with an outside agency, FCS offers wraparound care coordination services for those with private insurance. These services help students, families, and staff navigate the mental health care system. In crisis situations, the Director of Mental Health or a member of the mental health support team can provide short-term mental health support until a more sustainable option becomes available.

The School Corporation recognizes the relationship between suicide and drug and alcohol use. The plan, training, and any other program authorized under this policy shall increase awareness of this correlation.

The School Corporation shall provide evidence-based training to School Corporation employees ~~consistent with Indiana law~~. This training, QPR (Question, Persuade, Refer), addresses warning signs and tendencies that may evidence a student is considering suicide.

Consistent with Indiana law, the Superintendent or his/her designee shall develop a personalized plan to assist survivors of attempted suicide and to assist students and School Corporation employees to cope with a suicide or attempted suicide. The Superintendent or his/her designee may develop any other program or activity appropriate to increase awareness and prevention of child suicide.

I.C. 20-26-5-34.4

~~I.C. 20-26-3-6~~¶

Franklin Community School Corporation

Adopted: 1-8-24

Revised:

Book	POLICIES
Section	Section D - Human Resources
Title	D200 - Standard of Care and Supervision of Students
Code	
Status	Active
Adopted	March 11, 2024

D200

STANDARD OF CARE AND SUPERVISION OF STUDENTS

All school employees and volunteers shall uphold the highest standards for supervision, control, and protection of students commensurate with their assigned duties and responsibilities. All employees and volunteers shall establish and maintain professional boundaries with students that are consistent with their legal, professional, and ethical duty of care for students.

The following expectations will be enforced:

A. An employee shall *immediately* report to law enforcement or child protective services any suspected child abuse or neglect. An employee shall immediately report to a building administrator any knowledge of criminal organization (gang) activity and shall immediately report to the Title IX coordinator any report of student sexual harassment or assault.

B. Employees shall set a positive example for students in words and actions. This includes, but is not limited to, refraining from use of profanity, demeaning statements, and any other communications that set an inappropriate example for students.

C. An employee shall not associate with students at any time in any manner that may give the appearance of impropriety or is not consistent with an employee's role as an exemplar. This includes, but is not limited to, the employee's involvement in any situation that could be considered abusive or sexually suggestive, or involves harmful substances such as illegal drugs, alcohol, or tobacco. Further, employees shall not communicate with students by electronic means except on School-approved applications for educational purposes. Communications exchanged via any electronic platform shall not be deleted unless first uploaded to the School's data management system. Any sexual or otherwise inappropriate conduct with a student, including improper personal communications, will subject the offender to potential criminal prosecution and disciplinary action by the Board up to and including termination of employment.

D. If a student approaches an employee to seek advice or discuss personal matters, including but not limited to personal relationships, sexual behavior, substance abuse, and/or mental or physical health, the employee shall assist the student by facilitating contact with certified or licensed individuals in the School or community who are qualified in the assessment, diagnosis, and treatment of the student's stated problem. Any employee who determines that a student needs services shall report the matter to appropriate authorities and their supervisor. However, under no circumstances should an employee attempt to counsel, assess, diagnose, or treat the student, unless properly licensed and authorized. Nor shall any such employee inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law.

E. An employee or volunteer shall not electronically transmit any personally identifiable image of or information on a student(s) without the prior approval of School administration and the student's parent, where applicable.

F. All employees and volunteers shall follow established school safety procedures and protocols. An employee or volunteer shall immediately report to a building administrator any accident, safety hazard, knowledge of threats of violence, or other potentially harmful situation they detect.

G. An employee shall not transport students in a private vehicle without the prior approval of the principal.

H. A student shall not be required to perform work or participate in activities detrimental to their health or welfare.

Employees who fail to follow this policy shall be subject to discipline up to and including termination. Volunteers who fail to follow this policy shall be subject to revocation of volunteer privileges. Some violations may subject employees or volunteers to criminal prosecution.

Pursuant to the laws of the State and Board Policy, each employee shall report to the proper legal authorities immediately, any sign of suspected child abuse or neglect, and to the appropriate administrator any knowledge of criminal organization (gang) activity or reports of student sexual harassment or assault.

Pursuant to Indiana law, if a student makes an allegation that an employee of the Corporation has engaged in misconduct with, or pertaining to, the student, and the Corporation determines that the allegation is unsubstantiated or otherwise dismissed, the Corporation will provide written notice within fourteen (14) days to both the employee and the parent of the student regarding the determination.

I.C. 20-26-5-47
I.C. 31-33-5
Criminal Organization Policy
Franklin Community School Corporation
Adopted: 3-11-24
Revised:

Book	POLICIES
Section	Section D - Human Resources
Title	D325 - Employee Background Checks and Mandatory Reporting
Code	
Status	Active
Adopted	January 8, 2024

D325

EMPLOYEE BACKGROUND CHECKS AND MANDATORY REPORTING

Definitions

For purposes of this policy, "association" is defined as an organization that conducts, organizes, sanctions or sponsors interscholastic high school athletic events as the organization's primary purpose. I.C. § 20-26-14-1

"Coach" is defined as a coach of grades 9 through 12 in all association recognized sports, including nonteaching and volunteer coaches.

Employees and Contractors

An offer of employment on behalf of the School Board shall be contingent upon a determination by the Superintendent or his/her designee that the applicant meets each qualification standard in the job description for the position offered. To determine if the applicant meets the qualification standards for the position applied for, the Superintendent or his/her designee shall conduct a comprehensive pre-employment background investigation on each applicant given a conditional offer of employment.

The School Corporation through the Superintendent or his/her designee shall take the following steps in accordance with Indiana law and best practice to conduct a pre-employment background investigation:

1. Conduct an expanded criminal history check for each applicant;
2. Conduct an expanded child protection index check for each applicant;
3. Seek explanations of any employment gaps to ensure the applicant has not omitted an employer where an offense occurred;
4. Verify the applicant's eligibility to work using the E-verify database maintained by the Federal government; and

5. Contact the applicant's employment references, and, if applicable, the most recent employer provided by the applicant before the applicant may be hired.
6. If the position involves driving, an Indiana Bureau of Motor Vehicles driver history.

Where the needs of the School Corporation require that the applicant begin work before the pre-employment background investigation can be completed, the expanded criminal history check for each applicant shall be completed no later than thirty (30) days after the first day of employment. If the vendor providing an expanded criminal history check offers more than one (1) type of expanded criminal history check, the School Corporation shall evaluate all available types of criminal history check and determine whether a more comprehensive expanded criminal history check would better protect the students. Further, the School Corporation shall conduct an expanded child protection index check no later than sixty (60) days after the first day of employment. The applicant shall continue to be considered as an applicant working pursuant to a conditional offer of employment until the pre-employment background investigation is complete.

Each applicant shall provide all identifying information necessary to conduct the pre-employment background investigation and shall read and agree to all necessary documentation to conduct the pre-employment background investigation as a condition of being considered for employment.

Failure of an applicant to fully or truthfully disclose all information requested in the application process may disqualify the applicant. Where the failure to make a truthful or complete disclosure is not detected until after the employee is employed, the employee may be terminated for insubordination.

Consistent with Indiana law, the School Corporation may use information concerning an individual being the subject of a substantiated report of child abuse or neglect as grounds not to employ or contract with the individual.

The School Corporation will not hire, continue to employ, contract with, or continue to contract with any individual who has been convicted of an offense requiring license revocation, unless the conviction has been reversed, vacated, or set aside on appeal.

Additionally, concerning each employee of the School Corporation, or an entity contracting with the School Corporation, in an employment position in which an individual is likely to have direct, ongoing contact with children in the scope of employment:

1. The School Corporation will not employ or contract with, and will terminate the employment of or contract with, an individual who has been convicted of an offense listed in I.C. 20-26-5-11.2(b), unless such conviction has been reversed, vacated, or set aside.

2. The School Corporation will not employ or contract with an individual who has been convicted of an offense listed in I.C. 20-26-5-11.2(c), unless a majority of members of the Board approves such employment or contract as a separate, special agenda item.

3. The School Corporation will not hire or contract with an individual who is required to wear an ankle monitor as the result of a criminal conviction, unless a majority of members of the Board approves such employment as a separate, special agenda item.

4. The School Corporation will not hire or contract with an individual who entered into an agreement to settle an allegation of misconduct relating to the health, safety, or well-being of a student (as defined in I.C. 20-26-5-11.2(i)) at a school corporation, charter school, or state accredited nonpublic school, if the agreement included a nondisclosure agreement covering the alleged misconduct, unless a majority of members of the Board approves such employment as a separate, special agenda item.

5. The School Corporation will not hire or contract with an individual who, in an academic environment, engaged in a course of conduct involving repeated or continuing contact with a child that is intended to prepare or condition the child for sexual activity (as defined in I.C. 35-42-4-13), unless a majority of members of the Board approves such employment as a separate, special agenda item.

An entity with which the School Corporation contracts for services may not employ or contract with, and shall terminate the employment or contract of an individual in a position likely to have direct, ongoing contact with children in the scope of employment if the individual has been convicted of an offense listed in I.C. 20-26-5-11.2(b). If such an entity obtains information that an individual employed by the entity who works at a particular school corporation, charter school, or state accredited nonpublic school has been convicted of an offense listed in I.C. 20-26-5-11.2(b), the entity shall immediately notify the school corporation, charter school, and state accredited nonpublic school of the employee's conviction. Such entity is not required to consider whether information concerning such a conviction requires the entity to terminate the employment or contract of, or otherwise not to employ or contract with, such individual if the conviction has been reversed, vacated, or set aside.

Additionally, an entity with which the School Corporation contracts for services may not:

1. Employ or contract with an individual in a position likely to have direct, ongoing contact with children in the scope of employment if the individual has been convicted of an offense listed in I.C. 20-26-5-11(c), unless a majority of members of the Board approves such employment or contract as a separate, special agenda item.

2. Hire or contract with an individual in a position likely to have direct, ongoing contact with children in the scope of employment if the individual is required to wear an ankle monitor as the result of a criminal conviction, unless a majority of members of the Board approves such hire or contract as a separate, special agenda item.

3. Hire or contract with an individual in a position likely to have direct, ongoing contact with children in the scope of employment who entered into an agreement to settle an allegation of misconduct relating to the health, safety, or well-being of a student (as defined in I.C. 20-26-5-11(i)) at a school corporation, charter school, or state accredited nonpublic school, if the agreement included a nondisclosure agreement covering the alleged misconduct, unless a majority of members of the Board approves such hire or contract as a separate, special agenda item.

4. Hire or contract with an individual in a position likely to have direct, ongoing contact with children in the scope of employment who, in an academic environment, engaged in a course of conduct involving repeated or continuing contact with a child that is intended to prepare or condition the child for sexual activity (as defined in IC 35-42-4-13), unless a majority of members of the Board approves such hire or contract as a separate, special agenda item.

Contractors providing services to the School Corporation which entail direct contact with students shall, as a material term of their contract, agree that they have or will screen each employee and applicant for employment using the same qualification standards applied by the Board to the same or similar positions. Contractors shall submit their policy or a written assurance of their compliance with this policy. Compliance with this policy shall be a material term of every contract for services entered into by the Board, and the Superintendent shall promulgate administrative guidelines to implement this policy.

Each School Corporation employee is required to undergo an expanded criminal history check every five (5) years. The School Corporation will assume the costs of the expanded criminal history check for current employees. The School Corporation may conduct an expanded criminal history check more often than every five years if it believes an employee is the subject of a substantiated report of child abuse or has been charged with one of the offenses listed in I.C. § 20-26-5-11.2(b).

The School Corporation may establish procedures to verify the accuracy of information referenced in this policy.

Volunteers

Each volunteer who is in direct contact with students will be required to submit a Limited Criminal History Record Check.

The procedures shall ensure that information and records obtained from criminal history inquiries under this policy are confidential and shall not be released except as necessary to implement this policy or to defend a decision made pursuant to this policy.

The Superintendent or his/her designee is to inform each volunteer that s/he:

1. Shall agree to abide by all Board policies and Corporation guidelines while on duty as a volunteer;
2. Will be covered under the Corporation's liability policy but the Corporation shall not provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the volunteer eligible for worker's compensation;
3. Will be asked to sign a form releasing the Corporation of any obligation should the volunteer become ill or receive an injury as a result of his/her volunteer services;
4. Will be required to report any arrests, the filing of criminal charges against him/her, or convictions for a crime while serving as a volunteer;
5. Will be required to report any substantiated report of child abuse or neglect of which s/he is the subject.

Coaches

The Corporation shall, for each coach hired or allowed to coach an association recognized sport, whether as an employee or as a volunteer:

1. Ask the prospective coach:
    a. Whether the individual is or has been accredited by the association;
    b. If the individual is or has been accredited by the association, whether the individual's accreditation has ever been suspended or revoked;
2. Request references from the individual, and contact the references provided;

3. Contact the association to determine whether the individual's accreditation has ever been suspended or revoked.

Before allowing an individual to be a volunteer coach, the Corporation must conduct an Expanded Criminal History Check.

Mandatory Reporting of Arrest, Conviction, Criminal Activity, Investigations, and Substantiated Reports of Child Abuse or Neglect

During the course of employment with the School Corporation, each employee is required to report arrest or the filing of criminal charges against the employee; any substantiated report of child abuse or neglect; and conviction of criminal charges to the Superintendent or designee within two (2) business days of the occurrence. The Superintendent or designee shall review each such report and shall recommend appropriate action to the Board consistent with Indiana law and considering the risk to members of the school community presented by the continued employment of the employee. Further, consistent with Indiana law, if the superintendent of a school corporation becomes aware of possible criminal activity involving a current or former school employee or contractor that may have occurred on school property or at a school approved activity or event not on school property; and may have involved a current or former student who was a student at the time of the possible criminal activity; or concludes an investigation of a personnel matter that results in or could result in a suspension or termination of a school employee; the superintendent shall, within five (5) business days, inform all members of the Board.

No Corporation employee, contractor, or agent shall assist a Corporation employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

Disclosures Regarding Former Employees

The School Corporation shall disclose known information regarding former employees in accordance with Indiana law.

I.C. 20-26-2-1.3
I.C. 20-26-2-1.5
I.C. 20-26-5-10
I.C. 20-26-5-11.2
I.C. 20-26-14-8
I.C. 20-26-14-9
I.C. 20-28-5-8
I.C. 20-28-5-9
20 U.S.C. § 7926(a
Franklin Community School Corporation

Adopted: 1-8-24

Revised:

Book	POLICIES
Section	Section E - Instruction
Title	E200 - Credit for Religious Education
Code	
Status	Active
Adopted	March 11, 2024

E200

RELIGIOUS RELEASE TIME AND CREDIT FOR RELIGIOUS EDUCATION

Religious Release Time

Pursuant to Indiana law, when the parent of a student provides written notice, the principal shall allow the student to attend a school for religious instruction that is conducted by a church, association of churches, or an association that is organized for religious instruction and incorporated under Indiana law.

Following receipt of such written notice, the principal shall work in a collaborative manner with the parent or entity offering religious instruction to provide assistance in determining a period or periods for the student to receive religious instruction. An entity offering religious instruction to a student shall work in a collaborative manner with the principal to ensure the period(s) in which the student receives religious instruction are the least disruptive to the student's instructional time.

Written notice for religious release time is only valid for the school year in which it was provided.

The period(s) in which a student receives religious instruction under this section may not exceed 120 minutes per week for elementary school students or the equivalent of one (1) elective course per week for secondary school students.

An entity providing religious instruction under Indiana law and this policy shall maintain attendance records and allow inspection of these records by attendance officers; and may not be supported, in whole or in party, by public funds.

An entity that provides religious instruction to a student under this policy must agree to conduct an expanded criminal history check and expanded child protection index check for each of the entity's employees or contractors likely to have direct, ongoing contact with students of the school corporation in the scope of the individual's employment or contract services, and to hold liability insurance coverage for services or transportation provided outside school property.

A student who participates in religious release time shall receive the same attendance credit that the student would receive for attendance in the public school for the same length of time.

Credit for Religious Education

Pursuant to Indiana law, a public secondary school may award academic credit to a student who attends religious instruction if the governing body of the school corporation adopts a policy that allows the

awarding of credit. In accordance with Indiana law, the Board adopts the following policy:

1. Classes in religious instruction are evaluated on the basis of purely secular criteria in substantially the same manner as similar classes taken by a student at a nonpublic secondary school who transfers to a public secondary school are evaluated to determine whether the student receives transfer credit for the classes. Secular criteria may include the following in addition to other established secular criteria:

A. The number of hours of classroom instructional time.
B. A review of the course syllabus that reflects the course requirements and materials.
C. Methods of assessment used in the course.
D. Whether the course is taught by a licensed teacher.

2. The decision of whether to award academic credit shall be neutral as to, and not involve any test for, religious content or denominational affiliation.
3. A student who attends religious instruction under this policy shall first seek to use a time period during a student instructional day (as defined in IC 20-30-2-2) that is not devoted to student instructional time to attend religious instruction. If a student is not able to attend religious instruction at a time other than during student instructional time, the student may only be released to attend religious instruction in accordance with the Religious Release Time provision of this policy ~~for an amount of up to 120 minutes per week~~. The permission is valid only for the year in which it is granted.

A student may be awarded a total of not more than two (2) elective academic credits under this policy.

I.C. 20-33-2-19
I.C. 20-33-8-5

Franklin Community School Corporation

Adopted: 3-11-24

Revised: [date]

Book	POLICIES
Section	Section F - Fiscal Management
Title	F125 - Purchasing Procedures and Capital Assets
Code	
Status	Active
Last Revised	May 12, 2025

F125

PURCHASING PROCEDURES AND CAPITAL ASSETS

PUBLIC PURCHASING

Every purchase of goods or supplies by a school must comply with Indiana public purchasing and contract laws. The Board hereby designates the Chief Financial Officer as purchasing agent or designee for the Board. The following procedures along with current Indiana law and guidance published by the Indiana State Board of Accounts shall be generally followed by school administrators for the purchase of products or supplies (i.e. equipment, goods, and materials):

I. **Specifications —** Prior to obtaining proposals for goods or supplies, the purchasing agent or designee will prepare specifications describing the goods or supplies. Specifications should be prepared in such a manner to promote overall economy and to encourage competition. Duplicative or unnecessary items will not be purchased. Consideration should be given to consolidating or breaking out procurement to obtain a more economical purchase.

II. **Good Faith Requirement —** Each purchasing agent or designee shall negotiate, perform, or administer each contract in good faith.

III. **Rules and Policies —** The school may adopt additional guidelines to regulate purchases which may supplement, but may not be inconsistent with Indiana law. The school corporation may also establish additional written policies for purchases. Written policies may apply to all purchases generally or to a specific purchase.

IV. **Electronic Transmission —** The purchasing agent or designee may give and receive notices and offers electronically.

V. **Trusts -** If the purchasing agent or designee receives an offer from a trust, the purchasing agent or designee must require the trust to identify the beneficiaries of the trust and settlor empowered to revoke or modify the trust prior to accepting an offer to determine if a conflict of interest may exist.

VI. **No Artificial Division —** Purchases may not be artificially divided to avoid any requirement of the public purchasing law or any other applicable law. Artificial division to avoid any requirement could result in personal responsibility for the purchasing agent or designee and possible criminal charges.

VII. **Invitation for Bids —** Unless another purchase method is allowed by statute and prior to obtaining proposals for goods or supplies over $150,000 for state-funded purchases and $250,000 for federal purchases, a pur, a purchasing agent or designee must normally issue an invitation for bids and which must include the following information:

A. A description for the goods or supplies to be purchased which may include specifications attached to or made a part of the solicitation;
B. All contractual terms and conditions that apply to the purchase;
C. A statement of the evaluation criteria that will be used in the review of responses including any inspection, testing, quality, workmanship, delivery, or suitability standards;
D. The time and place for opening of bids;
E. A statement concerning whether the bid must be accompanied by a certificate check or other evidence of financial responsibility; and
F. A statement concerning the conditions under which a bid may be cancelled or rejected in whole or in part.

VIII. **Evaluation Criteria —** Evaluation criteria that will affect the bid price and will be considered in the bid evaluation process must be objectively measurable. A purchasing agent or designee may only use criteria specified in the bidding documents and applicable laws to evaluate the bids.

IX. **Evidence of Financial Responsibility —** The purchasing agent or designee may specify in a solicitation that an offeror must provide evidence of financial responsibility. Evidence of financial responsibility may be a bond, certified check, or other evidence specified by the purchasing agent or designee in the solicitation. A bond or certified check may not be set at more than ten percent (10%) of the contract price.

X. **Public Notice —** When total ~~project~~ cost is over $150,000 for state-funded purchases and $250,000 for federal purchases, The purchasing agent or designee must give newspaper notice of any invitation for bids in accordance with IC 5-3-1 and currently requires a notice must be published two (2) times at least one (1) week apart with the second notice at least seven (7) days prior to the opening of bids.

XI. **Public Opening -** The purchasing agent or designee shall open bids publicly. Offers may be opened after the noticed date if the school board determines in writing that it is in its best interest and the time and place is announced at the originally scheduled opening.

XII. **Prohibited Changes —** The purchasing agent or designee may not permit changes in bid prices or other material provisions of bids after the bid opening.

XIII. **Contract Decision —** The purchasing agent or designee must award the contract over $150,000 for state-funded purchases and $250,000 for federal purchases promptly by written notice to the lowest responsible and responsive bidder or reject all bids submitted. If the purchasing agent or designee

awards the contract to a bidder other than the lowest bidder, the reason for the award must be stated in the minutes of the board meeting at the time the award is made and should include the factors used to determine which bidder is the lowest responsible and responsive bidder.

A. Responsible Bidder

The purchasing agent or designee must determine whether an offeror is "responsible" and if not, that determination must be made in writing. The following factors can be considered:

i. whether an offeror fails to provide information required to determine whether they are responsible;
ii. the ability and capacity of the offeror to provide the goods or supplies;
iii. the integrity, character, and reputation of the offeror; and
iv. the competency and experience of the offeror.

Unless exempt, registration with the Indiana Secretary of State to do business in Indiana and adequate insurance as determined by the Corporation is required to be considered responsible.

B. Responsive Bidder

The purchasing agent or designee must determine whether an offeror is responsive. The purchasing agent or designee may consider the following factors:

i. whether the offer confirms in all material respects to the specifications;
ii. whether the offer complies specifically with the solicitation and the instruction to offerors; and
iii. whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.

XIV. **Unconditional Acceptance —** Bids must be unconditionally accepted without alteration or correction, with limited exceptions. If a bidder inserts contract terms or bids on items not specified in the invitation, the purchasing agent or designee shall treat the additional material as a proposal for addition to the contract and may either declare the bidder nonresponsive, permit the bidder to withdraw the proposed additions to the contract, or be willing to accept any of the proposed additions to the contract. However, a purchasing agent or designee may not accept proposed additions that are prejudicial to the school or to fair competition.

XV. **Purchase Order -** Within thirty (30) days after the acceptance of an offer, the purchasing agent or designee shall deliver notice to the successful offeror a purchase order and retain a copy for public inspection.

XVI. **Length of Goods/Supplies Contract** — A contract for goods or supplies may be entered into for a period not to exceed four (4) years and must specify that obligations of the school are subject to the appropriation and availability of funds.

XVII. **Contract Renewal** — A contract that contains a provision for escalation of the price of the contract may be renewed only if the price escalation is linked to a commonly accepted index or a formula

set forth in the contract. The term of a renewed contract may not be longer than the initial term of the contract.

XVIII. **Advance Payments —** The Corporation may not make payment in advance of receipt of goods or services unless permitted by applicable law. The Corporation may only make payment in advance of receipt of goods and services when allowed by Indiana law and IN State Board of Accounts guidelines.

XIX. **— Prohibited Items -** Under no circumstances is the Corporation or any of its agents or employees permitted to use funds for purchases of tobacco, alcohol, or illegal substances.

XX. **Land-** For purchases of land or structures with a total price over $25,000, the School Board must pass a resolution that it is interesting in purchasing a specified land or structure, must appoint 2 appraisers to establish fair market value within 30 days of appointment, and the purchasing agent may not purchase any land or structure for a price greater than the average of the 2 appraisals.

ALTERNATIVE PURCHASING METHODS

The purchasing agent or designee may when allowed under the public purchasing and public contract laws consider use of the following alternative purchasing methods. Any purchase that does not qualify for an alternative purchasing method must be made through a public bidding process.

I. Requests for Specifications — The school board may make a written finding that the development of specifications is not feasible and may grant a purchasing agent or designee approval to issue a request for specifications. Requests for specifications should be published in accordance with IC 531 which requires that a notice must be published two (2) times at least one (1) week apart.

Requests must include the following:

A. the factors or criteria that will be used in evaluating the specifications;
B. a statement concerning the relative importance of the evaluation factors; and
C. a statement concerning whether discussions may be conducted with persons proposing specifications to clarify the specification requirements.

All entities proposing specifications must be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposed specifications.

II. Request for Proposals ("RFP")

The purchasing agent or designee may also and is encouraged to issue a request for proposals.

An RFP must include at least the following:

A. the factors or criteria that will be used in evaluating the proposals;
B. a statement concerning the relative importance of price and other evaluation factors (only these evaluation factors may be considered in the evaluation of proposals);

C. a statement concerning whether the proposal must be accompanied by evidence of financial responsibility; and
D. a statement concerning whether discussion may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

Requests for proposals should be published in accordance with IC 5-3-1 which requires that a notice must be published two (2) times at least one (1) week apart. In addition to publishing the request for proposal, nothing shall prevent the Corporation from sending the Request for proposals directly to known suppliers and/or contractors inviting the supplier or contractor to submit a proposal.

If an RFP is issued, the purchasing agent or designee must prepare a register of proposals which must be open to the public inspection after the contract is awarded. The register must include at least the following:

A. a copy of the RFP;
B. a list of all persons to whom copies were given;
C. a list of all proposals received, including the name and address of all offerors, the dollar amount of each offer, and the name and dollar amount of the successful offeror;
D. the basis on which the award was made; and
E. the entire contents of the contract file, except for proprietary information included with an offer.

As provided in the request for proposals or under the rules or policies of the school, discussions may be conducted with, and best and final offers obtained from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. The RFP must be awarded to the responsible offeror whose proposal is determined in writing to be the most advantageous to the school. Awards may be made to more than one offeror if the proposals are determined in writing to be advantageous to the school.

The purchasing agent or designee must treat each offeror fairly and equally with respect to any opportunity for discussion and revision of proposals. In conducting discussions with an offeror, the purchasing agent or designee may use information derived from other proposals in discussion only if the identity of the offeror providing the information is not disclosed to others. Equivalent information must be provided to all offerors with which the purchasing agent or designee chooses to have discussions.

III. **Purchasing Organizations -** If the school is a participant in a cooperative purchasing organization, a purchasing agent or designee may work with the organization to solicit proposals for the supplies.

IV. **Reverse Online Auctions -** The purchasing agent or designee may conduct a reverse auction for the purchase of supplies by using an internet purchasing site to issue an invitation for bids and receive bids in accordance with Indiana law.

V. **Special Purchases-** Special Purchases without soliciting bids or proposals are permitted under IC 5-22-10 if made with competition as practicable under the circumstances and:

A. Certain emergency conditions exist;
B. Unique opportunity to obtain supplies or services at a substantial savings to School;
C. Auction;
D. Data processing contract or licensing agreement (such as software programs);
E. Concerns over compatibility of equipment and only 1 source meets reasonable requirements; F. Purchasing method seriously impairs the functioning of school
G. No responsive offers received under correct use of other purchasing methods;
H. A governmental discount of established price;
I. Only single source of supply is available
J. Efficiency & economic advantages (such as federal GSA pricing)
K. Vendor is an entity with contract with federal agency or purchase is from federal government or public utility
L. Acceptance of a Gift

VI. **Micro Purchases (Under $10,000 Using Federal Funds)-** This section applies only if the purchasing agent or designee expects the purchase to be less than $10,000 when federal funds are used to purchase supplies *and* services. A purchasing agent or designee may award without soliciting competitive price or rate quotations if the purchasing agent or designee deems the price reasonable based on research, experience, purchase history, or other information and documents maintained by the Corporation.

VII. **Small Purchases (Under $50,000 Using Non-Federal** Funds)-Purchases under $50,000 using nonfederal funds may be made through the open market, or using any other method established under this Policy and deemed appropriate by the purchasing agent or designee.

VIII. **Request for Quotes (Federal Purchases Between $10,000-$2~~1~~50,000 or Non-Federal Purchases Between $50,000 and $150,000)-** This section applies only if the purchasing agent or designee expects a non-federal purchase to be between $50,000 and $150,000, or a federal purchase to be between $10,000 and $2~~1~~50,000.

- A purchasing agent or designee may purchase supplies by inviting quotes from at least three (3) persons known to deal in the lines or classes of supplies to be purchased.
- The purchasing agent or designee shall mail an invitation to quote to these persons at least seven (7) days before the time fixed for receiving quotes.
- If the purchasing agent or designee receives a satisfactory quote, the purchasing agent or designee shall award a contract to the lowest responsible and responsive offeror for each line or class of supplies being requested. The purchasing agent or designee may reject all quotes.
- If the purchasing agent or designee does not receive a quote from a responsible and responsive offeror, the purchasing agent or designee may purchase the supplies under IC 5-22-10-10.

ADDITIONAL PROVISIONS ON PROCUREMENT USING FEDERAL FUNDS

The Superintendent shall maintain a procurement and contract administration system in accordance with the federal procurement requirements (2 CFR 200), including verification that vendor/contractor has not been suspended or debarred from participation in federal programs, and the prohibition of use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except where applicable federal statutes expressly mandate or encourage geographic preference, for the administration and management of Federal grants and Federally-funded programs. This also includes the requirement under 2 CFR 220.323(b) that the corporation will purchase, acquire, or use products and services that can be reused, refurbished or recycled and contain recycled content. The Corporation shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts, applicable laws, and/ or purchase orders. Except as otherwise noted or as required by applicable laws, procurement transactions shall conform to the provisions of this policy and related guidelines.

The Superintendent/Treasurer shall review applicable laws with regards to grant opportunities and prepare applications for programs deemed appropriate and beneficial to the students and the School. The Superintendent/Treasurer shall approve each such proposal prior to its submission, and the Board shall approve receipt of all grants resulting from such proposals.

MATERIALITY & CAPITAL ASSETS

It is the School Board's intent to maintain a fixed asset capitalization plan utilizing the following guidelines. In addition to establishing this capitalization policy, the Corporation, according to Indiana State Board of Accounts guidance, maintains a Capital Assets Ledger; identifies capital assets by activity; identifies capital assets by major class; confirms beginning balance; reports additions to capital assets; reports reductions in capital assets; compares ending balance to Capital Assets Ledger; documents basis for valuation and estimated useful life; and has established internal controls (see Policy F100 on Internal Controls).

Definitions and Provisions

For the purpose of this policy, the following definitions apply unless the context clearly indicates or requires a different meaning.

"Tangible Assets" - Assets which can be observed by one or more of the physical senses.

"Fixed Asset" - Tangible assets of a durable nature employed in the operating activities of the Corporation and are relatively permanent and are needed for the production or sale of goods or services are termed property, plan and equipment or fixed assets. These assets are not held for sale in the ordinary course of operations. This group is usually separated into classes according to the physical characteristics of the items (e.g. land, buildings, improvements other than buildings, machinery and equipment, furniture and fixtures).
"Capital Outlays" - Expenditures which benefit both the current and future fiscal periods. Includes costs of acquiring land or structures; construction or improvement of buildings, structures or other fixed assets; and equipment purchases having an appreciable and calculable period of usefulness. These are expenditures resulting in the acquisition of or addition to the government's general fixed assets.

I. **Land**

Corporation will capitalize land purchases, regardless of cost. Original cost of land will include the full value transferred to the grantor, including relocation, closing costs incidental to the purchase (including title insurance commitment and insurance) appraisal and negotiation fees, surveying and costs for preparing the land for its intended purpose (including contractors and/or school workers salary and benefits, such as demolishing buildings, excavating, clean up, and/or inspection).

Corporation will record donated land at fair market value on the date of conveyance plus any associated costs. Purchases made using federal or state funding will follow the source funding policies and above procedures. II. **Machinery and Equipment**

Machinery and equipment includes an apparatus, tool, or conglomeration of pieces to form a tool. The tool will stand alone and not become a part of a basic structure or building.
Corporation will capitalize and tag items with an individual value equal to or greater than $10,000. Machinery combined with other machinery to form one unit with a total value greater than the above mentioned limit will be one unit.

Shipping charges, consultant fees, and any other cost directly associated with the purchase, delivery, or set up, (including contractors and/or school workers salary and benefits), which makes such equipment operable for its intended purpose will be capitalized.

Improvements or renovations to existing machinery and equipment will be capitalized only if the result of the change meets all of the following conditions:

1. total costs exceeds $10,000,
2. the useful life is extended two or more years, and
3. the total costs will be greater than the current book value and less than the fair market value.

III. Buildings

Corporation will capitalize buildings at full cost with no subcategories for tracking the cost of attachments. Attachment can include roofs, heating, cooling, plumbing, lighting, or sprinkler systems, or any part of the basic building. Corporation will include the cost of items designed or purchased exclusively for the building.

Corporation's new building will be capitalized only if it meets the following conditions: 1) the total cost exceeds $10,000, and 2) the useful life is greater than two years.

Corporation while improving or renovating an existing building will capitalize the cost only if the result meets all of the following conditions:

1. the total cost exceeds $10,000,
2. the useful life is extended two or more years, and
3. the total cost will be greater than the current book value and less than the fair market value.

Capital building costs will include preparation of land for the building, architectural and engineering fees, bond issuance fees, interest cost (while under construction), accounting costs if material, and any costs directly attributable to the construction of a building.

Corporation will record donated buildings at fair market value on the date of transfer with any associated costs. Purchases made using federal or state funding will follow the source funding policies and above procedures.

IV. Improvements Other than Buildings

These improvements to land are for better enjoyment, attached or not easily removed, and will have a life expectancy of more than two years. Examples include walks, parking areas and drives, fencing, retaining walls, pools, outside fountains, and other similar items.

Corporation will capitalize new improvements other than buildings if it meets the following conditions: the total cost exceed $10,000, and the useful life is greater than two years.

Corporation will capitalize improvements or renovations to existing improvements other than buildings if it meets the following conditions:

1. the total cost exceeds $10,000,
2. the assets' useful life is extended two or more years, and
3. the total cost will be greater than the current book value and less than the fair market value.

Corporation's donated improvements other than buildings will be recorded at fair market value on the date of transfer with any associated costs. Purchases made using federal or state funding will follow the source funding policies and above procedures.

"Historical Cost" - The cash equivalent price exchanged for goods or services at the date of acquisition. Land, buildings, equipment, and most inventories are common examples of items recognized under the historical cost attribute.

Recording and Accounting

Corporation will classify capital expenditures as capital outlays within the fund from which the expenditure was made in accordance with the chart of accounts of the latest version of Accounting and Financial Regulatory Reporting Manual for political subdivisions. The cost of property, plant and equipment includes all expenditures necessary to put the asset into position and ready for use. For purposes of recording fixed assets of the Corporation, the valuation of assets shall be based on historical cost or where the historical cost is indeterminable, by estimation for those assets in existence.

In addition, an asset register using SBOA prescribed forms shall be maintained to provide a detail record of the capital assets of the Corporation.

When it is not possible to determine the historical cost of capital assets owned by Corporation, the following procedure should be followed. Corporation will develop and inventory of all capital assets which are significant for which records of the historical costs are not available. Corporation will obtain an estimate of the replacement costs of these assets. Through inquiry Corporation determines the year or approximate year of acquisition. Then Corporation multiplies the estimated replacement cost by the factor for the year of acquisitions from the Table of Cost Indexes published by the Indiana State Board of Accounts. The resulting amount will be the estimated cost of the asset.

In some cases, estimated replacement cost can be obtained from insurance policies; however, if estimated replacement costs are not available from insurance policies, Corporation should obtain or make an estimate of the replacement costs. **Safeguarding of Assets**

Accounting controls shall be designed and implemented to provide reasonable assurances that:

1. Capital expenditures made by the Corporation be in accordance with board's authorization as documented in the board meeting minutes.
2. Adequate detail records be maintained to assure accountability for Corporation assets.
3. Access to assets be permitted in accordance with the board's authorization.

4. The recorded accountability for assets be compared with the existing assets at least every two years and appropriate action be taken with respect to any differences.

PUBLIC WORKS PROJECTS

'Public work' means the construction, reconstruction, alteration, or renovation of a public building, airport facility, or other structure that is paid for out of a public fund or out of a special assessment. The term includes the construction, alteration, or repair of a highway, street, alley, bridge, sewer, drain, or other improvement that is paid for out of a public fund or out of a special assessment. The term also includes any public work leased by a political subdivision under a lease containing an option to purchase."

Advance Payments

The Corporation may make advance payments to contractors to enable the contractors to purchase materials needed for a public works project of the Corporation. The solicitation of the public works contract providing for such advance payment must include the following information:

A. That the Corporation may make advance payments to contractors with approval of the Board of School Trustees to enable such contractors to purchase materials;
B. Any limitations on the amount of advance payments that will be made;
C. Requirements for documentation relating to making advance payments to contractors for materials; and
D. Any other information about advance payment for materials the political subdivision considers useful to contractors that make offers.

Such advance payments may not exceed the lesser of fifty percent (50%) of the entire cost of the contract or two million dollars ($2,000,000.00).

Required Construction Procedures

If the cost of a construction project exceeds $300,000, the Corporation will follow the statutory provisions for design-build, construction manager as constructor, competitive bid, or guaranteed energy savings contract.

Small Projects

If the cost of a public works project is estimated to cost less than $50,000, the Corporation shall invite quotes from at least 3 persons known to deal in the class of work proposed by either:

(1) (No less than 7 days before the time fixed for receiving quotes) Mailing them a notice stating that plans and specifications are on file in a separate office

(2) Soliciting at least 3 quotes via telephone, fax, or email.

All quotes, including name of person(s) submitting the quote and the amount of the quote shall be reported during the public meeting at which quotes will be officially received.

The contract shall be awarded to the lowest responsible and responsive bidder, except that the School Board may reject all quotes submitted and negotiate in the open market after establishing, in writing, the reason for the rejection of quotes.

The Corporation can purchase or lease supplies in accordance with IC 5-22 and perform the public work with its own workforce, provided the Corporation has a group of employees capable of performing the construction, maintenance and repair of all applicable work.

Projects Between $50,000 and $300,000

If the cost of a public works project is estimated to cost between $50,000 and $300,000, the Corporation shall invite quotes from at least 3 persons known to deal in the class of work proposed by, no less than 7 days before the time fixed for receiving quote, mailing them a notice stating that plans and specifications are on file in a separate office.

All quotes received shall be opened and read aloud at the time and place designated for the public meeting for this purpose. The contract shall be awarded to the lowest responsible and responsive bidder, except that the School Board may reject all quotes submitted.

Alternate Procedures for Routine Public Works under $300,000

If a public works project at a school corporation is estimated to cost under $300,000 and is for the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property, the Corporation may award the contract in accordance with the public purchasing guidelines established by IC 5-22 and detailed in this Policy.

If the cost of a public works project is estimated to exceed $300,000, the Corporation will follow the statutory provisions for design-build, construction manager as constructor, competitive bid, or guaranteed energy savings contract, which includes preparation of general plans and specifications describing the kind of public work required and filed in a place reasonably accessible to the public. Notice of sealed bids will be published in accordance with IC 5-3-1. If the project is estimated to cost under $25 million, the period between the date of 1st publication and opening of bids may not be more than 6 weeks. If the project is estimated to cost at least $25 million, the period between the date of 1st publication and opening of bids may not be more than 10 weeks.

All bids received shall be opened and read aloud at the time and place designated for the public meeting for this purpose, unless the School Board makes a written determination that it is in the best interest of the Corporation to delay and the day, time, and place of the rescheduled opening are announced at the originally scheduled opening time. The contract shall be awarded to the lowest responsible and responsive bidder, except that the School Board may reject all bids submitted. Any award not to the lowest bidder must be justified in minutes or memoranda available to the public.

ADVANCE PAYMENTS FOR GOODS AND SERVICES

The Corporation authorizes the making of advanced payments for goods before delivered or services before completed. If such advance payments are made, the [local fiscal officer or designee] must do all of the following relating to such advance payments:

A. Track prepayments by defining the prepayment on a purchase order;
B. Create a prepayment invoice that is associated with the purchase order;
C. Require insurance or a surety bond in the amount of prepayment if the amount of prepayment is more than one hundred fifty thousand dollars ($150,000.00).

Such advance payments may not exceed the lesser of fifty percent (50%) of the entire cost of the contract or two million dollars ($2,000,000.00).

SBOA Uniform Compliance Guidelines Manual for Schools, Chapter **1**
2 CFR 200.318s
I.C. 5-11-1-27
I.C. 5-22-7
I.C. 5-22-8
IC 5-22-10
IC 5-30-1 et seq.
IC 5-32-1 et seq.
I.C. 36-1-7
IC 36-1-12
IC 36-1-12.5
I.C. 5-11-10-1.6

Franklin Community School Corporation

Adopted: 7-8-24 Revised: May 12, 2025

Book	POLICIES
Section	Section F - Fiscal Management
Title	F176 - Unpaid Meals
Code	
Status	Active

F176

Unpaid Meals

Lunch Charging Procedures

Meal accounts for students should be consistently funded throughout the school year to avoid students needing to charge for a meal. However, the Board recognizes that an occasional emergency may make it necessary to charge for a meal. Families needing assistance to apply for free or reduced lunch should contact the School Corporation's Director of Food Service.

The Board's policy and Superintendent's procedure related to meal charges shall be distributed in writing to all households at the start of each school year and to households transferring to the school or Corporation during the school year. Additionally, the Board's policy and Superintendent's procedure related to meal charges shall be distributed to all Corporation staff responsible for policy enforcement, including Corporation food service employees, accounting staff, and all other staff involved in enforcing any aspect of the meal charge policy. This information can also be found about this procedure can also be found on schools website.

The Corporation's meal charging procedure is as follows:

- Significant negative lunch account balances shall not be permitted. A significant negative lunch account balance is any balance owed in excess of $25 ~~10.00~~;
- If a student has a significant negative lunch account balance, the student shall not be permitted to charge any à la carte food or beverage items;
- ~~Each time a student charges for a meal, parents/guardians will be notified via the Corporation's point of sale software~~; All households have free access to monitor their students' lunch accounts through the food service department's online payment system, Family Portal.
- ~~After accruing $10.00 in meal charges, school cafeteria managers will make two attempts to contact parents/guardians to remind them that their student's meal account balance is in the negative and that it needs to be paid immediately~~;

The Food Service Department's point of sale software sends low balance and negative balance reminders via email every four (4) days.

- ~~The Food Service Department will attempt to call parents/guardians to reiterate the school cafeteria manager's message if parents/guardians have been unresponsive to the manager's two calls; and~~ The Food Service Department will attempt to contact households multiple times prior to the conclusion of each semester when negative balances persist. These means of contact include phone calls, letters sent home with students, and additional emails sent.

- ~~After accruing $25.00 in meal charges, students' meal privileges may be stopped unless otherwise approved by the superintendent, and or designee.~~

- Unpaid meal balances may be turned over to collections ~~after thirty (30) days~~ at the end of each semester.

Families may deposit money into students' meal accounts using a credit or debit card. Students may also pay with check or cash at the register as they go through the meal line.

The superintendent may develop administrative guidelines to implement this policy.

Inactive Lunch Accounts

A lunch account becomes inactive after student withdrawal from school. An inactive lunch account that has a positive balance of $5.00 or less may be receipted back into the school lunch donation fund where the School Lunch Program funds are maintained. An inactive lunch account that has a nominal negative account balance of $5.00 or less may be offset against the positive balances in the Fund; provided, however, that if the parent requests and can document entitlement to the positive balance in the account within six months from the date the student becomes inactive, the parent is entitled to a refund of that amount.

Franklin Community School Corporation

Adopted: 9-9-24

Revised:

Book	POLICIES
Section	Section G - Operations and Facilities
Title	G350 - Audio, Video, and Digital Recording of Meetings
Code	
Status	Active

G350

AUDIO, VIDEO, AND DIGITAL RECORDING OF MEETINGS

I. Definitions

The following definitions apply to this Policy:

"Recording" is the capture of any individual's voice and/or image through audio and/or video tape, digital, or other electronic means for any period of time. This includes photography, "live streaming," phone calls, or using a personal communication device to take or transmit recording.

"Meetings with parent or guardian" includes any meeting between a School Corporation ("Corporation") employee and a student's parent or guardian. These meetings include, but are not limited to, parent-teacher conferences, case conference committees (IEP Team meetings), and discipline-related conferences.

"Corporation property" includes any building owned or leased by the Corporation; on the Corporation property or grounds (including parking lots, athletic facilities, etc.); vehicles owned, leased, or operated by the Corporation; and during Corporation events, anywhere a Corporation event is being held, even if held outside of property owned or leased by the Corporation (for example, prom or field trip locations).

II. General Policy

This policy applies to all Corporation employees, students, parents or guardians, visitors, and third parties on Corporation property.

Everyone on Corporation property may be subject to video recording by the Corporation (surveillance) in areas where individuals do not have a reasonable expectation of privacy, including but not limited to: classrooms, office areas, break rooms, parking lots, hallways, eating areas, etc. Recording by others is generally prohibited on Corporation property, as it frequently materially interferes with

Corporation's educational mission; however, exceptions exist as described elsewhere in this policy. The Superintendent or his or her designee shall have the ultimate authority to determine if recording should be permitted to support the Corporation's educational mission.

The public is permitted to record public board of school trustees meetings in accordance with state law.

Nothing in this policy shall be interpreted as an interference with an individual's constitutional rights.

III. Meetings with Parents/Guardians

If a parent or guardian wishes to ~~audio~~ record a meeting, the Corporation requests twenty-four (24) hours' notice prior to the scheduled meeting. Parents or guardians are responsible for providing their own equipment and maintaining their own recording. If the parent or guardian elects to record the meeting, the Corporation shall also record the meeting.

If the Corporation ~~audio~~ records a meeting with parents or guardians, the recording may be maintained as part of the student's education record in accordance with state and federal law. Further, such records may be destroyed in accordance with state and federal law.

IV. Classrooms and Other School Property

Recordings made in, or of, classrooms or other Corporation property are prohibited without prior written approval from the Superintendent or his or her designee.

Any recording made in, or of, classrooms or Corporation property may be subject to state and federal statutes, including but not limited to copyright and privacy laws and the Family Educational Rights and Privacy Act (FERPA).

Students, parents or guardians, visitors, and third parties may take photographs, record audio or video, or "live stream" only if authorized in advance to do so by the Superintendent or his or her designee.

The Corporation students are prohibited from recording, receiving, capturing, or in any way transmitting exam or assessment information or any other information that may constitute fraud, theft, cheating, or academic dishonesty.

Corporation employees may take photographs, record audio or video, or "live stream" the classroom only if doing so assists in 1) furthering the Corporation's educational mission, vision, and goals; or 2) supporting classroom activities, educational research, or professional enrichment.

V. Violation

The Corporation students and employees who violate this policy may be subject to discipline, up to and including suspension and termination, respectively. Visitors who violate this policy may be removed from Corporation property and may be subject to a trespassing violation if they return to Corporation property.

I.C. 20-26-5-45

Franklin Community School Corporation

Adopted: 3-11-2024
Revised: 5-12-25

G360

DATA BREACH AND PROTECTION

School corporations store a number of educational records in electronic data systems and have a legal and ethical responsibility to protect the privacy and security of that data, including personally identifiable information (PII), under the Family Education Rights and Privacy Act FERPA). It is the expectation of the Board of School Trustees that Franklin Community School Corporation employees and students understand their role in preventing data breaches and that employees understand their responsibility should a data breach occur.

The School Corporation shall notify the Indiana Office of Technology within 48 hours of any data breach. In addition, Indiana residents must be notified if a security breach has resulted in exposure of their personal information, defined as a social security number or name in combination with a driver's license number, account number, state identification card number, credit card number, financial account number or debit card number in combination with any required security code. Should such a security breach occur, the School Corporation will notify affected persons by mail, telephone or email. The School Corporation will also notify the Indiana Attorney General's Office and, if more than 1,000 individuals are impacted by the breach, the School Corporation shall disclose to each national consumer reporting agency information necessary to assist the agency in preventing fraud, including personal information of an Indiana resident affected by the breach of the security of a system.

Should a School Corporation employee or student become aware of a data breach, they are asked to notify the [Director of Technology] as soon as possible. The [Director of Technology] will coordinate with the superintendent, [Chief Financial Officer] and building level administrator (if applicable) to ensure that the breach is quickly addressed and that any required notification is sent. The [Chief Financial Officer] will ensure that an appropriate separation of duties is in place to secure financial data. The [Director of Technology] will ensure that only specified users have access to PII and that accounts are managed appropriately and deactivated when necessary.

The School Corporation will provide regular training on privacy and information security to all employees to ensure they are aware of protocols for recognizing and reporting data breaches and attempted data breaches.

Franklin Community School Corporation

As added by P.L.134-2021, SEC.5. Amended by P.L.137-2021, SEC.18.

IC 4-13-.1-3-9, IC 24-4.9

Adopted: [date]
Revised: [date]

Book	POLICIES
Section	Section H - Community Relations
Title	H100 - School Visitors and Parent-Family Engagement
Code	
Status	Active

H100

SCHOOL VISITORS AND PARENT-FAMILY ENGAGEMENT

TITLE I POLICY

The School Corporation will involve parents and families in jointly developing, and agreeing on, the Corporation's policy and local plan in accordance with the guidelines below. Each Title I school will create a building-specific parental and family engagement plan in accordance with the guidelines and each of the students participating in Title I program will receive a copy of the parental and family engagement policy and plan guidelines.

I. **Policy Guidelines**

a. Involve parents in jointly developing the Corporation's policy and local plan and in the process of school review and improvement;
b. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
c. Build the schools' and parents' capacity for strong parental involvement by providing parents with the following, if appropriate:
    i. A description and explanation of curriculum to be used;
    ii. Forms of academic assessment used to measure student progress;
    iii. Proficiency levels that students are expected to meet;
    iv. Materials and training on how parents can improve their child's achievement;
    v. Educating school staff on how to build ties between home and school;
    vi. Ensuring, to the extent possible, that information sent home is in a language and form parents can understand;
    vii. Sending regular parent newsletters regarding curricula, assessments, and classroom and school activities;

viii. Other reasonable support for parental involvement activities as parents may request;

d. To the extent feasible and appropriate, coordinate and integrate parent and family engagement strategies with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children;

e. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parental and family engagement policy in improving the academic quality of the schools served with Title I, Part A funds, including the following:
   i. Identifying barriers to greater participation by parents in parental involvement activities, with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background;
   ii. The needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers, and
   iii. Strategies to support successful school and family interactions.

f. Use the findings of the evaluation to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the parent and family engagement policy; and
g. Involve parents in the activities of the participating schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the Corporation to adequately represent the needs of the population served by the Corporation for the purposes of developing, revising, and reviewing the parent and family engagement policy.

II. **Expectations of Parent and Family Engagement**

a. Parents and families of participating students be provided with frequent and convenient opportunities for full and ongoing participation in the Title I program.
b. The Title I program must be designed to assist students to acquire the competencies and achieve the goals established by law, as well as the goals and standards established by the Corporation. These goals and standards must be shared with parents in a manner that will enable them to (1) participate in decisions concerning their child's education and (2) monitor and improve the educational achievement of their child.

This policy will be incorporated into the local plans, which is submitted to the State Board.

In accordance with IC 31-42, the Corporation may not substantially burden a parent's fundamental right to direct the upbringing, religious instruction, education, or health care of the parent's child, unless the burden, as applied to the parent and the child, is required to advance a compelling governmental interest and is the least restrictive means of advancing the governmental interest.

In accordance with IC 31-42, the Corporation may not advise, direct, or coerce a child to withhold information from the child's parent or deny a child's parent access to information that is in the control of the Corporation, is requested by the child's parent, and relates to the child's health care or social, emotional, and behavioral well-being, unless the parents access to the requested information is prohibited by state or federal law or a court order, or a law enforcement officer requests that the information not be released because the parent is subject to a criminal investigation related to the child.

SCHOOL VISITORS POLICY

The Corporation welcomes and encourages visits to school by parents, guardians, and others, but in order for the educational program to continue undisturbed when visitors are present and to prevent the intrusion of disruptive persons into the schools, it is necessary to invoke visitor controls. Disruptions to the educational environment will not be tolerated.

Visitors must register at the school office and seek permission to see a student or employee, participate in an activity, or observe. All visits are subject to the approval of the Superintendent, building principal, or designee. The prohibitions and expectations governing classroom observations are equally applicable to online instruction. Specifically, visitors are reminded:

- Visitors are to be silent observers and not create any kind of disturbance or distraction.
- Statements and actions of other students (or statements by an instructor to other children) are to be maintained in confidence.
- Instruction and services may not be recorded in any manner (audio, video, cell phone, use of Alexa, etc.) unless first receiving approval from the Principal and instructor.

Persons seeking to provide professional services, including observations, are not permitted without the express consent of the Superintendent, building principal, or designee.

The Superintendent, building principal, or designee has the authority to prohibit the entry of any person onto school property, or to expel any person, when there is reason to believe the presence of the individual would be detrimental to the good order of the school. If the individual refuses to leave the school grounds or creates a disturbance, the School administrator or designee is authorized to request assistance from law enforcement to remove the individual.

The Superintendent is authorized to develop administrative guidelines to promulgate this policy.

20 U.S.C. § 6318(a)(2)

Franklin Community School Corporation

Adopted: 5-13-24

Revised:

FRANKLIN COMMUNITY SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES - NOTICE OF EXECUTIVE SESSION

The Board of School Trustees of Franklin Community School Corporation will meet in executive session at _____ on _____, in the _____ for the following purpose(s) in accordance with I.C.§ 5-14-1.5-6.1(b):

_____ (1) Where authorized by federal or state statute.

(2) For discussion of strategy with respect to any of the following:

_____ (A) Collective Bargaining

_____ (B) Initiation of litigation or litigation that is either pending or has been threatened specifically in writing. As used in this clause, "litigation" includes any judicial action or administrative law proceeding under federal or state law.

_____ (C) The implementation of security systems.

_____ (D) The purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties.

_____ (E) School consolidation

However, all such strategy discussions must be necessary for competitive or bargaining reasons and may not include competitive or bargaining adversaries.

_____ (3) For discussion of the assessment, design, and implementation of school safety and security measures, plans, and systems.

_____ (4) Interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects by the Indiana economic development corporation, the office of tourism development, the Indiana finance authority, the Ports of Indiana, an economic development commission, the Indiana state department of agriculture, a local economic development organization (as defined in IC 5-28-11-2(3)), or a governing body of a political subdivision.

_____ (5) To receive information about and interview prospective employees.

(6) With respect to any individual over whom the governing body has jurisdiction:

_____ (A) to receive information concerning the individual's alleged misconduct; and

(B) to discuss, before a determination, the individual's status as an employee, a student, or independent contractor who is:

_____ (i) a physician; or

_____ (ii) a school bus driver.

_____ (7) For discussion of records classified as confidential by state or federal statute.

_____ (8) To discuss before a placement decision an individual student's abilities, past performance, behavior, and needs.

_____ (9) To discuss a job performance evaluation, employee specific compensation, or employment matters of individual employees. This subdivision does not apply to a general discussion of the salary, compensation, or benefits of employees during a budget process.

(10) When considering the appointment of a public official, to do the following:

_____ (A) Develop a list of prospective appointees.

_____ (B) Consider applications.

_____ (C) Make one (1) initial exclusion of prospective appointees from further consideration. Notwithstanding IC 5-14-3-4(b)(12), a governing body may release and shall make available for inspection and copying in accordance with IC 5-14-3-3 identifying information concerning prospective appointees not initially excluded from further consideration. An initial exclusion of prospective appointees from further consideration may not reduce the number of prospective appointees to fewer than three (3) unless there are fewer than three (3) prospective appointees. Interviews of prospective appointees must be conducted at a meeting that is open to the public.

_____ (11) To train school board members with an outside consultant about the performance of the role of the members as public officials.

_____ (12) To prepare or score examinations used in issuing licenses, certificates, permits, or registrations under IC 25.

_____ (13) To discuss information and intelligence intended to prevent, mitigate, or respond to the threat of terrorism.

_____ (14) To train members of a board of aviation commissioners.

_____ (15) For discussion by the governing body of a state educational institution of assessment or negotiation of the establishment of a collaborative relationship or venture.

_____ (16) To discuss either of the following:

(A) Employee health care options with respect to special exceptions for coverage.

(B) Employee handbook changes.

_____ (17) To review negotiations on the performance of publicly bid contracts when public knowledge regarding the review would cause a likelihood of increased costs.

_____ (18) To discuss soliciting proposals for the purpose of awarding contracts for goods or services, when:

(A) Proprietary data, trade secrets, or other information is contained in the bidder's proposal relating to the bidder's unique methods of: (i) conducting business; or (ii) determining prices or premium rates to be charged for services under the terms of the proposal; and

(B) Public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of the information described in clause (A).