

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

July 9, 2013

CALENDAR

July	9	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
July	9	immediately following	Executive Session, J.C. Rice Educational Services Center
July	9	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
July	16	7:00 a.m.	Public Work Session, J. C. Rice Educational Services Center
July	23	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVITATION TO SPEAK PROTOCOL

D. MINUTES

June 25, 2013 – Public Work Session

June 25, 2013 – Regular Board Meeting

E. TREASURER'S REPORT

Consideration of Claims

Appointment of Treasurer and Deputy Treasurer – Douglas Hasler has served as Treasurer since January 2002 and Diana Stamper has served as Deputy Treasurer since 1991.

Treasurer's Bonds – Board approval is recommended for the purchase of treasurer's bonds for the period of July 1, 2013 – July 1, 2014.

F. NEW BUSINESS

Board Policy GDBA-6 – The administration presents proposed revisions to Board Policy GDBA-6, Paraprofessional Compensation Plan, for initial Board consideration.

Administrative Regulation CC – The administration presents proposed revisions to Administrative Regulation CC, Administrative and Supervisory Organization, for initial Board consideration.

Out of District Transfer Resolution – The administration recommends Board approval of a resolution regarding out of district transfers.

Administrative Conflict of Interest – Elkhart Community School's administrators disclose potential conflict of interest statements.

G. PERSONNEL

Certified and Classified Staff - See the report and recommendations of the administration.

H. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

I. ADJOURNMENT

MINUTES OF THE
PUBLIC WORK SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

June 25, 2013

J. C. Rice Educational Services Center, 2720 California Rd, Elkhart - 5:30 p.m.

Time/Place

Board Members
Present:

Jeri E. Stahr
Dorisanne H. Nielsen
Carolyn R. Morris

Karen S. Carter
Susan C. Daiber
Glenn L. Duncan
Douglas K. Weaver

Roll Call

ECS Personnel Present:

Doug Hasler
Rob Haworth
John Hill

Doug Thorne
Beth Williams

Board members were presented a review of the Title 1 grant by Dr. John Hill, director of Curriculum and Instruction and Beth Williams, supervisor of Federal Programs. Dr. Hill also reported the GrapeSEED program will be launched at Hawthorne Elementary this fall to give extra assistance to English as Second Language (ESL) students.

Topics
Discussed

The meeting adjourned at approximately 6:15 p.m.

Adjournment

APPROVED:

Signatures

Jeri E. Stahr, President

Karen S. Carter, Member

Dorisanne H. Nielsen, Vice President

Susan C. Daiber Member

Carolyn R. Morris, Secretary

Glenn L. Duncan, Member

Douglas K. Weaver, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana
June 25, 2013

J. C. Rice Educational Services Center, Elkhart - 7:00 p.m.

Board Members Present:	Jeri E. Stahr Dorisanne H. Nielsen Carolyn R. Morris	Karen S. Carter Susan C. Daiber Glenn L. Duncan Douglas K. Weaver
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Place/Time

Roll Call

President Jeri Stahr called the regular meeting of the Board of School Trustees to order. The pledge of allegiance was recited.

Call to Order/Pledge

Ms. Stahr discussed the invitation to speak protocol.

Protocol

By unanimous action, the Board adopted a resolution recognizing and commending the Elkhart Central Blazer Baseball Team for achieving the standards of merit necessary to win the 2013 Indiana High School Athletic Association Class 4A Baseball State Championship. Superintendent Haworth presented a signed copy of the resolution to Coach Steve Stutsman. On behalf of the team, Athletic Director Brian Buckley, thanked the Board for their support and Dr. Haworth for following and supporting the team throughout the season and presented him with a State Championship medal. Mr. Buckley also reported the baseball team is not only successful on the field, but in the classroom, the team carries a 3.3 GPA. (Codified File 1213-124)

Special Presentation

By unanimous action, the Board accepted with appreciation an anonymous donation of \$3,000.00 made to the Elkhart Central baseball team to purchase state championship rings for each player and coach.

Gift Acceptance

The Board congratulated, expressed gratitude, and presented plaques of distinction to administrative retirees: Dr. John Hutchings, director of Student Services; Jim Rice, assistant director at the Career Center; and Phil Stillson, assistant principal at Central. Dr. Haworth thanked them for making a career out of caring for our most precious gifts. Dr. Hutchings stated during his 35 years, he has worked for four superintendents and thanked the board for being a school system for all students. Mr. Stillson reported his 37 year career has been a great ride and he has enjoyed working with all of the teachers, coaches and administrators. Mr. Rice indicated as the baby of the retirees with 20 years he has enjoyed the span of his career at the elementary, middle school and high school level.

Special Recognition

By unanimous action, the Board approved minutes of its June 11, 2013 public work session, its June 11, 2013 regular Board meeting, and its June 16, 2013 public work session.

Approval of Minutes

By unanimous action, the Board approved payment of claims totaling \$7,666,895.67 as shown on the June 25, 2013, claims listing. (Codified File 1213-125)

Payment of Claims

By unanimous action, the Board granted permission for the administration to advertise for the annual auction to be held at 9:00 a.m. on Saturday, July 27th, at the service building located at 1135 Kent Street.

School Auction

The Board received the financial report for January 1 – May 31, 2013. In response to Board inquiry, Doug Hasler, executive director of support services, indicated the accounts with negative balances are due to the fact the expenditures must be made before requesting state and federal reimbursements. Reimbursement requests were made on May 1, 2013; it took 44 days to receive the monies. Of the \$2.4 million in negative balances as of May 31st, \$1.7 million has been received to date.

Financial Report

Doug Hasler, executive director of Support Services, reported the following fund loans were repaid effective June 25, 2013: \$550,000.00 from Capital Projects Fund to General Fund; \$150,000.00 from Capital Projects Fund to Transportation Bus Replacement Fund; \$45,000.00 from Retirement/Severance Bond Fund to Debt Service Fund; \$150,000 from Transportation Operating Fund to Debt Service Fund; and \$850,000.00 from Transportation Operating Fund to Transportation Bus Replacement Fund.

Fund Loan
Repayment

By unanimous action, the Board approved food service bids with a grand total of all bids of \$3,243,169.89 to the lowest, most responsive and responsible bidders: food/cleaning supplies to Gordon Food Service, Stanz Food Services, and Commercial Foods; fresh produce to Gordon Food Service and Piazza Produce; beverage ala-carte to Commercial Foods, Gordon Food Service, and Stanz Food Services, ice cream bids to Hershey; commodity bids to Gordon Food Service, Stanz Food Service, and Commercial Foods; supply bids to Gordon Food Service, Par-Pak, Wallace Packaging, Stanz Food Services, Daxwell and Central Poly; bakery supply bids to Alpha, Kreamo Bakers, Aunt Millie's Bakeries and Gordon Food Service and dairy supply bids to Prairie Farms. Bids submitted by Fox River Foods for food/cleaning, supplies, produce, beverage ala-carte, commodities and supply bid were not accepted; as such bids were not responsive to the bid specifications established by ECS for the bidding of these products. In response to Board inquiry, Pam Melcher, director of food services, reported it is still a challenge to get bids for fresh produce. The Board thanked her for all the work involved in securing the bids.

Food Service
Bids

(Codified File 1213-126)

By unanimous action, the Board adopted a resolution to transfer funds from the Bus Replacement Fund into the Rainy Day Fund up to \$2 million. Mr. Hasler reported the first installment of property taxes should be received this week, so the actual amount to be transferred should be \$1.5 million. With the 2-year moratorium on new bus purchases, there should be opportunity next year to transfer funds into the fund. The current balance of the Rainy Day fund is \$8,072,244.19 before this year's transfer. Mr. Hasler indicated while the General Fund does not have an immediate need for funds, the Transportation Operating Fund will have the most direct need in the coming year.

Rainy Day Fund
Resolution

(Codified File 1213-127)

By unanimous action, the Board approved the appointment of Dr. John Hutchings to serve on the Board of Directors of the Elkhart Community School (ECS) Building Corporation. The ECS Building Corporation facilitates lease-rental bond financing of school building projects and is a separate and distinct entity from Elkhart Community Schools.

Elkhart
Community
School Building
Corporation

By unanimous action, the Board awarded the bid for the Mary Feeser Chiller Installation project to A Hattersley of Ft. Wayne, IN as the lowest and best, most responsive and most responsible bidder in the amount of \$72,850. (Codified File 1213-128)

Bid Award

By unanimous action, the Board approved proposed revisions and waived second reading to Board Policy GCBA, Administrative Salary Schedule. Doug Thorne, executive director of personnel and legal services, indicated the changes are needed due to the elimination of some positions and reallocation of those responsibilities. The Assistant Superintendent for Instruction will not have the car benefit as this has been eliminated for this position.

Board Policy
GCBA

By unanimous action, the Board approved submission of the federal Title 1 grant application to the Indiana Department of Education for the 2013-2014 school year. Beth Williams, Supervisor of Federal Programs reported funds are determined by the census and poverty figures and the cost of education in each state. This year's grant totals \$4,636,504.60 and may only be used as mandated. Off-the-top expenses to be set aside: district – wide administration and professional development for all Title 1 schools, parent involvement, and improvement for those students most at risk. Title 1 funding for 2013-2014 will provide programming at eleven Elkhart Schools: Beardsley, Beck, Bristol, Daly, Hawthorne, Monger, Osolo, Pierre Moran Middle School, Riverview, Roosevelt, and Woodland Elementary Schools, and one non-public school: St. Vincent DePaul. (Codified File 1213-129)

Grant
Application

By unanimous action, the Board approved the submission of a grant application to Safe Schools/Healthy Students 2013 Grant for Indiana. (Codified File 1213-130)

Grant
Application

By unanimous action, the Board approved an overnight trip request for members of the Central High School boy's basketball team to travel to Turkey Run State Park in Terre Haute, IN on June 28-29, 2013, to participate in team activities and a shoot out.

Overnight Trip
Request

By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration on the June 25, 2013 listing and the June 25, 2013 addendum. (Codified File 1213-131)

Conference
Leaves

By unanimous action, the Board approved the following personnel recommendations of the administration:

Employment of the following twelve (12) certified staff for the 2013-2014 school year:

Raymond Collins - public safety at the Career Center
Brandy Crise - language arts at North Side
Emily Fell - FAC at West Side
Jill Hammontree - fourth grade at Roosevelt
Carla Henderson - child care at Career Center
Michael Henderson - language arts at Memorial
Karrie Kolbow - fifth grade PEP at Bristol
Laura Krause - psychologist TBD
Kyle Miller - orchestra at Pierre Moran
Talandra Neff - academic dean at Woodland
Brittany Sears - sixth grade at Beck
Michele Zachary - EMT at Career Center

Resignation of the following two (2) certified staff members effective on dates indicated:

Kelsey Deckard - art at West Side, 6/13/13
Joann Elder - intervention at Daly, 6/28/13

A separation agreement and general release regarding a classified employee. (Codified File 1213-132)

Resignation of the following two (2) classified employees effective on dates indicated:

Fany Buezo-Arevalo - ESL technical assistant at Pierre Moran; 6/12/13
Jodee Shaw - communications coordinator at ESC, 6/28/13

Dr. Haworth stated when he started a year ago, he began evaluating how to achieve cost savings by eliminating positions as teachers and administrators retired. He listed the eliminated positions with cost savings including benefits: the Director of Curriculum and Instruction, \$120,000.00; a Supervisor of Curriculum and Instruction, \$95,000.00; and a Chief Academic Officer, \$88,000.00. Dr. Haworth indicated with these eliminations there is some need to add in some administrative support. By unanimous action, the Board confirmed the following administrative appointments:

David Benak - principal at Career Center
John Hill - assistant superintendent for Instruction
Jeffery Komins - principal at Roosevelt
Bruce Klonowski - community engagement manager at ESC
Frank Kurth - assistant principal at Memorial
Micah Lambert - assistant principal at Daly
Arlene Silba - principal at Hawthorne
Tessa Sutton - assistant principal at Roosevelt
Mary Teeter - assistant principal at Hawthorne
Andrew Wood - assistant principal at Central

Personnel Report

Certified Employment

Certified Resignation

Separation Agreement

Classified Resignation

Administrative Appointments

Dr. Haworth commented as he is coming to the end of his first year, he and his family felt very welcomed by the City with a heart. Although there have been a few bumps in the road, there have been many more enjoyable moments meeting all of the incredible employees at ECS. He thanked the Board for the opportunity and looks forward to many more years at ECS.

From the
Superintendent

The meeting adjourned at approximately 7:55 p.m.

Adjournment

APPROVED:

Signatures

Jeri E. Stahr - President

Dorisanne H. Nielsen - Vice President

Carolyn R. Morris - Secretary

Karen S. Carter - Member

Susan C. Daiber - Member

Glenn L. Duncan - Member

Douglas K. Weaver - Member

Proposed Revised Board Policy**PARAPROFESSIONAL COMPENSATION PLAN**

The Board of School Trustees hereby adopts the following wage schedule for paraprofessionals to be effective January 1, 2009.

Section 1.	PARAPROFESSIONAL WAGE SCHEDULE
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A. No B.A. or B.S. Degree in Education

Step	ECS Experience as Paraprofessional	Hourly Rate	
		A	B
1	0 days or more, but less than 64 days (Probationary Rate)	9.35	8.85
2	64 days or more, but less than 1 year	9.47	9.18
3	1 year or more, but less than 2 years	9.93	9.66
4	2 years or more, but less than 3 years	10.44	10.13
5	3 years or more, but less than 4 years	10.92	10.59
6	4 years or more, but less than 5 years	11.33	10.99
7	5 years or more, but less than 6 years	11.83	11.46
8	6 years or more, but less than 7 years	12.27	11.91
9	7 years or more	12.77	12.40

B. B.A. or B.S. Degree in Education

Step	ECS Experience* as Paraprofessional <i>* subject to Sections 2-A-5 and 2-B-2</i>	Hourly Rate	
		A	B
1	0 days or more, but less than 64 days (Probationary Rate)	10.04	9.78
2	64 days or more, but less than 1 year	10.44	10.13
3	1 year or more, but less than 2 years	10.92	10.59
4	2 years or more, but less than 3 years	11.33	10.99
5	3 years or more, but less than 4 years	11.83	11.46
6	4 years or more, but less than 5 years	12.27	11.91
7	5 years or more	12.77	12.40

Key: Column A = Less than four hours/day employees
 Column B = Four or more hours/day employees (In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.)

Section 2.**EXPLANATION OF SCHEDULES****A. Paraprofessional with no B.A. or B.S. Degree**

1. An employee who does not possess by January 1 of each year a Bachelor of Arts or Bachelor of Science degree in education from an accredited four-year college or university shall be classified as a "paraprofessional" and shall be paid a wage in accordance with the Wage Schedule, pursuant to Section 1-A of this Policy.
2. Any paraprofessional with thirty (30) or more but less than ninety (90) semester hours credit as described in part 4 of this section shall be placed on Step 3 of the salary schedule after successful completion of probationary employment.
3. Any paraprofessional with ninety (90) or more semester hours credit as described in part 4 of this section shall be placed on Step 4 of the salary schedule after successful completion of probationary employment.
4. All semester credit hours must be a part of a regular college or university program leading to a B.A. or B.S. degree in education, and a letter of verification shall be submitted to the Director of Personnel for approval before credit towards experience is granted.
5. Verified experience as a teacher, substitute teacher, or educational aide will be evaluated to determine placement, but in no case will an employee be placed at Step 8 or higher.
6. No change in wage status due to earned credit hours shall be made at any time other than January 1 of each year.
7. Paraprofessionals employed on or before January 1, 1976, who possess a B.A. or B.S. college degree in a field other than educational shall be eligible for placement on Section 1-B, Paraprofessional Wage Schedule.

B. Paraprofessional with a B.A. or B.S. Degree

1. Upon completion of a Bachelor of Arts or Bachelor of Science degree in education, a paraprofessional shall be classified, beginning January 1 of the year following completion of said degree, as a "paraprofessional" and shall be paid a wage in accordance with the Paraprofessional Wage Schedule, pursuant to Section 1-B of this Policy.
2. Verified experience as a teacher, substitute teacher, or educational aide will be evaluated to determine placement, but in no case will an employee be placed at Step 6 or higher.

C. Paraprofessionals assigned to special education classrooms where custodial care and lifting are required shall be paid a differential of \$1.00 per hour over their existing rate.

D. Elementary library paraprofessionals and keyboarding instructional paraprofessionals shall be paid a differential of \$1.00 per hour over their existing rate.

E. Paraprofessional Career Increment Schedule

<u>Years regularly employed by Elkhart Community Schools</u>	<u>Amount of Hourly Career Increment</u>
5 or more, but less than 10	.20
10 or more, but less than 15	.30
15 or more, but less than 17	.40
17 or more, but less than 20	.50
20 or more	.60

Section 3. PARAPROFESSIONALS' FRINGE BENEFITS
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A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. The Board contribution is explained in each employee booklet, manual, agreement or contract. For Paraprofessionals, this program includes prescription drug insurance and dental insurance for all employees who elect to participate in the Board approved health insurance program. In addition to the liability insurance coverage for all employees, a medical professional liability policy is provided for employees in health-related positions.

Effective January 1, 2008, the Board will pay \$5,000 (for single, full-time coverage), \$3,989 (single, half-time), \$10,000 (for family, full-time coverage), \$7,931 (family, half-time), or \$10,232 (family, both employed) of the premium cost of such group plan.

C. Severance Benefits

Paraprofessionals who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave.

2. Retirement, Death, or Disability – The benefits listed below are in addition to those in Section 3-C.

- a. For purposes of this benefit, “retirement” shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools or who is age fifty-five (55) and has fifteen (15) or more consecutive years of employment in Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.

The requirement for consecutive years of employment is modified only under the following conditions: If a paraprofessional leaves the employment of the Elkhart Community Schools for any reason and for any period of time and then return to employment with the Elkhart Community Schools, the years of service completed prior to this break in employment will be counted toward the years of employment requirement for severance benefits, but the employee must work two additional years beyond the total number required to normally reach the years of employment requirement. For example, if a paraprofessional works for the district for 8 years, leaves the district's employment for one year and then returns to employment, he or she must work another four (4) years in order to meet the age 60 and 10 years of experience requirement, or nine (9) years in order to meet the age 55 and 15 years of experience requirement. In addition, there can only be one break in employment under this exception to the consecutive years of service requirement. If there is more than one break in service, the paraprofessional's prior years of service will not be counted and the consecutive service requirement will apply.

- b. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.
- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.
- d. When retiring, a Paraprofessional may select one of the following benefits based upon the employee's daily rate at the time of retirement:
 - 1) One day's pay for each full year employed by the Elkhart Community Schools, or
 - 2) At least forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in the Paraprofessional employee booklet.

D. Change in Paraprofessionals Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Section 4.	ABSENCES
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When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer.

Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 5. PERSONAL ILLNESS/FAMILY ILLNESS ABSENCE

A. School-year Employees

1. Regular school-year classified employees will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave
2. Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to one hundred twenty (120) workdays. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

B. All Employees

1. The Elkhart Community Schools may request a doctor's approval to return to work following an illness.
2. An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two-thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 6 BEREAVEMENT

Each regular classified employee shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, step-parents, brother, sister, spouse, child, step-children, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s), with or without pay, may be granted by the Superintendent or designee.

Section 7.**MILITARY LEAVE**

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 8.**HEALTH LEAVE**

Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave – Procedure

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all available benefit days have been exhausted, or*
- 2) When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 9. PERSONAL LEAVE

Regular classified employees are entitled to the number of hours equal to two (2) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave – Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*
- b. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*
- c. All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.*

Section 10.**JURY AND WITNESS DUTY PAY**Jury Duty

All paraprofessionals will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 11.**PARENTAL LEAVE**

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 12.**ADOPTIVE LEAVE**

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 13. PARAPROFESSIONALS' HOLIDAYS

A. Definitions

1. As used in this policy, the term “full-time employee” means an employee who is employed on a twelve-month basis and who has a regular workday of four (4) or more hours.
2. As used in this policy, the term “school-year employee” means an employee who is employed on a school-year basis and works approximately one hundred seventy-five (175) or more days per year, and who has a regular workday of four (4) or more hours.

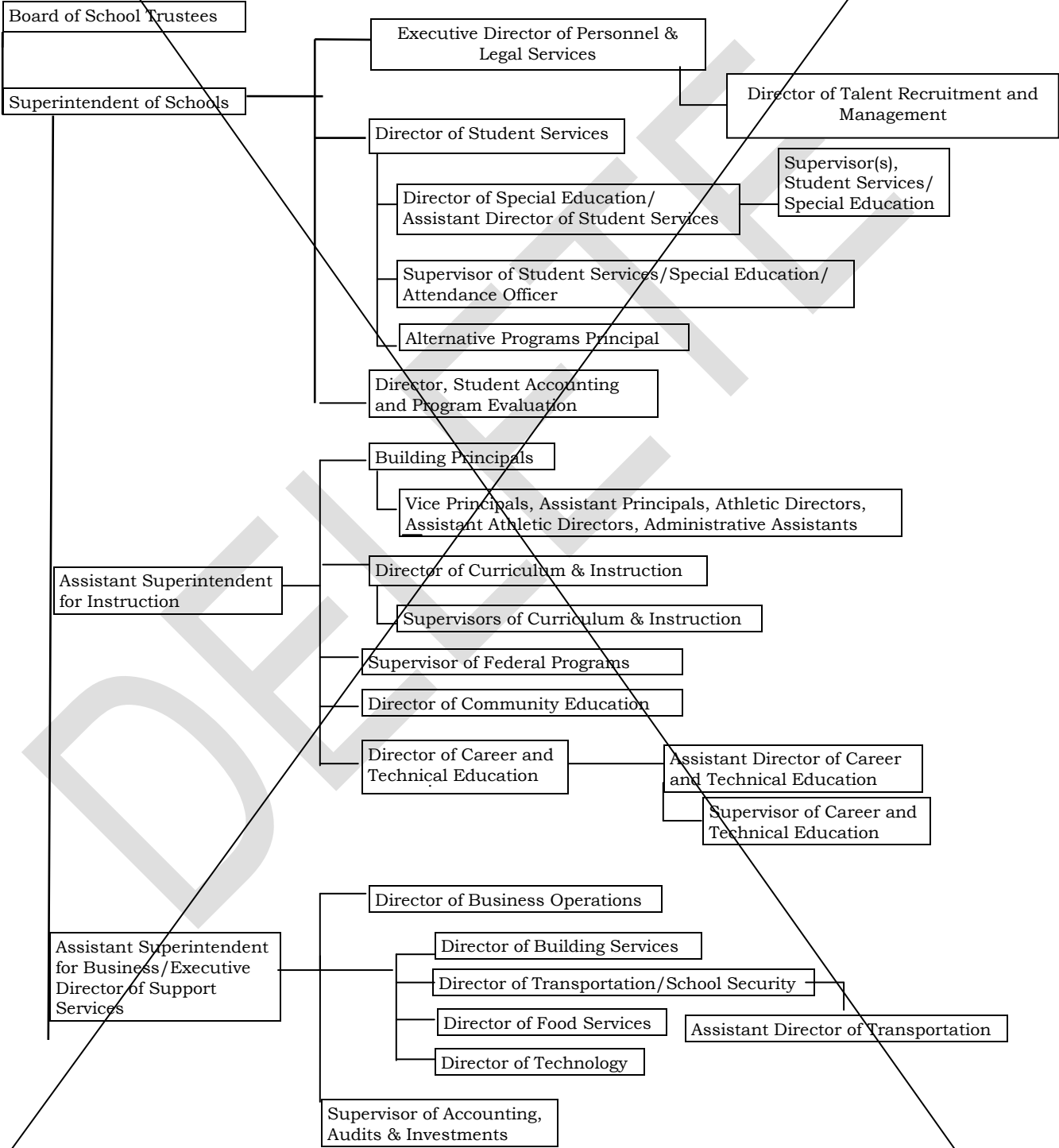
B. Holidays

School-year classified employees shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

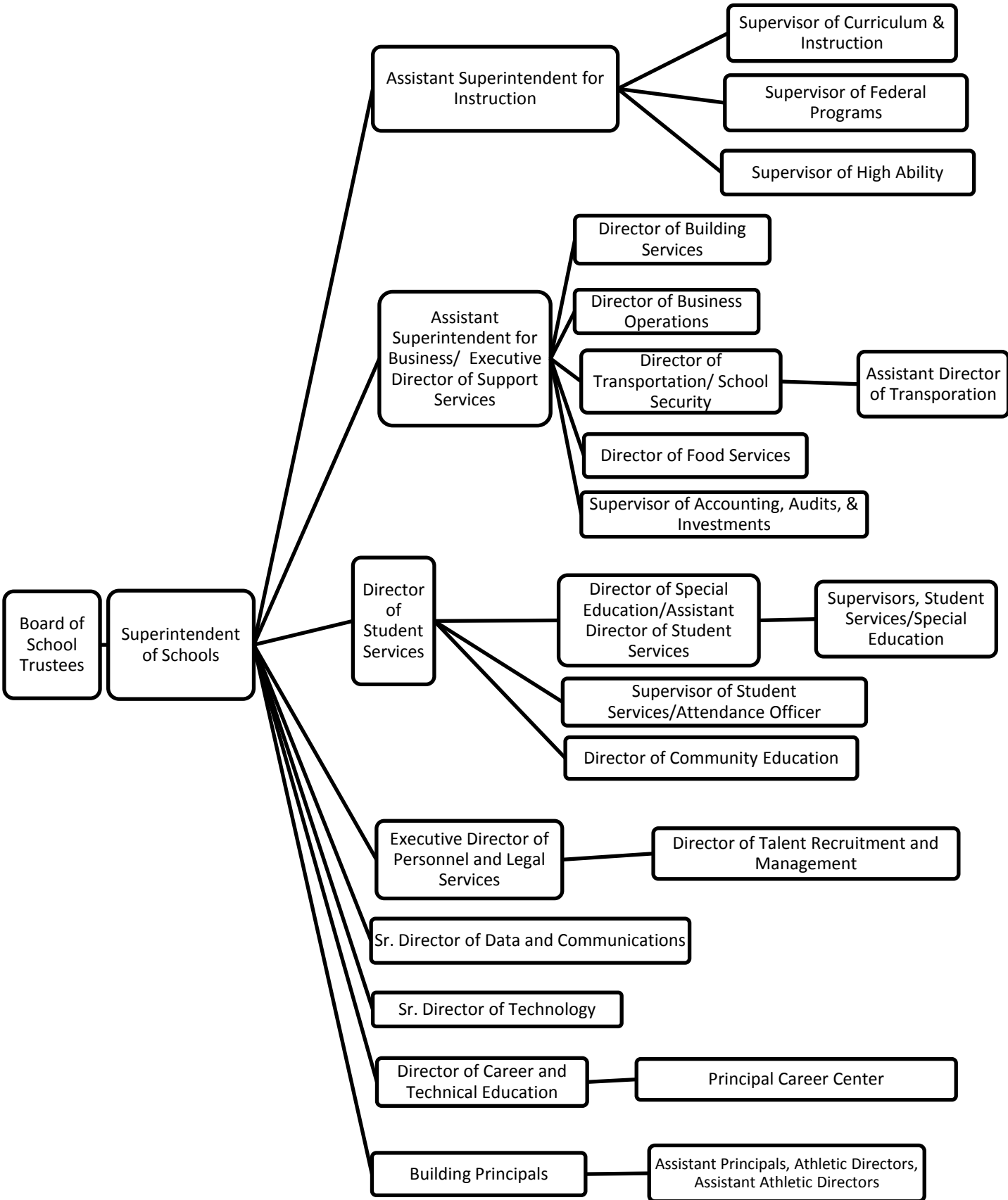
Martin Luther King, Jr. Day
Presidents Day – two days
Memorial Day
Labor Day
Thanksgiving Day – two days

~~December 16, 2008~~ **July 9, 2013**


ADMINISTRATIVE AND SUPERVISORY ORGANIZATION
ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana



ADMINISTRATIVE AND SUPERVISORY ORGANIZATION
ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana



ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

DATE: July 8, 2013
TO: Board of School Trustees
FROM: Rob Haworth 
RE: Out of District Transfers

Each district is obligated, pursuant to IC 20-26-11-32, to establish the following:

- 1) The number of transfer students the Elkhart Community Schools has the capacity to accept in each grade level; and
- 2) The date by which requests to transfer must be received.

I am recommending you take the following action at the July 9, 2013 meeting:

- 1) Determine this district has the present capacity to accept thirty-five students at each grade level; and
- 2) Set the date of May 29, 2014 as the last day that you will accept transfer requests of the 2013-2014 School Year.

I will, subsequent to your taking action on this recommendation, publish this date on our web site and report this date to the Indiana Department of Education.

Should you have any questions regarding this recommendation, please do not hesitate to contact me.

RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS

WHEREAS the Board of School Trustees for the Elkhart Community Schools is obligated pursuant to IC 20-26-11-32 to annually establish the number of students the school corporation has the capacity to accept from other school corporations at each grade level, and

WHEREAS this Board is further obligated to establish a date by which such transfer requests must be submitted, and

WHEREAS Robert Haworth, Superintendent of the Elkhart Community Schools, has reported to this Board that the district has the capacity to accept up to thirty-five such transfer requests at each grade level, and

WHEREAS Superintendent Haworth has further recommended that the school corporation allow such transfer requests to be made throughout the school year.

NOW THEREFORE, BE IT RESOLVED, By the Board of School Trustees of the Elkhart Community Schools as follows:

THAT the Elkhart Community Schools has the capacity to accept up to thirty-five transfer requests from students residing within the attendance area of another school corporation at each grade level, and

THAT the date for submission of request to transfer to the Elkhart Community School Corporation from the attendance area of another school corporation shall be May 29, 2014, and

THAT the Superintendent is directed to report the deadline to the Indiana Department of Education, and to publish this date on the Elkhart Community Schools' website.

Signed this 9th day of July 2013.

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N AY

BOARD OF SCHOOL TRUSTEES, ELKHART COMMUNITY SCHOOLS

Attest: _____, Secretary
Board of School Trustees



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (4-10) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Brian Buckley
53630 Pheasant Ridge Dr. Bristol, IN 46507
2. **Title or Position with Governmental Entity:** Athletic Director - Elkhart Central High School
3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart
4. **This statement is submitted (check one):**
 - a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Kelly Buckley (spouse)

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Kelly Buckley (spouse) is employed by Elkhart Community Schools as a teacher.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Board President
Board Vice President
Board Secretary
Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date (month, day, year): July 9, 2013

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



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STATE BOARD OF ACCOUNTS

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The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Terry C. Chomer
57787 El Dorado Dr, Goshen, IN 46528

2. **Title or Position with Governmental Entity:** _____
Director of Transportation & School Safety

3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart

4. **This statement is submitted (check one):**
a. _____ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** Brian Chomer (son)

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Brian Chomer (son) may be hired and paid on a claim basis to provide security for Elkhart Community Schools.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

As a family member, Brian Chomer (son) may be compensated for his work.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Board President

Board Vice President

Board Secretary

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:

Brian C. Chomer
(Signature of Public Servant)

Date *(month, day, year)*:

July 9, 2013

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



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The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Shawn M. Hannon
5 Kim Court, Elkhart, IN 46514
2. **Title or Position with Governmental Entity:** Director of Student Accounting and Program Evaluation-ESC
3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart
4. **This statement is submitted (check one):**
 - a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Greater Elkhart Chamber of Commerce & Z-49 Productions
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Kyle Hannon (spouse) is President of Greater Elkhart Chamber of Commerce
Mitchell Hannon (son) is Owner of Z-49 Productions

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

 The income earned by my spouse is based in part upon membership income for the Greater Elkhart Chamber of Commerce of which Elkhart Community Schools is a member.

 The income earned by my son, Mitchell Hannon, is based on work performed with Z-49 Productions, which Elkhart Community Schools has contracted video productions.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ **Board of School Trustees** _____ of
(Title of Officer or Name of Governing Body)

_____ **Elkhart Community Schools** _____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	Board President
_____	Board Vice President
_____	Board Secretary
Elected Official	Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

_____ **Date Submitted** (*month, day, year*) _____ **Date of Action on Contract or Purchase** (*month, day, year*)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date (*month, day, year*): _____ **July 9, 2013** _____

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



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The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Dr. John R. Hill
1523 Cottonwood Dr, Elkhart, IN 46514
2. **Title or Position with Governmental Entity:** Assistant Superintendent of Instruction
3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart
4. **This statement is submitted (check one):**
 - a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Robyn Hill (spouse)

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):

Robyn Hill (spouse) is employed by Elkhart Community Schools as a teacher.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

 The compensation earned by my spouse, Robyn Hill, as a teacher with the Elkhart Community Schools, contributes
 to our family's household income.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ **Board of School Trustees** _____ of
(Title of Officer or Name of Governing Body)
 _____ **Elkhart Community Schools** _____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	Board President
_____	Board Vice President
_____	Board Secretary
Elected Official	Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

_____ **Date Submitted** (*month, day, year*) _____ **Date of Action on Contract or Purchase** (*month, day, year*)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date (*month, day, year*): _____ **July 9, 2013**

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



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The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Toni B. McDougal
14291 Southhold Dr, Granger, IN 46530
2. Title or Position with Governmental Entity: _____
Supervisor of Student Service, Attendance Officer
3. a. Governmental Entity: Elkhart Community Schools
b. County: Elkhart
4. This statement is submitted (*check one*):
 - a. _____ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Schuell Fence Company

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):

 - a. Bruce McDougal (spouse) is owner of Schuell Fence Company
 - b. From time to time Schuell Fence Company may install and/or repair fencing for Elkhart Community Schools.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The compensation earned by my spouse, as owner of Schuell Fence Company, is in part based upon work which may be performed under contract by the Elkhart Community Schools.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Board President

Board Vice President

Board Secretary

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:

Joni McSaugal
(Signature of Public Servant)

Date (month, day, year):

July 9, 2013

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



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A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Bernadette M. Taylor
53363 Winterberry Ct., South Bend, IN 46637
2. Title or Position with Governmental Entity: _____
Assistant Principal, Elkhart Memorial
3. a. Governmental Entity: Elkhart Community Schools
b. County: Elkhart
4. This statement is submitted (check one):
 - a. _____ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Royal Excursion Transportation

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):

William Taylor (spouse) is employed by Royal Excursion Transportation.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The income earned by my spouse is based upon work performed with Royal Excursions, which Elkhart Community Schools contracts services.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ **Board of School Trustees** _____ of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools _____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____ **Board President**

_____ **Board Vice President**

_____ **Board Secretary**

_____ **Elected Official**

_____ **Office**

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

_____ **Date Submitted (month, day, year)**

_____ **Date of Action on Contract or Purchase (month, day, year)**

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____

(Signature of Public Servant)

Date (month, day, year): _____

July 9, 2013

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (4-10) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** William E. Kovach
50751 Acorn Tr., Elkhart, IN 46514
2. **Title or Position with Governmental Entity:** Director of Career/Technical Education
3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart
4. **This statement is submitted (check one):**
 - a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Christine Foster (mother-in-law)
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Christine Foster (mother-in-law) may be hired and paid on a claim basis for consulting work for staff development.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

As a family member, Christine Foster (mother-in-law) may be compensated for her consulting.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Board President

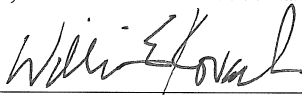
Board Vice President

Board Secretary
Elected Official Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year) Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date (month, day, year): July 9, 2013

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



Date: July 9, 2013
To: Dr. Robert Haworth
From: Mr. W. Douglas Thorne
Subject: Personnel Recommendations

Certified

a. **Resignation** – We report the resignation of the following employees:

Lauren Sheeley
Began: 8/16/10

Daly/Grade 1
Resign: 7/1/13

Ryan Leniski
Began: 8/19/99

Pinewood/Grade 5
Resign: 6/26/13

b. **Professional Leave** – We recommend a professional leave without pay for the following employee:

Lisa Dercach
Begin: 8/12/13

Osolo/Intervention
End: 5/30/14

c. **New Certified Staff** – We recommend the following new certified staff for employment in the 2013-14 school year:

Chaz-Lit Doyle

Hawthorne/Grade 3

Kasey Graber

Roosevelt/Grade 6

Anita Pratt

Monger/Interventionist

Erica Shannon

Memorial/Science

Doreen Shelt

Pinewood/Grade 6 PEP

Classified

a. Resignation – We report the resignation of the following classified employees:

Anita Pratt
Began: 8/22/12

Beardsley/Paraprofessional
Resign: 5/30/13

b. Retirement – We report the retirement of the following classified employees:

Susan Gietzen
Began: 3/5/90

Memorial/Secretary
Retire: 6/28/13
23 Years of Service