

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

September 12, 2017

CALENDAR

Sep	12	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Sept	12	immediately following	Executive Session, J.C. Rice Educational Services Center
Sep	12	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Sep	19	7:00 a.m.	Public Work Session, J.C. Rice Educational Services Center
Sep	26	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Sep	26	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Oct	10	5:30 p.m.	Public Work Session, Daly Elementary, 1735 Strong Avenue
Oct	10	7:00 p.m.	Regular Board Meeting, Daly Elementary, 1735 Strong Avenue

- A. CALL TO ORDER/PLEDGE
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. MINUTES - August 22, 2017 – Public Work Session
August 22, 2017 – Regular Board Meeting
- E. TREASURER'S REPORT

Consideration of Claims

Gift Acceptance - The administration recommends Board acceptance with appreciation of recent donations made to Elkhart Community Schools.

1028 Hearing – 2017 Food Commissary Renovation Project

Resolution of Board of School Trustees regarding Execution of the Amendment to Lease – The Business Office recommends Board adoption of a resolution to enter into lease agreement.

Resolution for Additional Appropriation – The Business Office recommends Board adoption of an additional appropriation for proposed improvements to the Elkhart Community Schools Food Commissary.

Resolution for Additional Appropriation – The Business office recommends Board adoption of an additional appropriation for proposed improvements to the Educational Services Center.

Textbook Rental Fees – The Business Office recommends Board approval of revisions to textbook rental fees for the 2017-2018 school year.

Fundraisers - The Business Office recommends Board approval of proposed school fundraisers in accordance with Board Policy.

F. UNFINISHED BUSINESS

Board Policy 3210CS - The administration presents proposed revisions to Board Policy 3210CS - Staff Ethics, as initially presented at the Board's August 22nd regular meeting.

Board Policy 3220.01 - The administration presents proposed new Board Policy 3220.01 - Teacher Appreciation Grants, as initially presented at the Board's August 22nd regular meeting.

Board Policy 5111 - The administration presents proposed revisions to Board Policy 5111 - Determination of Legal Settlement, as initially presented at the Board's August 22nd regular meeting.

G. NEW BUSINESS

Board Policy 3121ACS - The administration presents proposed revisions to Board Policy 3121ACS - Personal Background Checks and Mandatory Reporting of Convictions and Arrests, for initial consideration.

Agreement Between Elkhart Community Schools and ETHOS, Inc.

ISTEP Report

Monthly Literacy and Career and College Readiness Reports

Administrative Conflict of Interest - Elkhart Community School's administrator discloses a potential conflict of interest statement.

Grants - The administration seeks Board approval for the submission of grants as recommended by the administration.

Overnight Trip Requests - The administration seeks Board approval of overnight trip requests.

H. PERSONNEL

Conference Leaves - It is recommended the Board grant conference leave requests in accordance with Board Policy to staff members as recommended by the administration.

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

I. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

J. ADJOURNMENT

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

Elkhart Community Schools
Elkhart, Indiana

August 22, 2017

Beardsley Elementary School, 1027 McPherson Street, Elkhart – 5:30 p.m.

Time/Place

Board Members
Present:

Susan C. Daiber
Karen S. Carter
Douglas K. Weaver

Rodney J. Dale
Glenn L. Duncan
Carolyn R. Morris
Jeri E. Stahr

Roll Call

ECS Personnel Present:

Tony England
Tony Giansi
Rob Haworth
Maggie Lozano

Dawn McGrath
Kevin Scott
Doug Thorne
Cheryl Waggoner
Bob Woods

The Board heard presentations from Jeff Hadden, President of LHD Benefit Advisors on the initial review of the Activate Health Clinic, a review of insurance claims, and information regarding the current Request for Proposal (RFP) sent to insurance providers. The Board also heard Dawn McGrath, Deputy Superintendent, provide an overview of a Professional Learning Community (PLC) and heard Kevin Scott, Chief Financial Officer, present a preview of the general fund budget.

Topics
Discussed

The Board also discussed agenda items for the regular Board meeting.

The meeting adjourned at approximately 6:55 p.m.

Adjournment

APPROVED:

Signatures

Susan C. Daiber, President

Rodney J. Dale, Member

Karen S. Carter, Vice President

Glenn L. Duncan, Member

Douglas K. Weaver, Secretary

Carolyn R. Morris, Member

Jeri E. Stahr, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana
August 22, 2017

Beardsley Elementary School, 1027 McPherson Street, Elkhart – at 7:00 p.m.

Place/Time

Board Members Present:	Susan C. Daiber Karen S. Carter Douglas K. Weaver	Rodney J. Dale Glenn L. Duncan Carolyn R. Morris Jeri E. Stahr
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Roll Call

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

Call to Order

Board member Jeri Stahr recited the Elkhart Promise.

The Elkhart Promise

Mrs. Daiber discussed the invitation to speak protocol.

Jeff Komins, energy education specialist/elementary activities, reported on the building audit performed on Tuesday, August 22nd at Beardsley Elementary School at 4:45 a.m. Mr. Komins reported 74% of the areas were in compliance and received "Thanks for Saving Energy" stickers. Beardsley continues to do an excellent job with their shut downs and even considering the ongoing construction in their building, show a cost avoidance of \$15,362 through June. The district's cost avoidance was the best it has ever been for the month of June.

Building Energy Report

Val Priller, Beardsley principal, introduced her staff. Mrs. Priller presented slides reflecting NWEA average growth in math and reading, contributed the significant growth to the positive school culture consisting of safety for all, involvement with school and community, a profound emphasis on growth, and strong relationships and partnerships. Mrs. Priller presented high growth certificates to nine students in reading and five in math. Certificates were also presented to the robotics team and 'battle of the books' readers. Some of the next steps for Beardsley include: continue growing opportunities for students; developing new and strengthening existing community partners; and focus on students and community.

Building Report

By unanimous action, the Board approved the following minutes:
August 8, 2017 – Public Work Session
August 8, 2017 – Regular Board Meeting
August 15, 2017 – Public Work Session

Approval of Minutes

By unanimous action, the Board approved payment of claims totaling \$2,680,721.59 as shown on the August 22, 2017, claims listing. (Codified File 1718-18)

Payment of Claims

By unanimous action, the Board accepted with appreciation the following donations made to Elkhart Community Schools (ECS): \$600.00 to Central High School's (CHS) boys' soccer team from Mr. and Mrs. Ronald Perry; and 85 backpacks filled with school supplies to Memorial High School (MHS) from the Indiana Toll Road's staff's Back 2 School Bash, for distribution to students.

Gift Acceptance

The Board received a financial report for the period January 1 – July 31, 2017, and found it to be in order.

Financial Report

Kevin Scott, chief financial officer, reported the following fund loan was made on July 31, 2017: \$627,000 from Debt Service Fund to Retirement/ Severance Bond Fund.

Fund Loans

Kevin Scott provided the current insurance report including medical plan experience costs compared year-to-date.

Insurance Report

By unanimous action, the Board approved proposed school fundraisers in accordance with Board policy. The funds raised through the listed activities are deposited into each school's extra-curricular fund. (Codified File 1718-19)

Fundraiser Approval

By unanimous action, the Board approved proposed revisions of Board Policy 8405 - Environmental Health and Safety Issues - Indoor Air Quality, Animals in the Classroom, and Idling Vehicles on School Property, as initially presented at the Board's August 8th regular meeting.

Board Policy 8405

The Board was presented proposed revisions to Board Policy 3210 – Staff Ethics, for initial consideration. Doug Thorne, district counsel/chief of staff, stated the revision eliminates the reference to an administrative regulation no longer used.

Board Policy 3210

The Board was presented proposed new Board Policy 3220.01 - Teacher Appreciation Grants, for initial consideration. Mr. Thorne stated the proposed new policy is for determining the distribution of teacher appreciation grants. Board members discussed the incentives and the current labor market and shortage of teachers throughout Indiana.

Board Policy 3220.01

The Board was presented proposed revisions to Board Policy 5111 - Determination of Legal Settlement, for initial consideration. Mr. Thorne stated the change allows for children of full-time staff living outside of Indiana to attend Elkhart Community Schools without tuition fees.

Board Policy 5111

By unanimous action, the Board approved the submission of a Good Neighbor grant to the Community Foundation of Elkhart County from Adult Education for \$9,990.00. (Codified File 1718-20)

Grant Approval

By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration on the August 22, 2017 listings. (Codified File 1718-21)

Conference Leaves

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

Personnel Report

Employment of the following twenty (20) certified staff members for the 2017-2018 school year:

Certified Employment

- Brittany Atz Isaac - grade 5 at Daly
- Mary Brown - special education at Riverview/Bristol
- Mique Buck - grade 6 Feeser
- Alexandria Cupery - grade 5 at Beardsley
- Corrine Dail - grade 4 at Roosevelt
- Sean Diller - orchestra at North Side
- Ashley Elzey - grade 3 at Riverview
- Jamie Engen - grade 3 at Hawthorne
- Melissa Horvath - math at Central
- Katie Keyser - grade 6 at Daly
- Wendy Kovach - media at Pierre Moran
- Anne Ledebur - grade 1 at Beardsley
- Heather Misiano - language arts at Elkhart Academy
- Carmen Ritchie - music at Monger
- Erin Roe - psychologist at TBD
- Nanci Tarantino - elementary at Elkhart Academy
- Sara Trovatore - grade 4 (temp) at Roosevelt
- Cynthia Troxell - grade 4 at Beardsley
- Joshua Yoder - math at West Side
- Mariann Zmudzinski - grade 5 at Daly

Retirement of certified staff member Randall Metcalfe, math at West Side, with 38 years of service.

Certified Retirement

Resignation of the following sixteen (16) certified staff members effective on dates indicated:

Certified Resignation

- Jennifer Aires - math at Central, 5/26/17
- Ami Balding - intervention at Woodland, 6/30/17
- Eric Berger - art at Daly, 8/11/17
- Aliya Caldwell - grade 2 at Feeser, 6/30/17
- Rebecca Crocker - assistant principal at Pinewood, 8/10/17
- Kara Draeger-Thomas - language arts at Central, 6/30/17
- Mary Gensel - media at Pierre Moran, 7/28/17
- Christie Heerschop - assistant principal at Osolo, 8/9/17
- Elizabeth Miller - media at Roosevelt, 8/16/17
- Natalie Murphey - behavior support at Cleveland, 6/30/17
- Hannah Rohrer - grade 1 at Daly, 5/26/17

Cynthia A Smith - grade 4 at Feeser, 6/30/17
Jason Stone - grade 4 at Roosevelt, 5/26/17
Alexa Waggoner - grade 3 PEP at Bristol, 5/26/17
Lisa Ward - psychologist at Memorial, 8/11/17
Ryan Wixon - physical education at Memorial, 5/26/17

Health leave for certified staff member Rose Griffy, grade 2 at Roosevelt, beginning 8/15/17 and ending 2/9/18.

Health Leave

Cancel maternity leave for certified staff member Randi Weidman, special education at Woodland.

Maternity Leave

Regular employment for classified employee, Carol Lowe, route coordinator at Transportation, who successfully completed her probationary period on 8/14/17.

Classified Employment

Resignation of the following seventeen (17) classified employees effective on dates indicated:

Classified Resignations

Mariana Aguilar - food service at Pierre Moran, 8/7/17
Dreama Coleman - paraprofessional at Roosevelt, 8/14/17
Loretta Coulahan - paraprofessional at Osolo, 8/8/17
Veronica Davis - food service at Commissary, 8/11/17
Michelle Genslinger - bus driver at Transportation, 6/1/17
Teila Hazwood - paraprofessional at Cleveland, 8/15/17
Krystal Hoop - secretary at Elkhart Academy, 8/29/17
Tiffani Imes - food service at Beck, 8/16/17
Mack Jenkins - food service driver at Commissary, 8/16/17
Julie Kroehler - food service at Central, 8/16/17
Casey Lott - paraprofessional at Beck, 8/17/17
Kayla Magyar - bus driver at Transportation, 8/11/17
Wyatt Ritchie - paraprofessional at EACC, 9/1/17
Karen Russell - food service at Cleveland, 8/11/17
Leanna Turco - bus driver at Transportation, 8/4/17
Susan Williams - paraprofessional at Bristol, 8/7/17
Dawn Yoder - food service at West Side, 8/14/17

Board member Carolyn Morris commented on the recent Kick-off Classic 2017 held at Island Park and thanked Elkhart Education Foundation for coordinating the event.

From the Board

Board member, Doug Weaver thanked the Boys and Girls Club and DJ Construction for the work being done at Beardsley. Mr. Weaver also commented on the recent honors to Phyllis Tubbs and Tom Kurth held in the new gymnasium and their combined impact on Elkhart athletes.

From the Board

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

APPROVED:

Susan C. Daiber, President

Karen S. Carter, Vice President

Douglas K. Weaver, Secretary

Rodney J. Dale, Member

Glenn L. Duncan, Member

Carolyn R. Morris, Member

Jeri E. Stahr, Member

Adjournment

Signatures



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. ROBERT HAWORTH
BOARD OF SCHOOL TRUSTEES

FROM: DR. DAVID BENAK *DRB*

DATE: AUGUST 28, 2017

RE: DONATION APPROVAL - EACC

Ada J. and John W. Hochstetler have donated a 2005 Chrysler PT Cruiser (VIN #3C4FY48B85T594394) to be used in our Automotive Technology, Automotive Repair, and Collision Repair classes.

Mike Maloney, our Collision Repair instructor, reports this vehicle will be useful in our Automotive classes and it will be used by students for training purposes.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

Ada J. and John W. Hochstetler
11095 N. 500 W.
Milford, IN 46542-9451



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER
2720 CALIFORNIA ROAD • ELKHART, IN 46514
PHONE: 574-262-5500

TO: BOARD OF SCHOOL TRUSTEES
FROM: ROB HAWORTH
DATE: AUGUST 31, 2017

SUBJECT: GIFT ACCEPTANCE

I am requesting approval from the Board of School Trustees to accept a \$100.45 donation from Merle and Sue Yoder 53044 Glenmore St. Elkhart, In 46514 to go towards students negative account balances at Cleveland Elementary School.



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER
2720 CALIFORNIA ROAD • ELKHART, IN 46514
PHONE: 574-262-5500

TO: BOARD OF SCHOOL TRUSTEES
FROM: ROB HAWORTH
DATE: AUGUST 31, 2017

SUBJECT: GIFT ACCEPTANCE

I am requesting approval from the Board of School Trustees to accept a \$180.00 donation from an Anonymous Donor to go towards students account balances at Mary Daly Elementary School. The Donor remembers having a negative account as a student and wanted to help others in the same situation.



OSOLO ELEMENTARY SCHOOL
24975 COUNTY ROAD 6 EAST • ELKHART, IN 46514
PHONE: 574-262-5590



ELKHART COMMUNITY SCHOOLS
J.C. RICE EDUCATIONAL SERVICES CENTER
2720 CALIFORNIA ROAD • ELKHART, IN 46514
PHONE: 574-262-5500

DATE: August 30, 2017
TO: Dr. Rob Haworth
Board of School Trustees
FROM: Gary Gardner, Principal of Osolo Elementary School
RE: Donation Approval

A donation of \$500.00 was made to support our Title I Meeting and Annual Back to School Picnic to be held on September 7 ,2017. We anticipate over 600 people spending the evening on our playground learning about Title I, enjoying hot dogs and chips, jumping in inflatables, and playing on the playground. The donation was used to support the cost of the event.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

Frank and Tonja Lucchese
22095 Sunset Lane
Elkhart, IN 46516



OSOLO ELEMENTARY SCHOOL
24975 COUNTY ROAD 6 EAST • ELKHART, IN 46514
PHONE: 574-262-5590

ELKHART COMMUNITY SCHOOLS
J.C. RICE EDUCATIONAL SERVICES CENTER
2720 CALIFORNIA ROAD • ELKHART, IN 46514
PHONE: 574-262-5500

DATE: September 5, 2017
TO: Dr. Rob Haworth
Board of School Trustees
FROM: Gary Gardner
RE: Donation Approval

Osolo Elementary School would like to publicly thank the Osolo Township Trustee for their donation of \$500 to help defray costs of our Title 1 Family Picnic in September. Currently, we have over 800 RSVP's from students and families. We will have a bounce house, serve hotdogs, chips and drinks along with having our Title 1 meeting. We appreciate the support of The Osolo Township Trustee's Office in making this a great family time for our students and their families.

Sincerely,

Gary Gardner, Principal

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

Osolo Township Trustee
Attn: Verba DeMauro
25600 County Road 4
Elkhart, IN 46514



RIVERVIEW ELEMENTARY SCHOOL

2509 WOOD STREET • ELKHART, IN 46516

PHONE: 574-295-4850



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: 8/28/17

TO: Dr. Rob Haworth
Board of School Trustees

FROM: Barbara Cripe, Principal of Riverview School

RE: Donation Approval

ADEC has given a generous donation of \$100 to Riverview's Music Program. Mrs. Sagarsee, Riverview's music teacher will use this donation to purchase equipment or instruments for students' use.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

ADEC, Inc.
P.O. Box 398
Bristol, IN 46507-0398



RIVERVIEW ELEMENTARY SCHOOL

2509 WOOD STREET • ELKHART, IN 46516

PHONE: 574-295-4850



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: 8/28/2017

TO: Dr. Rob Haworth
Board of School Trustees

FROM: Barbara Cripe, Principal of Riverview School

RE: Donation Approval

Through their work with Trinity United Methodist Church-Small Groups, Dr. David and Mrs. Lori Fairchild are providing Riverview teachers with a generous donation. Twenty-three teachers will be receiving a \$50 Walmart gift card to purchase needed items for their classrooms. This amounts to a \$1,150.00 donation to Riverview from the Fairchilds.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

Dr. David and Mrs. Lori Fairchild
2509 E. Jackson Blvd.
Elkhart, IN 46516

FIRST AMENDMENT TO LEASE

between

ELKHART COMMUNITY SCHOOL BUILDING CORPORATION,
Lessor

and

ELKHART COMMUNITY SCHOOLS,
ELKHART COUNTY, INDIANA,
Lessee

Dated as of September 12, 2017

Cross Reference: This instrument supplements and amends the Lease, dated as of August 26, 2014, recorded in the office of the recorder of Elkhart County, Indiana, on December 30, 2014, as Document No. 2014-25435.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is entered into as of this 12th day of September, 2017 (the "First Amendment"), between ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, a corporation organized and existing under the laws of the State of Indiana, as lessor (the "Lessor"), and ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, a school corporation existing under the laws of the State of Indiana, as lessee (the "Lessee").

1. The Lessor and the Lessee entered into a Lease, dated as of August 26, 2014 (the "Original Lease"), as amended by an Addendum to Lease, dated as of December 1, 2014 (the "First Addendum to Lease"), and as further amended by a Second Addendum to Lease, dated as of December 1, 2014 (the "Second Addendum to Lease") (the Original Lease, as amended by the First Addendum to Lease and the Second Addendum to Lease, the "Lease").

2. The Lessor and the Lessee wish to further amend the Lease by modifying the term of the Lease and increasing the rent payable under the Lease to provide the Lessor with the ability to issue additional first mortgage bonds (the "2017 First Mortgage Bonds") for the purpose of financing all or any portion of (a) reimbursements to the Lessee for the costs of improvements to the Premises (as defined in the Lease) previously incurred by the Lessee following the date the Premises were acquired by the Lessor, which the Lessee will then use to pay for the renovation, remodeling, expansion and equipment upgrade of the existing Elkhart Community Schools Food Commissary, other miscellaneous facility and/or equipping projects at facilities operated by the Lessee, and any projects related to any of such facility improvement, renovation and equipping projects, and (b) the costs incurred in connection with the issuance of the 2017 First Mortgage Bonds, including, but not limited to, all or a portion of the interest on 2017 First Mortgage Bonds as determined by the Lessor and the Lessee (collectively, the "2017 Food Commissary Renovation Project").

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee agree as follows:

PART I

RENTAL PAYMENTS

Section 2 of the Original Lease, as previously supplemented and amended, is hereby further amended by adding at the end thereof the following paragraphs:

"(c) Notwithstanding the foregoing, the Lessee agrees to pay additional rental for the Premises in an annual amount not to exceed Two Million Thirty-Two Thousand Dollars (\$2,032,000.00). Such additional rental shall be paid in semi-annual installments on June 30 and December 31 of each year commencing no earlier than June 30 in the year immediately following the year in which the 2017 First Mortgage Bonds are issued and ending no later than the year which is two (2) years thereafter. All rentals payable under the terms of this Lease shall

be paid by the Lessee to Trustee. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder.”

“(d) After the sale of the 2017 First Mortgage Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due on all Bonds in each twelve (12) month period commencing on June 30 of each year, together with incidental costs in each year in an amount to be determined at the time the 2017 First Mortgage Bonds are sold for the purpose of paying annual trustee fees and related costs, payable in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Premises, together with the Improvements located on the real estate which is then subject to this Lease together with that portion of the constructed, renovated or remodeled Improvements as they currently exist and which are complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount shall be endorsed on this Lease at the end hereof in the form of Exhibit A attached to the First Amendment and made a part hereof by the parties as soon as the same can be done after the sale of the 2017 First Mortgage Bonds, and such endorsement shall be recorded as an addendum to this Lease.”

PART II

TERM

Notwithstanding anything in the Lease to the contrary, the term of the Lease with respect to the additional rental set forth in Part I of this First Amendment shall end in the year which is two years after the date of the issuance of the 2017 First Mortgage Bonds, or such earlier date as set forth in an addendum to this First Amendment executed by the Lessor and Lessee at the issuance of the 2017 First Mortgage Bonds by the Lessor in connection with the 2017 Food Commissary Renovation Project.

PART III

REAFFIRMATION OF LEASE

Except as otherwise provided herein, all terms, conditions and provisions of the Lease, as previously supplemented and amended, are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this First Amendment to Lease as of the date and year first above written.

LESSEE

ELKHART COMMUNITY SCHOOLS,
ELKHART COUNTY, INDIANA

By: _____
Susan C. Daiber, President of the Board of
School Trustees

ATTEST:

Douglas K. Weaver, Secretary of the Board of
School Trustees

LESSOR

ELKHART COMMUNITY SCHOOL
BUILDING CORPORATION

By: _____
William G. Cork, President

ATTEST:

Dr. John Hutchings, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2017, personally appeared William G. Cork and Dr. John Hutchings, personally known to me to be President and Secretary, respectively, of the Elkhart Community School Building Corporation and acknowledged the execution of this First Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2017, personally appeared Susan C. Daiber and Douglas K. Weaver, personally known to me to be President and Secretary, respectively, of the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, and acknowledged the execution of this First Amendment to Lease for and on behalf of said School District.

WITNESS my hand and notarial seal.

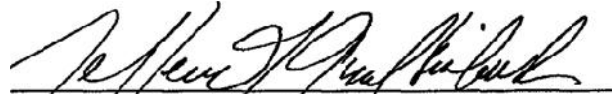
(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.



Jeffery J. Qualkinbush

This instrument prepared by Jeffery J. Qualkinbush, Esquire, Barnes & Thornburg LLP,
11 South Meridian, Indianapolis, Indiana 46204.

EXHIBIT A
TO FIRST AMENDMENT TO LEASE BETWEEN
ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, LESSOR,
AND ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, LESSEE

ADDENDUM TO FIRST AMENDMENT TO LEASE
ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, LESSOR,
AND ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, LESSEE

THIS ADDENDUM TO FIRST AMENDMENT TO LEASE (this "Addendum"), entered into as of this ____ day of _____, 20__, by and between the ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, an Indiana nonprofit corporation (the "Lessor"), and ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, Indiana, a public school corporation existing under by the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of August 26, 2014, as previously amended (the "Original Lease"); and

WHEREAS, the Lessor entered into a First Amendment to Lease with the Lessee, dated as of September 12, 2017 (the "First Amendment"); and

WHEREAS, it is provided in the First Amendment that there shall be endorsed thereon the adjusted rental following the issuance of the 2017 First Mortgage Bonds (as defined therein).

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to First Amendment to Lease to be executed for and on their behalf as of the day and year first above written.

LESSEE

ELKHART COMMUNITY SCHOOLS,
ELKHART COUNTY, INDIANA

By: _____
Susan C. Daiber, President of the Board of
School Trustees

ATTEST:

Douglas K. Weaver, Secretary of the Board of
School Trustees

LESSOR

ELKHART COMMUNITY SCHOOL
BUILDING CORPORATION

By: _____
William G. Cork, President

ATTEST:

Dr. John Hutchings, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2017, personally appeared Susan C. Daiber and Douglas K. Weaver, personally known to me to be President and Secretary, respectively, of the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, and acknowledged the execution of the foregoing Addendum to First Amendment to Lease for and on behalf of said School District.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2017, personally appeared William G. Cork and Dr. John Hutchings, personally known to me to be President and Secretary, respectively, of Elkhart Community School Building Corporation and acknowledged the execution of the foregoing Addendum to First Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

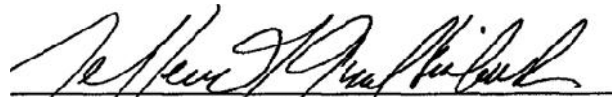
(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.



Jeffery J. Qualkinbush

This instrument prepared by Jeffery J. Qualkinbush, Esquire, Barnes & Thornburg LLP,
11 South Meridian, Indianapolis, Indiana 46204.

Appendix I to Addendum to First Amendment to Lease

Rental Schedule

The Rental Schedule for the 2017 First Mortgage Bonds is set forth on the immediately following page.

**APPROPRIATION RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES
OF THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA**

WHEREAS, the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), exists and operates under the provisions of Indiana Code 20-26, as amended from time to time (the “Act”); and

WHEREAS, the School Corporation, as lessee, previously entered into a Lease, dated August 26, 2014, as modified and amended (the “Lease”), with the Elkhart Community School Building Corporation (the “Building Corporation”), as lessor, in order to procure funds to finance certain renovations and alterations to certain of the school facilities operated by the School Corporation (the “Premises”); and

WHEREAS, the School Corporation and Building Corporation have determined to enter into a first amendment to the Lease (the “First Amendment”) in order to provide funds to the Building Corporation to pay the School Corporation for reimbursement for improvements to the Premises (as defined in the Lease) paid by the School Corporation since the Premises have been owned by the Building Corporation, which proceeds the School Corporation will use to pay for the costs of the renovation, remodeling, expansion and equipment upgrade of the existing Elkhart Community Schools Food Commissary, other miscellaneous facility and/or equipping projects at facilities operated by the School Corporation and any projects related to any of such facility improvement, renovation and equipping projects, all to be used in connection with the operation of the School Corporation (collectively, the “2017 Food Commissary Renovation Project”); and

WHEREAS, the Building Corporation anticipates issuing one or more series of first mortgage bonds secured by the payments under the First Amendment (the “Bonds”), the proceeds of which will be used to pay the School Corporation for the reimbursement for improvements to the Premises paid by the School Corporation since the Premises have been owned by the Building Corporation, and in turn used by the School Corporation to pay for all of the costs of the 2017 Food Commissary Renovation Project and any other expenses incidental thereto, including the costs of issuing the Bonds; and

WHEREAS, the costs of the 2017 Food Commissary Renovation Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2017 Food Commissary Renovation Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2017 Food Commissary Renovation Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired for the 2017 Food Commissary Renovation Project; and

WHEREAS, the Board has found that there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the portion of the 2017 Food Commissary Renovation Project and heretofore authorized the Building Corporation to issue its Bonds in one or more series; and

WHEREAS, all or a portion of the proceeds of the Bonds in an amount currently estimated not to exceed \$2,000,000 will be paid to the School Corporation by the Building Corporation as the price for the reimbursement for improvements to the Premises paid by the School Corporation since the Premises have been owned by the Building Corporation; and

WHEREAS, notice of a hearing on said appropriation has been duly given by publication as required by law, and the hearing on said appropriation has been held, at which all taxpayers had an opportunity to appear and express their views as to such appropriation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, AS FOLLOWS:

Section 1. There is hereby appropriated a sum not to exceed Two Million Dollars (\$2,000,000) out of the proceeds of the Bonds received by the School Corporation from the Building Corporation in connection with the reimbursement for improvements to the Premises paid by the School Corporation since the Premises have been owned by the Building Corporation, together with all investment earnings thereon, for the use by the School Corporation in paying for all or a portion of the costs of the 2017 Food Commissary Renovation Project and the costs of issuing the Bonds.

Section 2. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of each of the 2017 Food Commissary Renovation Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

Section 3. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the fiscal officer of the School Corporation, who shall report the appropriation to the State of Indiana Department of Local Government Finance.

Section 4. Any officer of the School Corporation is hereby authorized and directed to take any and all actions as such officer deems necessary or desirable to effect this resolution, and any and all actions previously taken by any officer of the School Corporation, including, but not limited to, publication of the notice of the public hearing held in connection with this appropriation, be, and hereby are, ratified and approved.

This Resolution hereby is ADOPTED by the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, this 12th day of September, 2017.

**BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOLS,
ELKHART COUNTY, INDIANA**

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

**APPROPRIATION RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES
OF THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA**

WHEREAS, the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), exists and operates under the provisions of Indiana Code 20-26, as amended from time to time (the “Act”); and

WHEREAS, the School Corporation, as lessee, anticipates entering into a lease or an amendment to an existing lease (the “Lease”), with the Elkhart Community School Building Corporation (the “Building Corporation”), as lessor, in order to procure funds for the Building Corporation to purchase from the School Corporation of certain real property and the improvements located, or to be located thereon, operated by the School Corporation or the extension of the ownership by the Building Corporation of certain real property and the improvements located, or to be located, thereon operated by the School Corporation (collectively, the “Premises”), which proceeds the School Corporation will use to pay for the costs of the renovation, remodeling, expansion and equipment upgrade of the existing J.C. Rice Educational Services Center, other miscellaneous facility and/or equipping projects at facilities operated by the School Corporation and any projects related to any of such facility improvement, renovation and equipping projects, all to be used in connection with the operation of the School Corporation (collectively, the “2018 Educational Services Center Renovation Project”); and

WHEREAS, the Building Corporation anticipates issuing one or more series of first mortgage bonds secured by the payments under the Lease (the “Bonds”), the proceeds of which will be used to pay the School Corporation for the extension of the Building Corporation’s ownership of the Premises and reimbursement for improvements to the Premises paid by the School Corporation, and in turn used by the School Corporation to pay for all of the costs of the 2018 Educational Services Center Renovation Project and any other expenses incidental thereto, including the costs of issuing the Bonds; and

WHEREAS, the costs of the 2018 Educational Services Center Renovation Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2018 Educational Services Center Renovation Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2018 Educational Services Center Renovation Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired for the 2018 Educational Services Center Renovation Project; and

WHEREAS, the Board of School Trustees of the School Corporation (the “Board”) has found that there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the portion of the 2018 Educational Services Center Renovation Project and anticipates authorizing the Building Corporation to issue its Bonds in one or more series; and

WHEREAS, all or a portion of the proceeds of the Bonds in an amount currently estimated not to exceed \$2,000,000 will be paid to the School Corporation by the Building

Corporation as the price for the purchase of the Premises or the extension of the Building Corporation's ownership of the Premises and the reimbursement for improvements to the Premises paid by the School Corporation since the Premises have been owned by the Building Corporation; and

WHEREAS, notice of a hearing on said appropriation has been duly given by publication as required by law, and the hearing on said appropriation has been held, at which all taxpayers had an opportunity to appear and express their views as to such appropriation; and

WHEREAS, the Board expects to pay for certain costs of the 2018 Educational Services Center Renovation Project (collectively, the "Expenditures") prior to the issuance of the Bonds and to reimburse the Expenditures with the proceeds received by the School Corporation upon the issuance of the Bonds by the Building Corporation; and

WHEREAS, the Board desires to declare its intent to reimburse the Expenditures pursuant to Treas. Reg. § 1.150-2 and Indiana Code § 5-1-14-6(c).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, AS FOLLOWS:

Section 1. There is hereby appropriated a sum not to exceed Two Million Dollars (\$2,000,000) out of the proceeds of the Bonds received by the School Corporation from the Building Corporation in connection with the purchase by the Building Corporation of the Premises from the School Corporation or the extension of the Building Corporation's ownership of the Premises and the reimbursement for improvements to the Premises paid by the School Corporation since the Premises have been owned by the Building Corporation, together with all investment earnings thereon, for the use by the School Corporation in paying for all or a portion of the costs of the 2018 Educational Services Center Renovation Project and the costs of issuing the Bonds.

Section 2. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of each of the 2018 Educational Services Center Renovation Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

Section 3. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the fiscal officer of the School Corporation, who shall report the appropriation to the State of Indiana Department of Local Government Finance.

Section 4. The Board hereby declares its official intent that, to the extent permitted by law, to execute the Lease with the Building Corporation, to request the Building Corporation to issue the Bonds in one or more series or issues, in an original aggregate principal amount not to exceed \$2,000,000, and to reimburse costs of the 2018 Educational Services Center Renovation Project consisting of the Expenditures from proceeds of the sale of such the Bonds

Section 5. Any officer of the School Corporation is hereby authorized and directed to take any and all actions as such officer deems necessary or desirable to effect this resolution, and any and all actions previously taken by any officer of the School Corporation, including, but not limited to, publication of the notice of the public hearing held in connection with this appropriation, be, and hereby are, ratified and approved.

This Resolution hereby is ADOPTED by the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, this 12th day of September, 2017.

**BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOLS,
ELKHART COUNTY, INDIANA**

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees



BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

September 7, 2017

TO: Dr. Robert Haworth
Board of School Trustees

FROM: Dr. Robert Woods

SUBJECT: Textbook Rental Fees – 2017-2018

Due to a misunderstanding, we thought a social studies textbook was a rental text only to discover the book is actually consumable. The fees for grades Kindergarten through fifth grade need to be increased, the recommended fees are:

	Recommended Fees
Kindergarten Fee:	\$77.00
Grade 1	\$149.00
Grade 2	\$139.00
Grade 3	\$164.00
Grade 4	\$145.00
Grade 5	\$130.00

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

PERSONNEL
Proposed Revised 3210CS/page 1 of 2
(as presented during the 8/22/17 BST meeting)

STAFF ETHICS

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. It is the policy of the Elkhart Community Schools to carry out its mission in accordance with the highest ethical standards and to ensure that its employees conduct themselves in a manner that fosters public confidence in the integrity of the Elkhart Community Schools, its processes, and its accomplishment. To maintain and promote these essentials, the Board expects all employees to maintain high standards in their working relationships.

Employees in the performance of their duties will maintain the highest ethical standards including but not limited to the following examples:

- A. recognize basic dignities of all individuals with whom they interact in the performance of duties;
- B. represent accurately their qualifications;
- C. exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;
- D. seek and apply the knowledge and skills appropriate to assigned responsibilities;
- E. keep in confidence all student related information unless such information needs to be shared in the discharge of their certified responsibilities;
- F. ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;
- G. avoid accepting anything of value offered by another for the purpose of influencing judgment;

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

PERSONNEL
Proposed Revised 3210CS/page 2 of 2
(as presented during the 8/22/17 BST meeting)

- H. refrain from using their position or public property, or permitting another person to use an employee's position or public property for partisan political or sectarian religious purposes;

This will in no way limit constitutionally or legally protected rights as a citizen.

- I. maintain appropriate student relationships and adhere to Corporation expectations related to certified boundaries with students as expressed in ~~AG 3362~~ policy 3214.04ACS.

September 12, 2017

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

PROFESSIONAL STAFF
Proposed New 3220.01/page 1 of 2
(as presented during the 8/22/17 BST meeting)

TEACHER APPRECIATION GRANTS

The Board of School Trustees adopts this policy for the purpose of determining the distribution of teacher appreciation grants. This policy shall be submitted to the Indiana Department of Education (IDOE) along with the School Corporation's staff performance evaluation plan online as one (1) document by September 15th of each year.

Definitions:

For purposes of this policy, the following definitions apply:

The term "teacher" means a professional person whose position with the Corporation requires a license (as defined in I.C. 20-28-1-7) and whose primary responsibility is the instruction of students.

The term "license" refers to a document issued by the IDOE that grants permission to serve as a particular kind of teacher. The term includes any certificate or permit issued by the IDOE.

Distribution of Annual Teacher Appreciation Grants:

Teacher appreciation grant funds received by the Corporation shall be distributed to licensed teachers who meet the following criteria:

- A. employed in the classroom (including providing instruction in a virtual classroom setting);
- B. rated as Effective or Highly Effective on their most recent performance evaluation; and
- C. employed by the Corporation as of December 1st of the year in which the teacher appreciation grant funds are received by the Corporation.

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

PROFESSIONAL STAFF
Proposed New 3220.01 /page 2 of 2
(as presented during the 8/22/17 BST meeting)

The Corporation shall distribute the teacher appreciation grant funds it receives as follows:

- A. A cash stipend as determined by the Superintendent shall be distributed to all teachers in the Corporation who are rated as Effective; and
- B. A cash stipend in an amount that is 25 % more than the stipend given the teachers rated as Effective shall be distributed to all teachers in the Corporation who are rated as Highly Effective.

A stipend to an individual teacher in a particular year is not subject to collective bargaining but is discussable and is in addition to the minimum salary or increases in the salary set under I.C. 20-28-9-5.

The Corporation shall distribute all stipends from a teacher appreciation grant to individual teachers within twenty (20) business days of the date the IDOE distributes the teacher appreciation grant funds to the Corporation.

This policy shall be reviewed annually by the Board and shall be submitted to the IDOE annually by the Superintendent as indicated above.

I.C. 20-18-2-22

I.C. 20-28-1-7

I.C. 20-43-10-3.5

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September 12, 2017

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

STUDENTS
Proposed Revised 5111/page 1 of 5
(as presented during the 8/22/17 BST meeting)

DETERMINATION OF LEGAL SETTLEMENT

The Board establishes the following policy for determining student eligibility to attend the schools of this Corporation.

- A. The Board 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.
- B. Where the legal settlement of a student cannot reasonably be determined by reference to the residence of the student's parent or legal guardian and the student is being supported by and living with a person whose residence is within the Corporation, the student may be enrolled without payment of tuition. If the parents are able to support the student and have placed the student in the home of another person primarily for the purpose of attending school in this Corporation without establishing legal guardianship as required by Indiana law, tuition ~~may be~~ will not be charged unless otherwise required by law.
- C. Tuition shall be charged to those students who are approved for a transfer and whose legal settlement is outside the State of Indiana, unless the student's parent(s) is a full-time employee of Elkhart Community Schools. Transfer tuition fee, payable at the Business Office, is due in advance of the student's enrollment unless an approved transfer has been issued by another school district.
- D. A child who is placed in foster care by a court of competent jurisdiction shall be admitted tuition free, without regard to residency, to a school within the Corporation, as selected by the State Department of Human Services or the child placing agency responsible for placement of that child.
- E. Foreign students participating in a foreign-exchange program approved by the Indiana State Board of Education and living with a resident host family will be admitted tuition free.

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

STUDENTS

Proposed Revised 5111/page 2 of 5
(as presented during the 8/22/17 BST meeting)

- F. The Corporation will provide a free education to those students who are considered by Federal law to be illegal aliens, if the student's parent or legal guardian has legal settlement within the Corporation, or considered to be homeless by criteria established by the State (see Policy 5111.01 ~~and AG 5111.01~~ - Homeless Students).
- G. Students who have completed the eleventh grade and have changed legal settlement to another school corporation may complete the twelfth grade in this Corporation.
- H. A married student living with a spouse or a married or unmarried emancipated minor is eligible to attend school without payment of tuition if the student resides in the Corporation.

I. Children of Divorced Parents

Children of divorced parents may attend school in this Corporation without the payment of tuition 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.

The parent with physical custody of the student or the student, if the student is at least eighteen (18) years of age, must notify the Superintendent of the school corporation in which the parents/student seek to have the student enrolled of their election to enroll in the Corporation. The election shall be made on a yearly basis and applies throughout the school year unless the student's parent no longer resides within the attendance area of the Corporation.

- J. A student who has been expelled from another school corporation or who is expelled from a nonpublic school or withdraws from a public or a nonpublic school to avoid expulsion and seeking enrollment in the Elkhart Community Schools must meet with the ~~Director of Student Services/designee~~ Assistant Superintendent of Student Services. Such student may be enrolled in the Corporation in compliance with I.C. 20-33-8-20 during the actual or proposed expulsion provided:

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

STUDENTS

Proposed Revised 5111/page 3 of 5
(as presented during the 8/22/17 BST meeting)

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;
4. the student accepts the placement proposed by the ~~Director of Student Services~~ Assistant Superintendent of Student Services.

Such students ~~may be charged~~ will not be charged tuition if they do not have legal settlement in the Corporation, unless otherwise required by law.

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 ~~Director of Student Services~~ Assistant Superintendent of Student Services. 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.

~~K. Students, with a residence in Indiana, whose parents do not have legal settlement within the Corporation but present evidence that they will move into the Corporation within a short period of time may enroll in the schools of this Corporation without payment of tuition for the time not in residence.~~

L. Nonresident students may be accepted into the Summer School Program provided by this Corporation but may be required to pay a

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

STUDENTS

Proposed Revised 5111/page 4 of 5
(as presented during the 8/22/17 BST meeting)

different tuition.

Transfer Students

In addition to students with legal settlement in the Corporation, 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:

- A. Annually, the Board will establish the number of transfer students that can be accepted in each grade level.
- B. The Board will establish a date by which requests to enroll a transfer student must be submitted to the Superintendent. This date shall be submitted to the Indiana Department of Education and published on the Corporation Internet website.
- C. Requests to enroll a student without legal settlement in the Corporation shall not be denied if the student to be transferred:
 1. has been enrolled in the Corporation in the prior school year;
 2. is a member of a household in which any other member of the household is a student in the transferee school; or
 3. has a parent who is an employee of the Corporation.
- D. If the number of requests to enroll in each grade level exceeds the number established by the Board reduced by the number of transfers that may not be denied as described in paragraph (C) above, the students to be enrolled in each grade level shall be determined by random selection in which each application submitted on or before the date established by the Board 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, or a violation of the Corporation’s drug or alcohol rules during the twelve (12) months preceding the student’s request to transfer.

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

STUDENTS

Proposed Revised 5111/page 5 of 5
(as presented during the 8/22/17 BST meeting)

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) and I.C. 20-26-11-32(j) shall be included in the calculation of the number of school days that a student has been suspended.

No transfer student shall be accepted for enrollment for athletic reasons.

I.C. 20-18-2-11 (legal settlement defined)

I.C. 20-33-2-12 (transfer to another accredited or non-accredited school)

I.C. 20-33-8-17 (expulsion for lack of legal settlement)

I.C. 20-26-11-1 (residence defined)

I.C. 20-26-11-2.5 (divorced parent election)

I.C. 20-26-11-6(e) (option to not charge transfer tuition)

I.C. 20-26-11-32 (lottery selection of student transfer requests, HEA 1381 – 2013)

Plyer v. Doe, 457 U.S. 202 (1982) (State Statute denying free public education to illegal immigrants violated the Equal Protection Clause of the Fourteenth Amendment)

Divorced Parents Agreement:

<http://www.doe.in.gov/sites/default/files/legal/formiii.pdf>

Third Party Agreement:

<http://www.doe.in.gov/sites/default/files/legal/custodialstatementinstructions.pdf>

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September 12, 2017

policy

PERSONAL BACKGROUND CHECKS AND MANDATORY REPORTING OF CONVICTIONS AND ARRESTS

Persons Subject to This Policy

This policy applies to all individuals who:

- A. apply for employment with:
 1. the Elkhart Community Schools; or
 2. an entity with which the School Corporation contracts for services; or
- B. have entered into a contract to provide services to the School Corporation; or
- C. are employed by an entity which has entered into a contract to provide services to the School Corporation,

if the individuals are likely to have direct, ongoing contact with children within the scope of the individuals' employment.

Requirements of Applicants

At the time an individual makes application for employment with the Elkhart Community Schools, or enters into a contract to provide services to the School Corporation, s/he shall be required to:

- A. give written consent for the ~~Personnel~~ Human Resources Department to obtain an expanded national criminal history information search (as defined by I.C. 20-26-2-1.5); and
- B. complete and sign a written criminal history questionnaire.

policy

Elkhart Community Schools will conduct an expanded criminal history check which meets requirement I.C. 20-26-2-1.5 concerning all applicants for non-certificated employment or certificated employment not later than one (1) month after the applicant's employment by Elkhart Community Schools. All applicants are responsible for the entire cost associated with obtaining their expanded criminal history.

The failure to answer honestly questions contained in the criminal history questionnaire shall be grounds for immediate termination of the individual's employment.

A verification of the applicant's eligibility to work using the E-verify database maintained by the Federal government as required by I.C. 12-32-1 shall be conducted on each applicant who is offered a job.

The Superintendent shall establish the necessary procedures for obtaining personal background information on each applicant recommended for employment as a certified staff member which shall include the following:

- A. an expanded national criminal history check (as defined by I.C. 20-26-2-1.5) of the criminal history record system maintained by the Federal Bureau of Investigation based on fingerprint identification or another method of positive identification
- B. a search of the national sex offender registry maintained by the United States Department of Justice
- C. verification of the applicant's eligibility to work using the E-Verify database maintained by the Federal government as required by I.C. 12-32-1
- D. an Indiana Bureau of Motor Vehicles driver history if the position involves driving
- E. search of U.S. District Court Records from the districts where applicants resided

policy

Each applicant shall certify under penalty of perjury his/her eligibility to be employed by the Board as a United States citizen or a qualified alien. The Board may deny employment to an applicant who is convicted of an offense for which the applicant's license for the position may be revoked or suspended by State law.

The procedures shall provide that information and records obtained from pre-employment inquiries under this policy are confidential and shall not be released except as necessary to implement this policy or defend a decision made pursuant to this policy.

Criminal Convictions Which Constitute Grounds Not to Employ or Contract an Individual

If an applicant for employment or an individual contracting to provide services to the School Corporation has been convicted of any of the following listed offenses, s/he shall not be employed by the Elkhart Community Schools. Further, no entity which contracts to provide services to Elkhart Community Schools shall employ any individual in a position likely to have direct, ongoing contact with children or staff within the scope of the individual's employment if the individual has been convicted on any of the following listed offenses:

- A. Murder (I.C. 35-42-1-1);
- B. Causing suicide (I.C. 35-42-1-2);
- C. Assisting suicide (I.C. 35-42-1-2.5);
- D. Voluntary manslaughter (I.C. 35-42-1-3);
- E. Reckless homicide (I.C. 35-42-1-5);
- F. Battery (I.C. 35-42-2-1) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;

policy

- G. Aggravated battery (I.C. 35-42-2-1.5);
- H. Kidnapping (I.C. 35-42-3-2);
- I. Criminal confinement (I.C. 35-42-3-3);
- J. A sex offense under I.C. 35-42-4;
- K. Carjacking (I.C. 35-42-5-2);
- L. Arson (I.C. 35-43-1-1) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;
- M. Incest (I.C. 35-46-1-3);
- N. Neglect of a dependent as a Class B felony (I.C. 35-46-1-4(b)(2)) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;
- O. Child selling (I.C. 35-46-1-4(b));
- P. Contributing to the delinquency of a minor (I.C. 35-46-1-8) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;
- Q. An offense involving a weapon under I.C. 35-47 or I.C. 35-47.5 unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;
- R. An offense relating to controlled substances under I.C. 35-48-4 which is classified as a felony under State law unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment or parole, whichever is later;

policy

- S. An offense relating to material or performance which is harmful to minors or obscene under I.C. 35-49-3 unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;
- T. An offense relating to operating a motor vehicle while intoxicated under I.C. 9-30-5 which is classified as a felony under State law unless five (5) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later; or
- U. An offense that is equivalent to any of the offenses listed in this subsection in which the judgment of conviction was entered under the law of any other jurisdiction.

Candidates for positions who have been convicted of misdemeanor offenses under I.C. 9-30-5 or 35-48-4, and disclosed those convictions the same, may have this provision waived following submission to an addictions assessment.

Duty to Report Criminal Convictions During Employment

During the course of his/her employment with the School Corporation, each employee shall be required to report his/her arrest or the filing of criminal charges against the employee, and conviction of criminal charges to the Superintendent within two (2) business days of the occurrence. The Superintendent shall obtain a review of each reported conviction and shall recommend appropriate action to the Board considering the risk to members of the school community presented by the continued employment of the convicted employee.

The Superintendent shall prepare administrative guidelines to implement this policy.

I.C. 10-13-3, 20-26-2-1.5

I.C. 20-26-5-10, 20-26-5-11, 20-28-5-8

**AGREEMENT BETWEEN
ELKHART COMMUNITY SCHOOLS and
ETHOS, INC.**

Elkhart Community Schools, an Indiana community school corporation, and ETHOS, Inc., an Indiana non-profit organization, (dba ETHOS Science Center) enter into this agreement on the _____ day of _____, 2017 (“Agreement”).

RECITALS

Elkhart Community Schools (hereinafter referred to as ECS or Elkhart) provides an educational program for children from pre-school through kindergarten and grades 1 through 12.

The educational program offered by ECS meets or exceeds the academic standards established by the Indiana State Board of Education.

The communities served by ECS have a rich history in both scientific and technological endeavors.

Students exposed to a rich science curriculum incorporating inquiry based learning environments develop the ability to think critically and logically and to identify the relationships between evidence and explanations.

A rich science curriculum includes learning environments where students are active participants in creating, questioning, sharing, discussing, reasoning and analyzing the processes involved in solving scientific problems/tasks.

Significant employment opportunities exist for graduates who have a strong understanding of the sciences.

The mission of ETHOS Science Center (hereinafter referred to as ETHOS) is to provide children with opportunities to connect science to everyday life through problem-solving, discovery and critical thinking.

The core beliefs of ETHOS are as follows:

- Inquiry-based science provides the essential foundation for advancing science education.
- Science education is the key to equipping our future workforce with 21st century skills (critical thinking, problem solving, collaboration, etc.).
- Every child will find joy and inspiration when they are actively engaged in his or her own learning.

- A community thrives when it collectively supports the positive growth and development of its children.

ECS and ETHOS agree, by entering into this Agreement, they can enhance the quality of instruction received by students enrolled in ECS schools in both science and technology by collaborating in the operation of the following science and technology related programming areas:

- A. Operation of the Science to Go Bus,
- B. Research Developed Inquiry Based Science Kits to be utilized to enhance science instruction in ECS classrooms in grades K-6,
- C. Professional development services provided by ETHOS,
- D. Submission of grants to support science and technology instruction, and
- E. A robust competitive robotics program for ECS students.

A. SCIENCE 2 GO BUS LAB:

1. ETHOS and ECS jointly operate a program identified as the Science 2 Go Bus. The operation of the Science 2 Go Bus (hereinafter referred to as Bus) was previously governed by an agreement entered into by ECS and ETHOS on December 15, 2011; said agreement shall have no further force and effect subsequent to the date of this Agreement.
2. ECS, pursuant to the terms of the prior agreement, provided the vehicle to be used for this program, and ETHOS obtained funding from various businesses operating in and around Elkhart County, Indiana for the purpose of converting the Bus from its intended use to its current use.
3. ECS shall continue, at its own cost, to employ a teacher who possesses certification required by the State of Indiana in order to provide science instruction on the Bus, (hereinafter referred to as the Science 2 Go Facilitator). The length of the Science 2 Go facilitator's contract (i.e. number of contracted days) will be jointly determined on an annual basis by the ECS Superintendent and the ETHOS Executive Director. The Science 2 Go Facilitator shall also be expected to possess or obtain the licensure necessary to drive the Bus. ETHOS agrees the Science 2 Go Facilitator shall be identified, at all times, as an ECS teacher. This paragraph shall not be interpreted in such a manner to prohibit other ETHOS employees from operating as a facilitator on the Bus.

4. ETHOS shall be responsible for directing the day to day work of the Science 2 Go Facilitator and for insuring the Bus is used in a manner consistent with the expectations of both ECS and ETHOS.
5. ETHOS shall insure the educational programming delivered by the Science 2 Go Facilitator shall be aligned with the science and technology curriculum standards adopted by the Indiana State Board of Education.
6. The Bus is expected to be used at least four (4) days per week for instruction, training, and curriculum development for schools operated by ECS. ECS and ETHOS further agree the Bus shall also be available at least (1) day each week for instruction and training at other Elkhart County Public School Corporations, organized pursuant to IC 20-23-4-1 *et. seq.*, each school year in recognition of the financial and in-kind contributions made by businesses located in other school districts in Elkhart County, in the event ECS is not using the Bus on the days allocated under this agreement for its use, ETHOS shall have the authority to offer the bus to other county districts.
7. Should ETHOS make the Bus available to private, parochial, charter, or other public schools outside of Elkhart County, ETHOS shall charge said schools a reasonable rate for the use of the Bus and the Science 2 Go Facilitator. Said rate shall be established jointly by the CFO for ECS and ETHOS on an annual basis and shall minimally cover a prorated (based upon the prior year's expenditures by each party) portion of costs incurred by both ECS and ETHOS for the operation of the Bus (including but not limited to the costs of labor, materials and supplies, insurance, operational expenses, upkeep and maintenance of the Bus, and the equipment kept on the Bus), as related to this paragraph.
8. ECS shall insure the Bus against loss and against any and all damages and liability, including mover vehicle liability and vehicle damage insurance in amounts similar to those provided by ECS for all other motor vehicles in its fleet.
 - a. Before the start of each policy period, ECS shall provide ETHOS with a copy of a certificate of insurance demonstrating compliance with this agreement.
 - b. ECS shall immediately forward to ETHOS any notice of cancellation or non-renewal of policies providing coverage under this agreement.

9. ECS shall be responsible for maintaining the Bus, fueling costs and storage of the Bus (until such time as ETHOS has a facility for storage of the Bus). However, should maintenance and repair costs for the bus chassis, engine and drive train exceed two thousand five hundred (\$2,500.00) dollars in any year, ETHOS and ECS shall each be responsible for fifty (50%) percent of the costs of said maintenance and repair costs in excess of two thousand five hundred (\$2,500.00) dollars.
10. ETHOS shall be responsible for maintenance of the scientific instruments and equipment, including but not limited to the wireless network, and auxiliary generator on the Bus along with the environmental systems (i.e. air conditioning); ETHOS shall also be responsible for cleaning and waxing the exterior of the Bus, winterizing the Bus, and cleaning the interior of the Bus.
11. In the event ETHOS or ECS determine to terminate the terms of this agreement regarding the use and operation of the Bus, ECS shall convey to ETHOS any right, title and interest in the Bus to ETHOS. ECS agrees to cooperate in transferring the certificate of title to the Bus to ETHOS. ETHOS agrees to pay for the cost of the transference of said title.
12. ETHOS shall maintain and provide to the Chief Operating Officer for ECS, on a monthly basis, a log recording the use of the Bus. Said log shall be delivered to ECS no later than the tenth day of each month.

B. SCIENCE KITS

1. ETHOS will manage ECS inquiry science kits to be used by schools to enhance instruction for students in grades Kindergarten through six which meet or exceed the science and technology curriculum standards adopted by the Indiana State Board of Education.
2. ECS has initially agreed to ETHOS managing one kit per grades one through four in each of the elementary schools operated by ECS per year.
3. ECS, through its curriculum adoption cycle, shall identify the kits to be used in each of its elementary schools on or before February 15 of each year this agreement is in effect and shall notify ETHOS of the number of kits and the identity of the kits to be used by April 1.
4. ECS agrees to pay ETHOS for the costs of maintaining, refurbishing, and delivering the kits to ECS elementary schools. ETHOS shall charge ECS for its actual costs for the materials contained in the kits plus nineteen percent (19%).

5. ETHOS shall invoice ECS for kits within thirty (30) days of receiving the information provided by ECS pursuant to paragraph B(3) above, and ECS agrees to pay the invoiced amount within (30) days following receipt of the invoice.
6. Invoices shall be sent by ETHOS to the Chief Financial Officer for ECS:

Elkhart Community Schools
2720 California Road
Elkhart, Indiana 46514
7. As always, in the event any kit provided by ETHOS under the terms of this agreement includes live materials, such live materials will be replaced by ETHOS if the loss is due to natural causes or negligence on the part of ETHOS, provided ETHOS receives notification within twenty-four hours after ECS knew or should have known of the loss.

C. PROFESSIONAL DEVELOPMENT SERVICES

1. With the exception of professional development services funded by grants jointly submitted by ECS and ETHOS, ETHOS agrees to provide professional development services to ECS upon written request from authorized ECS administrators. ECS agrees, other than ECS employees, ETHOS will be considered a preferred provider of professional development services for inquiry based science instruction.
2. ECS agrees to provide, on or before July 1 of each year this agreement is in effect, the names of administrators in addition to the Superintendent and Deputy Superintendent who possess the authority to engage the services of ETHOS personnel for the delivery of professional development to ECS staff, and a projected schedule for professional development activities to take place over the next twelve (12) months.
3. ETHOS will charge ECS at the rate of Seven Hundred (\$700.00) dollars for a half day (up to four (4) hours), and One Thousand (\$1,000) Dollars for a full day for the delivery of professional development services at locations agreed upon by ECS and ETHOS. ECS further agrees to reimburse ETHOS for required travel expenses related to the delivery of professional development services under this paragraph.
4. ETHOS shall invoice ECS for professional development services within thirty (30) days following the delivery of said services, and ECS agrees to pay the invoiced amount within (30) days following receipt of the invoice.

5. All invoices for professional development activities shall identify the date when said activity occurred, the location of the activity, the number of hours comprising the duration of the professional development activity, the name of the ETHOS employee providing professional development to ECS employees, and a roster of ECS employees participating in said professional development activities.
6. Invoices shall be sent by ETHOS to the Chief Financial Officer for ECS:

Elkhart Community Schools
2720 California Road
Elkhart, Indiana 46514

D. GRANTS

1. ECS and ETHOS agree an essential component of this partnership will be continued cooperation between both ECS and ETHOS in the development and submission of grants to varied funding sources for the enhancement of science and technology programs for the children served by the parties to this agreement.
2. The ECS Superintendent and Executive Director of ETHOS shall determine whether the parties to this agreement should partner in the submission of said grant applications.
3. Should it be necessary for a Local Education Agency (LEA) to serve as the fiscal agent for a grant, ECS agrees to serve in this capacity provided ECS determines children served by ECS will receive educational benefits as a result of said grant. Whenever ECS serves as Fiscal Agent, it shall designate an ECS Administrator as the primary point of contact for said grant.
4. ETHOS agrees, should it be identified as the manager of any grants jointly submitted by the parties to this agreement it will provide, at all times, timely and accurate accounts of its activities and expenditures under the terms of the grant to ECS. ECS acknowledges, as Fiscal Agent, it is responsible for the timely submission of reports to the grant funding entities.
5. ECS and ETHOS shall jointly report to their respective boards on grant activities on an annual basis.

E. ROBOTICS AND OTHER SCIENCE AND TECHNOLOGY CENTERED ACADEMIC
COMPETITIONS

1. Both ECS and ETHOS believe students in elementary and secondary education programs receive benefits when those students have the opportunity to participate in extracurricular and co-curricular activities, including those related to science and technology.
2. Both ECS and ETHOS have supported students participating in the FIRST Robotics Competition, and ECS, through its collective bargaining agreement with the Elkhart Teachers Association, has provided compensation for coaches to participate in the varied levels of this program.
3. ETHOS has developed knowledge and expertise related to the FIRST Robotics Competition Program.
4. ETHOS agrees, pursuant to this agreement, to provide support to ECS in the expansion of the FIRST Robotics Competition Program in ECS Elementary and Middle Schools and continue to offer support for the development of the ELKLogics high school program.
5. ETHOS shall continue to make available to ELKLogistics the use of the cargo trailer obtained by ETHOS for the transportation of ELKLogistics equipment, materials and supplies for competitions.
6. ECS, through its Director of Co-Curricular Programming, will appoint an individual to serve as its primary point of contact with ETHOS in the development and expansion of its current robotics competition program.
7. With the exception of event competition management, ECS agrees to compensate ETHOS for its support in this activity at the rate of \$70 per hour for a maximum number of hours per school year to be determined annually by its Superintendent and Director of Extra-Curricular and Co-Curricular Programs.
8. ETHOS shall invoice ECS for these services within thirty (30) days following the delivery of said services, and ECS agrees to pay the invoiced amount within (45) days following receipt of the invoice.

9. Invoices shall be sent by ETHOS to the Chief Financial Officer for ECS:

Elkhart Community Schools
2720 California Road
Elkhart, Indiana 46514

10. Should ECS designate ETHOS as the manager of an event or competition (e.g. Science Fair, Robotics Competition), ETHOS shall develop a proposed budget for review by ECS prior to the commencement of any work under this paragraph as the manager of an event or competition.
11. ECS and ETHOS shall also jointly explore additional opportunities to develop extra- curricular opportunities in science and technology including but not limited to development of competition teams for events such as:

- a. Science Olympiad
- b. Intel International Science and Engineering Fair
- c. Indiana Super Mileage Engineering Challenge
- d. Siemens Competition in Math, Science and Technology
- e. National SeaPerch Challenge
- f. Google Science Fair

Subject to the financial resources available to ECS.

12. ECS and ETHOS shall prepare detailed plans and annual goals for each program developed under the terms of this agreement.

F. ACADEMIC PROGRAMMING AT ETHOS FACILITY

1. ETHOS agrees to explore with ECS opportunities for ECS students to participate in academic programming it has or may develop taking place at its facility.
2. ETHOS acknowledges when such students participate in said academic programming, ECS intends to report such students in whole or in part to the Indiana Department of Education through its Average Daily Membership (“ADM”) count as ECS students.
3. ECS agrees whenever ECS students participate in said programming for an academic term, and said programming meets the academic standards for a course approved by the Indiana State Board

of Education, ECS will pay to ETHOS a pro-rata portion of the funding it receives from the Indiana Department of Education for said student, provided the student has been counted in ADM count reported to the Indiana Department of Education on the ADM Count Day. Said pro-rata portion shall be based upon the number of hours of academic programming provided to the student and the length of time (i.e. semester, quarter, school term, etc.) set aside for the delivery of the academic programming.

4. ETHOS will provide to ECS for each student, information related to the academic progress said student has made in the course.
5. ETHOS will also provide sufficient information, as determined by ECS, to verify said programming meets the academic standards for a course approved by the Indiana State Board of Education.
6. ECS will utilize said information for reporting student progress to parents and when applicable for reporting said course as having been satisfactorily completed on an ECS student transcript.
7. When ECS provides notice to ETHOS of its intention to seek reimbursement from the Indiana Department of Education for any educational program taught by ETHOS employees, ETHOS will provide such educational programming only by individuals who have a teaching license in the subject area approved by the Division of Professional Standards for the Indiana Department of Education.
8. In circumstances where ECS students are receiving their education, in whole or in part under the terms of this contract, and where those students have been identified as having special needs related to the Individuals with Disabilities Education Act, Title 511 Article 7 Indiana Administrative Code, §504 of the Rehabilitation Act, or any other federal or state protection related to the provision of educational services to children, ETHOS will work collaboratively with special service providers of ECS to insure accommodations, modifications and individual plans are implemented.

G. MISCELLANEOUS PROVISIONS

1. The Executive Director of ETHOS and the ECS Superintendent shall meet at least once each quarter to discuss the mission of the parties as it relates to science and technology education programs, along with opportunities for grants that if approved, would enhance science and technology programming offered by ECS.

2. ETHOS commits to conducting criminal history background checks, and using E-Verify to determine the work authorization status of all ETHOS employees who are assigned to work with ECS students. ETHOS will maintain files to demonstrate compliance with these requirements, with such files to be available for review by Elkhart Schools.
3. ETHOS agrees any records created by ETHOS containing personally identifiable information related to a student are deemed confidential records, and it will take all reasonable measures to protect said records from disclosure in compliance with the Family Educational Rights and Privacy Act.
4. ETHOS further agrees any technology might provide students with access to the internet will employ sufficient measures to assure ETHOS is in compliance with the provisions of the Children's Internet Protection Act (CIPA) and the Children's Online Privacy Protection Act of 1998.
5. ETHOS shall maintain, at its own cost and expense, with insurance companies currently rated A VIII or better by A.M. Best's Key Rating Guide, insurance insures all operations at its facility to be used to provide educational services for ECS students as contemplated by this Agreement. The following required policies shall not be canceled or changed during the term of this Agreement.
 - a. Commercial General Liability Insurance - Limits of \$1,000,000 Per Occurrence and \$2,000,000 Aggregate, bodily injury, property damage and personal injury, on an Occurrence form.
 - b. Sexual Molestation & Abuse Liability Insurance - Limits of \$1,000,000 Per Occurrence and \$2,000,000 Aggregate, on an Occurrence form, cover wrongful acts including but not limited to sexual abuse or molestation. If policy coverage for sexual misconduct is provided on a claims-made, or claims-made and reported basis then, the required policy coverage must be maintained for a period of three years following the termination of this Agreement.
 - c. Commercial Umbrella Liability Insurance - Limits of \$1,000,000 per Occurrence and Aggregate.
 - d. Workers' Compensation and Employers Liability Insurance - Statutory and Limits \$500,000 Each Accident for Bodily Injury by Accident; \$1,000,000 Policy Limit for Bodily Injury by Disease; \$1,000,000 Each Employee for Bodily Injury by Disease, in

respect of all employees and any borrowed, leased or other persons to whom such compensation may be payable by ETHOS.

- e. The insurance policies required by this agreement shall name ECS as an additional insured, and include a waiver of subrogation in favor of ECS.
 - f. Before the start of each policy period, ETHOS shall provide the ECS with a copy of a certificate of insurance demonstrating compliance with this agreement.
 - g. ETHOS shall immediately forward to ECS any notice of cancellation or non-renewal of policies providing coverage under this agreement.
6. Governing Law—It is the intention of the Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
7. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana, said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
8. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
9. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
- a. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
 - b. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.

- i. To ETHOS: ETHOS, Inc.
2521 Industrial Parkway
Elkhart, Indiana 46516
Attn: Executive Director
- ii. To ECS: Elkhart Community Schools
2720 California Road
Elkhart, Indiana 46514
Attn: Superintendent

10. Entire Agreement—This Agreement constitutes the final agreement between ECS and ETHOS.

No representation, promise or inducement has been made by either ECS or ETHOS that is not embodied in this Agreement, and neither ETHOS nor ECS shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

11. Duration—This Agreement shall be for a term of thirty-six (36) months, beginning _____, and shall expire on _____. The Agreement and its terms shall be subject to annual review by the ECS Superintendent and Executive Director of ETHOS.

ELKHART COMMUNITY SCHOOLS

By: _____

Printed Name: _____

Title: _____

ETHOS, Inc.

By: Patsy Boehler

Printed Name: Patsy Boehler

Title: Executive Director

Approved by Board of School Trustees on: _____

President

Secretary

Science 2 Go Bus Visits (Sept 2014- July 2017)

School Events
Baugo
Jimtown Jr HS
Concord
Concord East Side
Concord South Side
Concord West Side
OxBow
Elkhart Community Schools
Beardsley
Beardsley Boys & Girls Club
Beck
Bristol
Cleveland
Daly
Daly Science Fair Night
EACC PreSchool
Eastwood
Elementary Academy @ Pinewood
Feeser
Hawthorne
Memorial
Monger
NSMS Boys & Girls Club
Osolo
Osolo Boys & Girls Club
Pinewood
Riverview
Roosevelt
Roosevelt STEAM night
WSMS Science Night
Woodland Elementary
Woodland Science Night
Fairfield
Benton
Benton Summer Science
Benton STEAM Night
Millersburg
Millersburg STEAM night
New Paris STEAM night
Middlebury
Heritage Intermediate
Jefferson Elementary
Wa Nee
Wakarusa Elementary

Goshen
Boys & Girls Club
Chamberlain Elem Sci Night
Chandler
Goshen Middle School
Goshen High School
Goshen Young Adult Program
Parkside
PrairieView
Other Visit Locations
Bashor Summer Camp
Cornerstone Montessori
Elkhart Christian Academy
ETHOS Spring Break Camp
Grace Bible Homeschool
Growing Kids Learning Center - Goshen
KinderCare Learning Center
*Niles Cedar Lane Alternative
*Niles Eastside Connections STEM club
*Niles WestSide School
St. Vincent
*South Bend Success Academy
Community Events
Concord Mall
Elkhart City -Centennial Bridge Ceremony
ETHOS
4-H Fair
*Ft. Wayne STEM Conference (Girl Scouts)
Goshen Arbor Day - Reith Interpretive Center
Goshen Health @ Fair Grounds
Heart City Health Fair
Memorial Day Parade
Middlebury Riverfest
Nappanee Public Library
*National Science Teacher Convention (Chicago)
NIBCO Health Fair
St. Thomas - Science Night
St. Vincent Fair
*South Bend Library -Science Alive
Wellfield Botanical Gardens
Young Professionals
*Out of District Visits



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 Kovach
50575 Briarton Ct, Elkhart IN 46514
2. **Title or Position with Governmental Entity:** Director of Secondary 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):** Wendy Kovach (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):
Wendy Kovach (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, Wendy Kovach, as a teacher with 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.

Susan C. Daiber, Board President

Karen S. Carter, Board Vice Pres.

Douglas K. Weaver, 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:

Wendy Kovach
(Signature of Public Servant)

Date (month, day, year):

September 12, 2017

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.

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.
WNDU "One School at a Time" grant	WNDU	Bristol Physical Education Dept.	Michael Pflugner	\$1,000	Money will be used to help fund Skatetime Roller Skating Program at our School.	Roller Skating is a curriculum based aerobic experience that promotes activity and wellness. Plus students will love it. The goal is to introduce an activity that will last a life time	All Money will go towards the rental cost of Quad Skates for 4 Weeks.
WNDU "One School at a Time" grant	WNDU	Elkhart Memorial High School Marching Band	Kurt Weimer	\$1,000	Food for the Marching Band. Kurt Weimer	This grant money will be used to purchase food for the Marching Band students before football games, on buses and at schools when attending competitions.	Feeding 120 kids can be very expensive. We try to vary the menus of the meals we serve the kids. If we serve WalMart subs, we can spend about \$300. Then we have to add chips and water. We are hoping that \$1000 from Martins would feed a lot of kids.
WNDU "One School at a Time" grant	WNDU	Eastwood Elementary	Evelyn Muniz - Art Teacher	\$1,000	Art materials needed to be replaced as well as adaptive materials for the Intense interventions group of students.	The grant money will be used to replace/replenish materials needed for the students in the GE classes as well as buy materials for the intense interventions group that need a more tactile approach to art and lack some of the fine motor skills necessary to complete most art projects (i.e., adaptive scissors, model magic clay, washable finger-paints, etc.)	<p>GE Art Classes: \$400 Crayola colored pencils classroom boxes (4 boxes) Prang watercolor pans (classic colors, 5 boxes of each color - 12 in each box) Strathmore sketch pads (20)</p> <p>Intense Interventions Class: \$600 Adaptive Blue Loop scissors (5) Crayola Magic clay (2 pound buckets, assorted colors) Crayola washable finger-paints (primary colors, 5 of each) Lakeshore Heavy Duty Chubby Brushes (10 color set, 2 sets) Lakeshore Foam Paint Rollers (12 in each pack, 3 packs) Lakeshore Learning Dot Art Painters (6-color set, 3 sets) Lakeshore Big Barrel of Art Sponges (1)</p>

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.
WNDU "One School at a Time" grant	WNDU	Cleveland Elementary	Bri Tribbett	\$1,000	The grant funds will be used to purchase the books for our novel study. The funds will also provide me with the materials needed to teach the concepts in the novel. My principal, Kelly Carmichael will oversee the management of the grant along with myself.	The funds will allow me to purchase a class set of The Misfits by James Howe and Inside Out & Back Again by Thanhha Lai. These books directly relate to our school's No Bullying policy and will help me reinforce the idea of accepting everyone. My students will benefit tremendously from these books, especially as they leave for middle school next year. These books will also present several areas of study we must cover this year including theme, main details, character building, and vocabulary. It will also help develop some social studies themes like immigration, integration, and acceptance.	<p>\$200- Used for the purchase of books</p> <p>\$100- Used for the materials needed for a novel study unit</p> <p>\$200-Used for the supplies for the students, including paper for photocopies, journals for reflection & writing, etc.</p>

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Elkhart Memorial

Class/Group: Varsity Volleyball

Number of Students: 10-15

Date/Time Departing: Friday, Sept. 22nd (after school)

Date/Time Returning: Saturday, Sept 23rd @ 9pm

Destination: Muncie, IN.

Overnight facility: Coach's Family City State

Mode of transportation: School Mini bus

Reason for trip: Varsity Volleyball Invite
@ Murrell Central H.S.
on 9/23/17

Names of chaperones: 3-4 adults: J. Rost,
J. Hunschoot, A. Bushou, M. Troyer

Cost per student: 0

Describe Plans for Raising Funds or Funding Source: N/A

Plans to defray costs for needy students: N/A

Are needy students made aware of plans? N/A

Signature of Teacher/Sponsor: Jacqueline RA

Signature of Principal: SM Date: _____

Send to Assistant Superintendent for Instruction for approval and for submission to Board of School Trustees

Approval of Assistant Superintendent: [Signature]

Date: 8/31/17

Approval by Board: _____

(All overnight trips require prior approval by Board Policy IICA.)

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Elkhart Memorial

Class/Group: Varsity Volleyball

Number of Students: 10-15

Date/Time Departing: Friday, Oct. 6th (after school)

Date/Time Returning: Saturday, Oct 7th (about 8pm)

Destination: Carmel, IN

Overnight facility: Hotel in Carmel City State

Mode of transportation: School Mini bus

Reason for trip: Varsity Volleyball Invite
@ Carmel H.S.
on 10/7/17

Names of chaperones: 3-4 adults: J. Rost,
J. Homschoot, A. Bushou, M. Troyer

Cost per student: 0

Describe Plans for Raising Funds or Funding Source: N/A

Plans to defray costs for needy students: N/A

Are needy students made aware of plans? N/A

Signature of Teacher/Sponsor: Jacqueline RA

Signature of Principal: Cay Date: 8/30/17

Send to Assistant Superintendent for Instruction for approval and for submission to Board of School Trustees

Approval of Assistant Superintendent: @mewrath Date: 9/31/17

Approval by Board: _____

(All overnight trips require prior approval by Board Policy IICA.)

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Pinewood Elementary School
Class/Group: 6th Grade Classes
Number of Students: ~ 115
Date/Time Departing: Tuesday Oct ~~24~~ 24, 2017 9:00 AM
Date/Time Returning: Thursday Oct ~~26~~ 26, 2017 2:00 PM
Destination: Camp Friedenswald Cassopolis Michigan
City State
Overnight facility: Camp Friedenswald (Cabins)
Mode of transportation: School Bus
Reason for trip: 6th Grade Environmental Outdoor Experience
with a focus on ecology and the effects organisms
have on each other. Also, a team building experience.

Names of chaperones: Ryan Smaka, Ryan Laniski, Shannon Wingard,
Lindsay Burnett + Parents (~20 parents)
Cost per student: \$ 85.00

Describe Plans for Raising Funds or Funding Source: Peeler sale to help students offset cost
Plans to defray costs for needy students: PTO will offer scholarships for needy students
Are needy students made aware of plans? Yes.

Signature of Teacher/Sponsor: Ryan Smaka
Signature of Principal: Melinda Shaw Date: 8/25/17

Send to Assistant Superintendent for Instruction for approval and for submission to Board of School Trustees

Approval of Assistant Superintendent: Amycrath Date: 8/31/17

Approval by Board: _____

(All overnight trips require prior approval by Board Policy IICA.)

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: September 7, 2017
 TO: Dr. Robert Haworth, Superintendent
 FROM: Dr. Dawn McGrath *Dawn J. McGrath*
 RE: **Conference Leave Requests**
September 12, 2017 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
<p>AP TIP-IN FALL CONFERENCE</p> <p>This conference will help us to plan an effective course with a passing score as the goal.</p> <p>Indianapolis, IN September 15, 2017 (1 day's absence) KASEY LUTRELL - MEMORIAL (0-0) JULIE TYRAKOWSKI - MEMORIAL (1-4) HEATHER WALKER - MEMORIAL (1-3)</p>	\$1,668.01	\$285.00
<p>INDIANA PRINCIPAL LEADERSHIP INSTITUTE</p> <p>This conference is designed to help beginning administrators become effective instructional leaders and comfortably assume the role of a building administrator. This is a two-year professional development program.</p> <p>Indianapolis, IN September 18, 2017 (1 day's absence) MICAH LAMBERT - FEESER (1-3)</p>	\$365.24	\$0.00
<p>ADVANCED INDIANA FALL CONFERENCE</p> <p>This conference will explore the new AdvancED protocols to guide institutions through a personalized and meaningful improvement experience.</p> <p>Indianapolis, IN September 21 - 22, 2017 (2 day's absence) CARY ANDERSON - MEMORIAL (1-3) LATOSHA ANDREWS-BONDS - MEMORIAL (0-0) JILL BALCOM - BRISTOL (1-3) KEVIN BEVERIDGE - EASTWOOD (1-3) CYNTHIA BONNER - PIERRE MORAN (1-3) KELLY BROWN - FEESER (1-3) KELLY CARMICHAEL - CLEVELAND (1-3) HOLLY CONLEY - RIVERVIEW (1-3) LINDSEY COX - WEST SIDE (1-3) HOWARD EDWARDS - ROOSEVELT (1-3) GARY GARDNER - OSOLO (1-3) JASON GRASTY - CENTRAL (1-3) JAYME IANNARELLI - CLEVELAND (0-0) SARA JACKOWIAK - NORTH SIDE (1-3) LORINDA KLINE - PIERRE MORAN (0-0) MICAH LAMBERT - FEESER (4-6) JONATHAN LEVAN - WOODLAND (1-3)</p>	\$19,058.38	\$1,330.00

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
STEPHANIE MARKS - BRISTOL (1-3) VAL PRILLER - BEARDSLEY (1-3) LISA REGAN - DALY (1-3) PAULINE REINKING - PINWOOD (0-0) HELENIA ROBINSON - ROOSEVELT (1-3) ALYCE SAAL - DALY (1-3) FRANK SERGE - CENTRAL (1-3) MINDY SHAW - PINWOOD (1-3) BRADLEY SHEPPARD - ESC (1-3) JULIE STILWELL - NORTH SIDE (0-0) KRISTIE STUTSMAN - WEST SIDE (1-3) NINA SWARTZLANDER - MONGER (0-0) JENNIFER WAKEMAN - WOODLAND (1-3) APRIL WALKER - MONGER (0-0)		
PUBLIC RADIO REGIONAL ORGANIZATIONS SUPER-REGIONAL This conference will contain conversations about the future of public radio and its funding. Minneapolis, MN September 26 - 28, 2017 (4 day's absence) ANTHONY HUNT - WVPE (1-2)	\$1,878.70	\$0.00
2017 ANNUAL INDIANA TEACHERS CONFERENCE: INDIANA IN THE CIVIL WAR This conference will provide additional knowledge on Indiana's involvement in the Civil War and Reconstruction. Information on the new required elective course Indiana Studies will also be provided. Indianapolis, IN September 28, 2017 (1 day's absence) NATALIE SCHULTZ - WEST SIDE (1-3)	\$0.00	\$95.00
PURDUE LEADERSHIP DEVELOPMENT PROGRAM WORKSHOP This program focuses on technology integration K-12 and includes a number of specialists in this area. West Lafayette, IN October 5 - 6, 2017 (2 day's absence) CYNTHIA KEELING - EACC (0-0) WILLIAM KOVACH - ESC (3-11)	\$792.89	\$0.00
INDIANA COUNCIL OF ADMINISTRATORS OF SPECIAL EDUCATION This conference will provide information on best practices and legislative issues regarding special education. French Lick, IN October 5 - 6, 2017 (2 day's absence) KATHY MENTZ - ESC (1-3) TINA NORTHERN - ESC (1-3)	\$1,525.00	\$0.00
2017 NACEP (NATIONAL ALLIANCE OF CONCURRENT ENROLLMENT PARTNERSHIPS) NATIONAL CONFERENCE This conference will provide information on how to build a more effective Dual Credit Program. Washington, DC October 8 - 11, 2017 (3 day's absence)	\$5,940.00	\$380.00

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
GAIL DRAPER - CENTRAL/MEMORIAL (0-0) STEFANIE FOSTER - MEMORIAL (1-3) SUMMER RUNYAN - MEMORIAL (1-4) AMY STINE - CENTRAL (0-0)		
AMERICAN ASSOCIATION FOR ADULT AND COMMUNITY EDUCATION This conference will provide information for development, marketing and funding resources as we move forward in continuing education. Memphis, TN October 31 - November 3, 2017 (4 day's absence) DARCEY MITSCHELEN - EACC (3-10)	\$1,704.00	\$0.00
INDIANA AHPERD (ASSOCIATION FOR HEALTH, PHYSICAL ACTIVITY, RECREATION, AND DANCE) STATE CONFERENCE This conference will provide ways to stay up-to-date on best practices in curriculum and instruction and to gather information on the latest assessment tools. Indianapolis, IN November 2 - 3, 2017 (2 day's absence) AMY GARRETSON - CENTRAL (0-0)	\$500.83	\$190.00
IASP (INDIANA ASSOCIATION OF SCHOOL PRINCIPALS) CONFERENCE This conference will allow me to network with other principals while also attending breakout sessions that deal with various principal role topics. Indianapolis, IN November 16 - 19, 2017 (1 day's absence) MICAH LAMBERT - FEESER (3-5)	\$849.30	\$0.00
PURDUE LEADERSHIP DEVELOPMENT PROGRAM WORKSHOP This program focuses on technology integration K-12 and includes a number of specialists in this area. West Lafayette, IN January 24 - 26, 2018 (2 day's absence) CYNTHIA KEELING - EACC (1-3)	\$378.40	\$0.00
INDIANA PRINCIPAL LEADERSHIP INSTITUTE This conference is designed to help beginning administrators become effective instructional leaders and comfortably assume the role of a building administrator. This is a two-year professional development program. Indianapolis, IN February 5, 2018 (1 day's absence) MICAH LAMBERT - FEESER (2-4)	\$365.24	\$0.00
FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)		
INDIANA UNIVERSITY'S GROUPS RECOMMENDER'S WORKSHOP This workshop is essential in giving low-income at risk students the opportunities to be admitted to attend IU through the groups program. Bloomington, IN	\$740.36	\$0.00

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
September 10 - 11, 2017 (1 day's absence) CAMILLE EVANS - MEMORIAL (0-0) REGINA ROBERSON - CENTRAL (1-4)		
	\$35,766.35	\$2,280.00
2016 YEAR-TO-DATE GENERAL FUNDS	\$17,026.09	\$2,545.00
2017 YEAR-TO-DATE GENERAL FUNDS	\$13,238.82	\$190.00
2016 YEAR-TO-DATE OTHER FUNDS	\$193,206.37	\$23,505.00
2016 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
2017 YEAR-TO-DATE OTHER FUNDS	\$181,496.07	\$9,855.00
2017 YEAR-TO-DATE ADJUSTMENTS	(\$270.00)	\$0.00
GRAND TOTAL	\$404,697.35	\$36,095.00

(Figures in parentheses are the number of conferences & the number of absence days previously approved for the current school yr.)

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: September 7, 2017
 TO: Dr. Robert Haworth, Superintendent
 FROM: Dr. David Benak *DRB*
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant
 September 12, 2017 - Board of School Trustees Meeting**

2017- 2018 CONFERENCES	EXPENSES	SUBSTITUTE
<p>CELL Early College Meeting/Professional Development</p> <p>As Director of the EACC, CELL Early College Meeting/Professional Development provides ongoing support for Early College and Polytechnic programming.</p> <p>Indianapolis IN September 13, 2017, November 8, 2017, February 7, 2018 & April 18, 2018 David Benak (0-0)</p> <p>Leadership</p>	<p>\$1,256.00</p>	<p>\$0.00</p>
<p>Lung Force Health Professionals Program</p> <p>This is a mandatory seminar to keep my certification as a TB educator and to be able to certify students for administering TB tests and reading the results. Medical students will need this information for their careers.</p> <p>Indianapolis IN September 19, 2017 Laurie Hund-Schieber (1-0)</p> <p>Certification</p>	<p>\$439.60</p>	<p>\$95.00</p>
<p>Indiana ACTE Conference</p> <p>The Indiana ACTE Conference will provide information on CTE administrative and instructional practices. Attendance will provide pertinent knowledge for program improvements, emerging state trends, and efforts needed to promote the EACC</p> <p>Indianapolis IN September 21 & 22, 2017 David Benak (1-2) Brandon Eakins (0-0) Angee Gortney (0-0)</p> <p>Leadership Instructional Leadership</p>	<p>\$1,340.56</p>	<p>\$95.00</p>

2017- 2018 CONFERENCES	EXPENSES	SUBSTITUTE
Project Excel Professional Development for Cosmetology & Business Instructors This is a mandatory professional development to maintain the college credit agreement with Vincennes University Vincennes IN September 28 & 29, 2017 Amy Stutzman (0-0) Tracy Plank-Teegarden (0-0) College Credentials	\$200.00	\$190.00
TOTAL	\$3,236.16	\$380.00
2017-18 YEAR-TO-DATE PERKINS FUNDS	\$3,060.12	\$0.00
GRAND TOTAL	\$6,296.28	\$380.00



TO: DR. ROBERT HAWORTH
FROM: MS. CHERYL WAGGONER
DATE: SEPTEMBER 12, 2017

PERSONNEL RECOMMENDATIONS * REVISED 9/12/17*****

CERTIFIED

- a. **Consent Agreement** – We recommend the approval of four consent agreements regarding unpaid time.
- b. **New Certified Staff** – We recommend the following new certified staff for employment in the 2017-18 school year:

Austin Conner	Memorial/Science
Elizabeth Fawcett	Pinewood/Grade 6
Jessica Leatherman	Daly/Art
Sara Nelson	Riverview/ENL (temporary contract)
Carrie Shank	Pinewood/Music
Cristina Wiltse	Beardsley/Grade 4

- c. **Maternity Leave** – We recommend a maternity leave for the following employees:

Kaylie Dvorak Begin: 9/29/17	Beardsley/Grade 1 End: 10/13/17
Kaleigh Estrup Begin: 10/9/17	Riverview/Grade 1 End: 6/6/18
Holly O’Connell Begin: 9/28/17	Pinewood/Grade 2 End: 11/9/17

- d. **Parental Leave** – We recommend a parental leave for the following employee:

Randi Weidman Begin: 8/28/17	Woodland/Special Education End: 6/6/18
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- e. **Rescind Maternity Leave** – We recommend rescinding a maternity leave for the following employee:

Jessica Schibley

Central/Science

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

Melissa Butner

Began: 9/19/16

Beck/Music

Resign: 5/26/17

Anne Ledebur

Began: 8/15/17

Beardsley/Grade 4

Resign: 8/17/17

Kathleen Malas

Began: 8/15/17

Pierre Moran/Special Education

Resign: 8/18/17

Diego Mendoza

Began: 8/16/10

Pierre Moran/Intervention

Resign: 9/7/17

CLASSIFIED

- a. **Resignation** – We report the resignation for the following classified employees:

Kathy Aistrop

Began: 1/27/16

Hawthorne/Food Service

Resign: 9/29/17

Tori Bubac

Began: 2/10/17

Feeser/Food Service

Resign: 8/16/17

Bobbie Denney

Began: 8/04/15

Monger/Food Service

Resign: 9/04/17

Matthew Hensley

Began: 2/25/04

Tech Services/Tech Network Engineer

Resign: 9/29/17

Connie Jones

Began: 8/22/16

Beardsley/Food Service

Resign: 9/15/17

Diana Liptak

Began: 8/22/06

Daly/Misc. Title I/III Parent Support

Resign: 6/1/2016

- b. **Termination** – We report the termination for the following classified employees:

Marissa Meyer

Began: 8/29/16

Riverview/Paraprofessional

End: 8/21/17

Board Policy 3120.01s



Obra Vavrek
Began: 5/31/16

Riverview/Custodian
End: 9/06/17
Board Policy 3120.01s

c. **New Hires** – We recommend regular employment for the following classified employees:

Barbara Anguiano
Began: 6/05/17

WVPE/Sr. Reporter & Assign. Editor
PE: 8/31/17

Elizabeth Gilvin
Began: 4/26/17

Memorial/Food Service
PE: 9/05/17

Edward Goins
Began: 4/13/17

Transportation/Bus Driver
PE: 8/24/17

Rosemary Wilson
Began: 7/10/17

Roosevelt/Custodian
PE: 9/05/17

