### AGENDA FOR BOARD OF SCHOOL TRUSTEES REGULAR MEETING

### Elkhart Community Schools Elkhart, Indiana

### August 14, 2018

### CALENDAR

Aug	14	5:30 p.m.	Executive Session, J.C. Rice Educational Services Center
Aug	14	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Aug	21	7:00 a.m.	Public Work Session, J.C. Rice Educational Services Center
Aug	28	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Aug	28	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Sep	11	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Sep	11	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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- A. CALL TO ORDER/PLEDGE
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. GIFT ACCEPTANCE The administration recommends Board acceptance with appreciation of recent donations made to Elkhart Community Schools.
- E. MINUTES

July 24, 2018 - Regular Board Meeting

F. TREASURER'S REPORT

Consideration of Claims

Public Hearing of Land Disposition by Exchange

Resolution of the School Board Approving Possible Exchange of Real Property

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

<u>Extra-Curricular Purchase Requests</u> - The Business Office seeks Board approval of extra-curricular purchase requests.

G. NEW BUSINESS

<u>Board Policy 5771 – Search and Seizure</u> - The administration presents revisions to Board Policy 5771 – Search and Seizure for initial consideration.

<u>Administrative Regulation JFG-2 – Personal Search</u> - The administration presents revisions to Administrative Regulation JFG-2 – Search and Seizure for initial review.

<u>Board Policy 6605 - Crowdfunding</u> - The administration presents new Board Policy 6605 – Crowdfunding for initial consideration.

<u>Administrative Regulation KII - Crowdfunding</u> - The administration presents new Administrative Regulation KII – Crowdfunding for initial review.

<u>Board Policy 3422.07S – Executive Assistants' Salary Schedule</u> - The administration presents revisions to Board Policy 3422.07S – Executive Assistants' Salary Schedule, and asks to waive 2<sup>nd</sup> reading.

<u>Board Policy 3422.12S – Employees in Miscellaneous Positions</u> <u>Compensation Plan</u> - The administration presents revisions to Board Policy 3422.12S – Employees in Miscellaneous Positions Compensation Plan, and asks to waive 2<sup>nd</sup> reading.

<u>Board Policy 3422.155</u> - Permanent Substitute Teachers' Compensation Plan - The administration presents revisions to Board Policy 3422.155 – Permanent Substitute Teachers' Compensation Plan, and asks to waive 2<sup>nd</sup> reading.

<u>2019 Board Meeting Schedule</u> – The administration presents the proposed Board of School Trustees meeting schedule for 2019 for initial consideration.

<u>School Services Secondary Agreement - The Crossing</u> – The administration requests approval of the Agreement with The Crossing.

<u>Grants</u> – The administration seeks Board approval for the submission of grants as recommended by the administration.

H. PERSONNEL

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

<u>Certified and Classified Staff</u> - See the report and recommendations of the administration.

I. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

J. ADJOURNMENT



#### STUDENT SERVICES PHONE: 574-262-5540

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

DATE: August 2, 2018

TO: Mr. Mark Mow, Interim Superintendent Board of School Trustees

FROM: Anthony England, Assistant Superintendent of Student Services

RE: Donation

We received a check in the amount of \$1,000.00 from Special Olympics Indiana, Inc. This donation will be used for expenses associated with our Unified track meets.

Please send a letter of acknowledgement and appreciation to:

Special Olympics Indiana, Inc. 6200 Technology Center Drive Suite 105 Indianapolis, IN 46278



PIERRE MORAN MIDDLE SCHOOL



То:	Elkhart Community School Board of Trustees
FROM:	Cynthia Bonner
	PRINCIPAL, PIERRE MORAN MIDDLE SCHOOL
DATE:	August 08,2018
RE:	BOARD APPROVAL FOR GIFT ACCEPTANCE

Mr. & Mrs. William & Elaine Marohn have donated \$7,000.00 to Pierre Moran Middle School to be used in Mrs.Tamara Tidey's classroom to purchase collaboration tables and chairs.

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

Mr. & Mrs. William & Elaine Marohn

4004 Timber Cove

Elkhart, IN 46514

Respectfully submitted,

pathia Sonner

Cynthia Bonner

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### MINUTES OF THE REGULAR MEETING OF THE BOARD OF SCHOOL TRUSTEES

### Elkhart Community Schools Elkhart, Indiana July 24, 2018

J. C. Rice Education p.m.	al Services Center, 2720	California Rd, Elkhart – 7:00	Place/Time
Board Members Present:	Karen S. Carter Douglas K. Weaver Jeri E. Stahr	Susan C. Daiber Glenn L. Duncan Carolyn R. Morris	Roll Call
Absent:		Rodney J. Dale	
	ter called the regular mee The Pledge of allegiance w	eting of the Board of School vas recited.	Call to Order/Pledge
Dr. Brad Sheppard r	The Elkhart Promise		
Mrs. Carter discussed the invitation to speak protocol.			Protocol
of \$500.00 from	Phyllis Tubbs to Elkhar the purchase of state	with appreciation a donation t Memorial's (MHS) extra- championship rings for the	Gift Acceptance
By unanimous action, the Board approved the following minutes: July 10, 2018 – Regular Board Meeting July 17, 2018 – Public Work Session			Approval of Minutes
By unanimous action, the Board approved payment of claims totaling \$4,211,740.79 as shown on the July 24, 2018, claims listing. (Codified File 1819-05)			Payment of Claims
The Board received a financial report for the period January 1 – June 30, 2018 and found it to be in order.			Financial Report
Kevin Scott, chief financial officer, reported the following fund loans have been repaid effective June 29, 2018: \$688,000 from Fund 0250 Retirement/Severance Bond Fund to Fund 0200 Debt Service Fund; \$972,000 from Fund 0350 Capital Projects Fund to Fund 0420 Bus Replacement Fund; and \$219,000 from Fund 0160 Referendum Tax Levy fund to Fund 0420 Bus Replacement Fund.			Fund Loans
,			School Technology Advance Account Petition

Mr. Scott gave a brief review of the Annual Financial Report for the 2017-2018 school year. (Codified File 1819-07)

By unanimous action, the Board granted permission for the administration to hold the annual auction at 9:00 am on Saturday, August 18<sup>th</sup> at the service building located at 1135 Kent Street. Bartel & Company will advertise and facilitate the auction.

By unanimous action, the Board approved an extra-curricular purchase request from MHS for a sound system for varsity baseball in the amount of \$2,413.37.

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 1819-08)

Mr. Scott provided the monthly insurance update. In response to Board inquiry, Mr. Scott indicated the next update would include the number of members on the plan for comparison.

The Board reviewed Administrative Regulation JFCA - Guidelines for Secondary Athletics, as initially presented at the June 26<sup>th</sup> regular meeting. Doug Thorne, district counsel/chief of staff, explained the suggested changes were made to align with IHSAA guidelines as to the number of courses a student must pass.

The Board reviewed new course offerings for the 2018-2019 school year: Film Literature HS0531; Intro to Computer Science HS3651/HS3662 and Peer Tutoring HS9661/HS9672. In response to Board inquiry, Dr. Sheppard indicated when new courses are offered they are aligned with IDOE academic standards and are monitored through observation and assessments. (Codified File 1819-09)

By unanimous action, the Board confirmed the submission of a grant to the Indiana Department of Homeland Security for Secured School Safety Grant program for all elementary schools and technology for a \$50,000 matching grant. (Codified File 1819-10)

By unanimous action, the Board approved the submission of the following grants: Community Oriented Policing Services for the School Violence Prevention Program to fund cost of training for local law enforcement in preventing student violence; Bureau of Justice Assistance for Threat Assessment and Technology Reporting Program to fund forming a threat assessment team; Governor of Indiana for 50 free handheld metal detectors. (Codified File 1819-10)

Annual Financial Report

School Auction

Extra Curricular Purchases

Fundraiser Approval

Monthly Insurance Update

Administrative Regulation JFCA

New Course Offerings

Grant Confirmation

Grant Submission approval By unanimous action, the Board approved the submission of the Elkhart Education Foundation 2018-2019 Fall Extracurricular grants as reported by EEF Executive Director, Ashley Molyneaux: Memorial High School – girls basketball for \$3,700 for training and outfitting excellence; boys soccer \$800 for Help us Play and Help us Eat!; volleyball for \$900 Purdue Team Camp; Unified Track for \$800 for State Champion Rings; Theatre for \$3,500 for One for the Money, Two for the Show; and Academic Competition teams for \$1,500 for Charging Minds. Central High School – boy's soccer for \$700 for team warm-up jerseys; softball for \$2,768.85 for softball pitching machine; cross country team for \$2,500 for player packs; Art café for \$3,500. Mary Feeser Elementary for \$4,000 for peaceful playground. (Codified File 1819-10)

By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration on the July 24, 2018 listing. (Codified File 1819-11)

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

Appointment of the following two (2) administrators, effective August 1, 2018:

Dr. Bradley Sheppard - Asst Superintendent of Instruction Dr. Dawn McGrath - Director of Special Services.

Employment of the following fourteen (14) certified staff members for the 2018-2019 school year:

Mackenzie Bontrager - grade 3 at Hawthorne Tara Butler - social worker at Memorial Amanda Corda - social studies at North Side Peggy DeLanghe - kindergarten at Eastwood Stan Karagiannis - language arts at Elkhart Academy Dana Lawdenski - science at Central Kent Miller - mathematics at Central Lindsey Morehouse - grade 3 at Roosevelt Rychard Nagy - grade 6 at Osolo Cheri Puetz - grade 6 at Pinewood Debra Robinson - special education at Hawthorne Caroline Stopiak - physical education at Monger ShayInn Tinkel - academic dean at Hawthorne Sharon Tipton - science at North Side

Retirement of certified staff member, James Wooten, grade 5 at Mary Daly, with 17 years of service.

Elkhart Education Foundation

Conference Leaves

Personnel Report

Administrative Appointment

Certified Employment

Certified Retirement

Resignation of the following sixteen (16) certified staff members effective on dates indicated: Philip Cartwright - grade 6 at Daly, 6/8/18 Melissa Danner - special education at Central, 8/14/18 Katherine Greene - speech pathologist at PACE, 6/8/18 Franchesca Hawkins - special education at Memorial, 6/8/18 Ann Jagla - FACS at Memorial, 6/8/18 Karen Kijak - special education at Central, 6/8/18 Stephanie Kimmerly - asst principal at Roosevelt, 6/18/18 John Pletcher - math at Central, 6/8/18 Nouri Marrakchi - ASL at Memorial, 6/8/18 Jacqueline Moore - special education at Feeser, 6/8/18 Kathy Nusbaum - social studies at Central, 6/8/18 Kyan Smaka - grade 6 at Pinewood, 6/8/18 Victoria Toney - supv of special education at ESC, 7/31/18 Aaron Turner - grade 6 at Roosevelt, 6/8/18	Certified Resignation
Retirement of the following two (2) classified employees on dates indicated; with years of service in parenthesis: Thomas Doke - maintenance engineer at Memorial, 8/31/18; (11) Mark Firtl - lead electrician at Building Services, 7/31/18; (16)	Classified Retirement
Resignation of the following two (2) classified employees effective on dates indicated: Tara Butler - social worker at Bristol, 6/8/18 Corey Mull - Tech Support Tech at Tech Services, 7/17/18	Classified Resignation
Regular employment for the following two (2) classified employees who have successfully completed their probationary periods, on dates indicated: Curtis Hines - custodian at Central, 7/16/18 Joe Wilson - custodian at Central, 7/16/18	Classified Employment
Unpaid leave of absence for classified employee, Sara Troncoso, bus driver at Transportation, beginning 11/7/18 and ending on 11/19/18.	Leave of Absence
Cheryl Waggoner, director of human resources, reported 67 teaching positions have been filled for the 2018-2019 school year; and there is still a need to fill special education openings, food services, transportation, and paraprofessionals.	From Staff
The Board heard from an audience member on her concern regarding communication to parents of changes made at Mary Beck Elementary; the need for more male coaches at the Elementary level and the safety of students walking to school.	From the Audience

Board President Karen Carter reported the search for Superintender	۱t
has begun and the University Superintendent Search Team has bee	n
engaged to assist the district.	

Board member Carolyn Morris shared her appreciation to the Elkhart Education Foundation for their ongoing support.

The meeting adjourned at approximately 7:42 p.m.

APPROVED:

Karen S. Carter, President

Douglas K. Weaver, Vice President

Jeri E. Stahr, Secretary

Susan C. Daiber, Member

Rodney J. Dale, Member

Glenn L. Duncan, Member

Carolyn R. Morris, Member

Adjournment

From the Board

Signatures

### RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART "COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, REGARDING POSSIBLE SALE OF CERTAIN LAND VIA AN EXCHANGE

WHEREAS, the Board of School Trustees (the "Board") of the Elkhart Community Schools, Elkhart County, Indiana (the "School Corporation"), would like to explore the disposition of approximately 3.79 acres of land and the buildings and other improvements located thereon, all of which are currently owned by the School Corporation, identified as Parcel Number 20-02-31-301-011.000-026 and located at the address commonly known as 1704 West Bristol Street, Elkhart, Indiana (the "Property"); and

WHEREAS, the Board believes it is in the best interest of the School Corporation for such disposition to be in the form of an exchange of the Property to the highest qualified bidder for vacant property located adjacent to the property on which all or a portion of the School Corporation's existing Building Trades Building, existing Auto Trades Building and existing Cold Storage Building are located; and

WHEREAS, in accordance with Indiana law the Board needs to appoint two licensed appraisers to appraise the Property, hold a public hearing regarding the disposition of the Property via an exchange prior to approving the exchange of the Property and publish notice requesting bids on the disposition of the Property via an exchange prior to the actual exchange of the Property; and

WHEREAS, notice of such public hearing to be held at this meeting and prior to adopting this Resolution has been published in accordance with Indiana law.

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

Section 1. The Board hereby determines it is in the best interest of the School Corporation for the Property to be sold and the disposition of the Property to be in the form of an exchange via public sale to the highest qualified bidder for vacant property located adjacent to the property on which all or a portion of the School Corporation's existing Building Trades Building, existing Auto Trades Building and existing Cold Storage Building are located.

Section 2. The Notice of the Disposition of Real Estate Via an Exchange presented to the Board at this meeting is hereby approved.

Section 3. The Board hereby appoints J. Wilsey Appraisal Co. and Shultz Appraisal Services, Inc. as the two appraisers licensed under Indiana Code 25-34.1, as amended, to appraise the Property. The Board hereby authorizes each of the Superintendent of the School Corporation or the Interim Superintendent of the School Corporation (collectively, the "Superintendent"), the District Counsel/Chief of Staff of the School Corporation (the "Chief of Staff") and the Chief Financial Officer of the School Corporation (the "Chief Financial Officer") to approve the appraisal to be submitted to the School Corporation by each of the appraisers as long as the Superintendent, Chief of Staff or Chief Financial Officer determine such appraisals to be acceptable.

Section 4. The public hearing on the disposition of the Property held by the Board earlier in this meeting is hereby ratified and approved, and the Notice of Public Hearing presented to the Board at this meeting is hereby ratified and approved.

Section 5. Each of the Superintendent, the Chief of Staff and the Chief Financial Officer is hereby authorized to publish the Notice of the Disposition of Real Estate via Exchange of Property as required by law.

Section 6. Each of the President of the Board (the "President"), the Secretary of the Board (the "Secretary"), any other officer of the Board, the Superintendent, the Chief of Staff or the Chief Financial Officer or their respective designee (the "Designee") is hereby authorized to execute any and all documents and to take any and all actions which such person deems necessary or appropriate to fulfill the intent of this Resolution. Any and all documents executed by the President, the Secretary, any other officer of the Board, the Superintendent, the Chief of Staff or Staff or Chief Financial Officer in connection with the actions contemplated by this Resolution and any and all actions previously, or to be, taken by the President, the Secretary, any other officer of Staff or Chief Financial Officer in connection with the actions contemplated by this Resolution and any and all actions contemplated by this Resolution, including, but not limited to, the publishing of the Notice of the Public Hearing, are hereby ratified and approved.

PASSED AND ADOPTED this 14<sup>th</sup> day of August, 2018.

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

AYE		<u>NAY</u>
ATTEST:		
Secretary of the Board of School Trustees		

DMS JJQ 12932813v1

# Elkhart Community Schools

Proposed School Fundraising Activities August 14, 2018, Meeting of Board of School Trustees

		Date(s) of	Date	
School/Organization	Fundraising Activity Description/Purpose	Activity	Submitted	Sponsor(s)
	A Port-a-Pit chicken sale will be held at the back			
MHS Girls Basketball	side of Memorial High School. Proceeds will be used	8/21/2018	7/26/2018	Brent Curry
	for equipment for outside training.			
	A pancake breakfast will be hosted at Applebees on			
MHS Girls Basketball	Cassopolis St. Proceeds will be used to purchase	9/8/2018	7/26/2018	Brent Curry
	equipment for outside training.			
	Team members will sell mums to family and friends.	9/1/2018		
Memorial Boys Soccer	Proceeds will be used to offset play pack costs.	-	7/24/2018	Todd Sheely
		10/1/2018		
	Please note the following fundraiser is presented			
	for confirmation only.			



ELKHART MEMORIAL HIGH SCHOOL 2608 California Road • Elkhart, IN 46514 Phone: 574-262-5600

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

July 23, 2018

Mr. Kevin Scott Chief Financial Officer Elkhart Community Schools 2720 California Road Elkhart, IN 46514

Dear Mr. Scott:

This letter serves as a formal request for permission to purchase a Slushy Machine from Amazon for use in the varsity football, inside, and baseball/softball concession stands. This purchase will be paid out of the Elkhart Memorial High School Extra-Curricular fund.

The total cost for this equipment is \$1,599.99 and will be deducted from the EMHS Extra-Curricular fund.

Thank you for your time and consideration in this matter.

Sincerely,

Jacquie Rost Athletic Director

cc: Cary Anderson



INTERNAL MEMO

To: MR. Mow BOARD OF SCHOOL TRUSTEES

FROM: KEVIN SCOTT

DATE: AUGUST 14, 2018

## SUBJECT/ EXTRA CURRICULAR PURCHASE

The Business Office recommends Board approval of purchase of the following items from extra-curricular funds:

SCHOOL/ACCOUNT ITEM

Memorial Extra Curricular Account Slushy Machine

\$1,599.99

AMOUNT

#### **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

STUDENTS <u>Proposed Revised</u> 5771/page 1 of 4

### SEARCH AND SEIZURE

The Board recognizes its obligation to balance the privacy rights of its students with its responsibility to provide student, faculty, and authorized visitors with a safe, hygienic, and alcohol/drug-free learning environment.

In balancing these competing interests, the Board directs the Superintendent to utilize the following principles:

#### A. School Property

School facilities such as lockers and desks are school property provided for student use subject to the right of the Superintendent and his/her designee to enter the facility as needed and inspect all items in the facility searched. Students shall not have an expectation of privacy in any facility provided by the school and shall not be permitted to deny entry to a Corporation administrator by the use of a lock or other device.

#### B. Student Person and Possession

Prior to a search of a student's person and personal items in the student's immediate possession, consent of the student shall be sought by an administrator. If the student does not consent, such a search shall be permitted based only upon the administrator's own reasonable suspicion to believe the search will produce evidence of a violation of a law, school rule, or a condition that endangers the safety or health of the student or others. Searches of the person of a student shall be conducted and witnessed by a person of the same gender as the student and shall be conducted in a private place. A searched student's parent or guardian shall be notified of the search within twenty-four (24) hours if possible.

Searches, pursuant to this policy, shall also be permitted in all situations in which the student is under the jurisdiction of the Board as defined by I.C. 20-33-8-14.

#### BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS

STUDENTS <u>Proposed Revised</u> 5771/page 2 of 4

Permission for a student to bring a vehicle on school property shall be conditioned upon consent of the search of the vehicle and all containers inside the vehicle by a school administrator with reasonable suspicion to believe the search will produce evidence of a violation of law, a school rule, or a condition that endangers the safety or health of the student driver or others. The student shall have no expectation of privacy in any vehicle or in the contents of any vehicle operated or parked on school property.

The Superintendent may request the assistance of a law enforcement agency in implementing any aspect of this policy. Whenever law enforcement officers participate in a search on school property or at a school activity pursuant to a request from the Superintendent, the search shall be conducted by the law enforcement officers in accordance with the legal standards applicable to law enforcement officers and law enforcement agency policies.

#### C. Breath Test Instruments

Administrators are authorized to arrange for the use of breath-test instruments for the purpose of determining if a student has consumed an alcoholic beverage. It is not necessary for the test to determine blood-alcohol level, since the Board has established a zero tolerance for alcohol use.

#### D. Use of Dogs

The Board authorizes the use of specially-trained dogs to detect the presence of drugs or devices such as bombs on school property under the conditions established in the Superintendent's administrative guidelines.

### <u>E.</u> <u>Use of Metal Detectors (Reasonable Suspicion)</u>

When the school administration has reasonable suspicion to believe weapons are in the possession of an identified student, the administration is authorized to use a mobile metal detector to search the student. Any search of a student's person as a result of the

#### BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS

#### STUDENTS <u>Proposed Revised</u> 5771/page 3 of 4

activation of the detector will be conducted in private and in accordance with the policy on personal searches. Only school personnel who have been trained in the usage of metal detectors, law enforcement officers assigned to the school corporation, or school resource officers shall operate the metal detectors under the direction of the administration.

## <u>F.</u> <u>Use of Metal Detectors (Administrative Search)</u>

In view of the escalating school violence, the potential presence of weapons in our schools, and the school corporation's duty to maintain a safe learning environment, the Board of School Trustees authorizes the use of metal detectors to check a student's person or personal effects. Only school personnel who have been trained in the usage of metal detectors, law enforcement officers assigned to the school corporation, or school resource officers shall operate the metal detectors under the direction of the administration.

- School officials or law enforcement officers may conduct metal
   detector checks of groups of individuals if the checks are done
   in a minimally-intrusive, nondiscriminatory manner. Metal
   detector checks of groups of individuals may not be used to
   single out a particular individual or category of individuals.
- If a school official or a law enforcement officer has reasonable suspicion to believe a particular student is in possession of an illegal or unauthorized metal-containing object or weapon, he or she may conduct a metal detector check of the student's person and personal effects.

Notice of the Board policy and procedures on the use of metal detectors will be sent to parents and students and posted on the websites of the school corporation and of each middle and high school.

The Superintendent shall develop procedures for implementing this policy. The metal detector checks will be done only in accordance with the provisions of the Board policy and procedures by school personnel or law enforcement officers under the supervision of the school administrator

#### **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

STUDENTS Proposed Revised 5771/page 4 of 4

Anything found in the course of a search pursuant to this policy which constitutes evidence of a violation of a law or a school rule or which endangers the safety or health of any person shall be seized and utilized as evidence if appropriate. Seized items of value shall be returned to the owner if the items may be lawfully possessed by the owner. Seized items that may not lawfully be possessed by the owner shall be turned over to law enforcement.

The building administrator shall promptly record in writing the following information for each search pursuant to this policy:

- A. the information upon which the search was based
- B. the time, date, location, students, or places searched, and persons present
- C. a description of any item seized and its disposition
- D. the time and date of notice to the parent or guardian in the case of the search of the person of a student

The Superintendent shall prepare administrative guidelines to implement this policy.

I.C. 20-33-8-32 U.S. Constitution, 4th Amendment

© NEOLA 2007

January 1, 2017August 14, 2018

#### PERSONAL SEARCH

The principal, or another member of the school staff designated by the principal and acting at the direction of the principal, may search the person of a student who is on school property, or at a school-sponsored activity, if the staff member has reasonable grounds for suspecting that the search will reveal evidence that the student has violated or is violating either the law or school rules. Searches of the person of a student shall be limited to:

- 1. Searches of the pockets of a student's clothing;
- 2. Searches of any object in the possession of the student, such as a purse, briefcase, bookbag, or similar object;
- 3. A "pat down" of the exterior of a student's clothing; and/or
- 4. Searches of outer garments, such as a hat, coat, jacket or footwear.

Searches of the person of a student which require removal of clothing other than outerwear such as a hat, coat, jacket or footwear shall not be conducted by school personnel.

In the event a student refuses to permit such a search, such refusal shall create a presumption, admissible in any suspension or expulsion proceeding, that the student has violated the school rule requiring that students submit to reasonable searches by authorized staff members, which violation shall be considered grounds for suspension or expulsion proceedings. Prior to the admission into evidence of any such presumption, the hearing officer or panel must hear evidence of reasonable cause and make a finding that reasonable cause for the search existed. If not rebutted to the satisfaction of the hearing officer or panel, the presumption shall be sufficient to support a suspension or expulsion recommendation.

Personal searches of a student shall be conducted in a manner which is consistent with a balancing of the student's expectation of privacy as against the school's obligation to discover and eliminate illegal and/or prohibited items, protect the health, safety and welfare of students and school personnel, and generally promote good school order and educational purposes. In deciding to make a personal search, and in determining the extent of such a search, factors taken into consideration may include the following:

- 1. The student's age, history and school record;
- 2. The prevalence and seriousness of the perceived problem in the school;
- 3. The perceived need for a search without delay;
- 4. The probative value and reliability of the information justifying the search; and

Page 2 Personal Search

5. The school official's prior experience with the student.

A "pat down" search conducted by school officials of the person of a student shall be done in a private room by an official of the same sex as the student being searched. At least one, but not more than three, additional adults of the same sex as the student being searched shall witness, but not participate in, the search. The parent or guardian of any student searched shall be notified of the search as soon as reasonably possible. <u>NOTE</u>: The requirements described in this paragraph do not apply to searches of objects in the student's possession such as book bags or purses nor shall they apply to searches of coats, hats, footwear and other outer garments.

The student shall be given the opportunity to be present during a search of property or objects in his or her immediate possession.

When items are seized or confiscated as a result of the search of a student's person or of objects in the possession of a student, each item seized shall be identified (tagged) and not co-mingled with any other items. A receipt shall be issued to the student or lawful custodian of the student from whom the items were seized.

### USE OF METAL DETECTORS -- PROCEDURES

The following procedures for the use of metal detectors in the schools are developed pursuant to Board policy on the Use of Metal Detectors. The Superintendent may modify or expand these procedures in any manner consistent with the Board's policy.

A notice will be posted in a central location at each middle and high school stating weapons are not permitted at school and students may be required to submit to a metal detector check. In addition, the metal detector policy and these procedures will be included in the student handbooks for each middle and high school. Notice of the Board policy and procedures on the use of metal detectors will be sent to parents and students of each middle and high school on a regular basis throughout the school year. A notice must be sent out before the beginning of school and at least once per semester during the school year. The superintendent will determine the specific dates when the notice will be sent out throughout the school year.

#### Metal Detector Random Checks

- A. A principal, with the approval of the Superintendent, may decide to conduct a random metal detector check on all students before entering the school at the beginning of the school day, or he or she may select a group of students to be checked at random on a neutral, nondiscriminatory basis. The group selected for a random check may be a classroom(s), a bus(es), or any other group of students determined by the principal in accordance with these procedures and board policy. Metal detector checks of groups of individuals may not be used to single out a particular individual or category of individuals.
- B. Before conducting the metal detector checks, the participating administrator or

law enforcement officer ("officer") will explain the scanning process to students, emphasizing the checks are intended to maintain safe schools.

- C. An administrator or officer will escort each student with his or her personal effects into a designated area to proce ed with the metal detector check. An adult will closely observe students to make sure no objects are removed from pockets or personal effects.
- D. The administrator or officer will ask the student to remove all metal-containing objects from his or her clothing and personal effects. The administrator or officer will then scan the student without touching his or her body and scan the outside of the student's personal effects. The metal detector scan of the student's person will be done by an adult who is the same sex as the student. If the student refuses to cooperate, the administrator or officer may proceed with the check in the presence of another adult.
- E. If the metal detector is activated during the scanning of the student's effects, the administrator or officer will ask the student to open the bag, purse, etc., and the officer will proceed to look for weapons. If the metal detector is activated during the scanning of the student's person, the student will be given a second opportunity to remove any metal-containing object from his person. A second scan will be conducted and if the metal detector is activated again, an administrator or officer of the same sex will conduct a pat-down search of the student's outer clothing in the area where the metal detector was activated. The pat-down search will be done in a private room or area and in the presence of an adult witness, when feasible. If the administrator or officer feels an object on the student's person, the student will be given an opportunity to remove the object. If he or she refuses, the administrator or officer will remove the object from the student in the presence of an adult witness of the same sex.

#### Metal Detector Checks of Individual Students

Before conducting a metal detector check of an individual student, the administrator or officer must have individualized reasonable suspicion the student is in possession of an illegal or unauthorized metal-containing object or weapon. The provisions of the Board policy regarding personal searches and the use of metal detectors shall be followed under these circumstances.

If a properly conducted search yields a weapon or any other illegal material, it shall be turned over to the proper legal authorities for disposition.

<u>NOTE</u>: The use of metal detectors or similar devices to scan objects in the possession of a student is not considered to be a personal search and is not subject to this regulation.



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### CROWDFUNDING

This policy applies to the use of any form of crowdfunding utilizing an online service or website-based platform for the financial benefit or gain of the School Corporation – be it a specific classroom, grade level, department, school, or curricular or extra-curricular activity. For purposes of this policy, "crowdfunding" refers to a campaign to collect typically small amounts of money from a large number of individuals to finance a project or fundraise for a specific cause. Through the use of personal networking, social media platforms, and other Internet based resources, funds are solicited or raised to support a specific campaign or project.

Crowdfunding activities aimed at raising funds for a specific classroom or school activity, including extra-curricular activity, or to obtain supplemental resources (e.g., supplies or equipment) which are not required to provide a free appropriate public education to any students in the classroom may be permitted, but only with the specific approval of the Board.

All crowdfunding activities are subject to this policy and other applicable Board policies including, but not limited to, Policy 5830 – Student Fundraising, Policy 9211 – Corporation-Support Organizations, and Policy 9700 – Relations with Special Interest Groups as well as any administrative guidelines approved by the Superintendent to implement this policy.

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### **CROWDFUNDING**

The following procedures must be complied with for all crowdfunding campaigns conducted or overseen by School Corporation employees for activities related to or undertaken as a part of their job assignments. These procedures do not apply to crowdfunding campaigns a staff member may pursue for non-Corporation related activities, in which case the employee's affiliation with the Corporation may not be referenced and Corporation resources may not be used. Staff members are prohibited from using the Corporation's or school's name or any identifying features unless the staff member fully complies with the procedures outlined below.

### Crowdfunding Platform Approval

The Superintendent shall develop a list of approved crowdfunding websites/services, and staff members are permitted to conduct crowdfunding campaigns using one of the approved sites/services only.

### **Applications & Pre-Approval of Content**

Prior to beginning a campaign and making the initial posting of the project on an approved crowdfunding site, the staff member must submit and obtain approval of an application to the Principal:

- <u>A</u> <u>A budget for the project for which the campaign will be raising the funds or supplies and equipment and a description of how the project will be administered. Campaigns shall not be used for the purposes of raising funds for compensation and/or benefits.</u>
- B. A copy of any narratives submitted as testimonials in order to solicit the funds on the website along with any photos the staff member wants to use on the crowdfunding site. Postings describing the purpose and rationale for conducting the crowdfunding campaign may not reflect negatively upon the Corporation, its programs and services, or its staff and students. When describing the purpose of the crowdfunding project, staff members are prohibited from identifying specific students and/or their areas of disability or need. Additionally, postings should in no way state or imply the funds and/or equipment/supplies received through the crowdfunding campaign are necessary in order for students to be appropriately served and educated. Any photos and any information contained in the narratives must protect student privacy and comply with FERPA.
- <u>C.</u> <u>A copy of the biographical information or personal profile utilized by</u> <u>the staff member on the crowdfunding site.</u>
- D. Confirmation funds raised and/or the items purchased by the crowdfunding site will go directly from the crowdfunding site to the Principal of the school who will be benefitted by the funds/items.

The Principal will review the application along with the text utilized in any crowdfunding materials to verify the proposed project and posting 1) will not create any legal liabilities, 2) complies with Board policy and administrative guidelines, and 3) does not violate State and Federal laws and regulations. The Principal should pay particular attention to verify the posting does not infringe on student privacy rights and intellectual property laws. If a principal receives a request for curriculum or technology resources, the request must also obtain approval from Instructional Leadership and Technology Services respectively.

If a Principal identifies an issue which may have legal implications, s/he is required to notify the Superintendent so the Corporation's legal counsel may be consulted prior to the Principal rendering a decision on the proposal or posting.

- A. <u>The Board shall have final decision-making authority on granting</u> permission for a crowdfunding proposal or posting.
- B. <u>Once the project and its materials are approved, the posting may be</u> submitted to the crowdfunding site and the campaign commenced.
- C. <u>Staff members may use Corporation Technology Resources to carry out</u> <u>approved crowdfunding activities.</u>
- D. <u>Unless required by the Fair Labor Standards Act, staff members are</u> not entitled to additional compensation for their work on crowdfunding <u>campaigns.</u>

Campaigns will be limited in duration, as set forth in the application.

When the project is approved, the staff member/sponsor will provide the Superintendent with any information needed for the Corporation to receive donated funds directly from the crowdfunding site.

Once the funds or supplies/equipment purchased by the crowdfunding site with the proceeds of the campaign are received, they will be made available to the staff member for the express purpose of fulfilling the stated purpose of the project. The staff member, in conjunction with the Principal, is responsible for making sure any funds received are used for the express purpose for which they were raised; the employee must submit to the Principal documentation of any expenditure of the funds, including any purchases made with those funds. Such documentation must be submitted within 30 days of the expenditure.

All funds raised and materials donated are considered the property of the Corporation and shall remain in the Corporation in the event the staff member who ran the crowdfunding campaign terminates his/her employment with the Corporation.

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#### BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS

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#### EXECUTIVE ASSISTANTS' SALARY SCHEDULE

The Board of School Trustees hereby adopts the following wage schedule for Executive Assistant positions, effective January 1, 2018. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

#### Annual Base Salary Amount

Each year the Superintendent and/or his/her designee(s), and the Executive Assistants on this schedule shall meet and determine a recommendation to the Board regarding the annual base salary and policy changes affecting these staff members. The year shall be January 1 to December 31.

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#### Salary Factor Range and Review

A. Each Executive Assistant shall be assigned a salary factor range which shall serve as a range for salaries applicable to that given position. This salary factor range is intended to reflect the actual degree of responsibility in a particular assignment, as well as the expected minimal amount of time required to perform the responsibilities. Such salary factor range takes into account both qualitative and quantitative aspects of a particular assignment.

Salary Factor Range*	Assignment
.92 - 1.09	Executive Assistant to Superintendent of Schools
.8097	Executive Assistant to Chief Financial Officer and Chief Operating Officer
.8097	Executive Assistant to District Counsel/Chief of Staff
.8097	Executive Assistant/Human Resources
.8097	Executive Assistant/Student Services
.8097	Executive Assistant/Instructional Leadership

\* Apply factor to base amount of \$55,500

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Upon an individual's assignment as an Executive Assistant, the Director of Human Resources, with input from the Superintendent and the staff member's immediate supervisor, shall:

- 1. determine "recognized" previous experience in the Elkhart Community Schools.
- 2. determine the staff member's placement on the salary factor range on the basis of previous experience in the Elkhart Community Schools and other experience and training.
- B. The placement on the salary factor range shall be reviewed annually by the immediate supervisor(s) of the Executive Assistant and any recommendation for change shall be submitted to the Superintendent for review and a final decision regarding range placement.
- C. Any Executive Assistant, acting in his or her own behalf, may appeal the established salary factor or the salary factor range. Such appeal shall first be made to the staff member's immediate supervisor(s). If said appeal results in an unsatisfactory decision to the appellant, then an appeal may be made to the Superintendent. The Superintendent's decision shall be final.

#### Performance Award

Executive Assistant's will be eligible for an annual performance award up to \$1,000. The performance award will be based upon the Executive Assistant's accomplishments in the performance of duties exceeding normal expectations. Administrators who supervise Executive Assistants are to make a recommendation to the Superintendent for an award. All awards must be approved by the Superintendent prior to payment.

#### <u>Insurance</u>

A. Health

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee, working 30 or more hours per week, who is a member of

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the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans provided by the Board.

B. Life

All Executive Assistants shall be provided a group term life insurance policy with a face value equal to the annual salary of each staff member rounded up to the next thousand dollars multiplied by two. The Board will pay ninety percent (90%) of the annual cost of the insurance.

The retiring Executive Assistants may participate in the group term life insurance policy through age seventy (70) (with the exception that such coverage shall not include accidental death or dismemberment) in a face amount as indicated in the preceding paragraph by paying one hundred percent of the group rate premium in excess of that provided in Section 4, Retirement Benefits, paragraph B, Life Insurance.

C. Disability

All Executive Assistants who qualify shall be provided a long term disability insurance policy. Such policy will provide payment of not less than sixty six and two thirds (66 2/3) percent of salary after a waiting period of ninety (90) calendar days of disability. The Board will pay ninety percent (90%) of the annual cost of the insurance.

D. Liability - Automobile

The employer shall provide primary liability insurance coverage for Executive Assistants who drive school corporation automobiles while performing job duties and responsibilities and secondary liability insurance coverage for Executive Assistants who drive their personal automobiles while performing job duties and responsibilities. Such secondary coverage will begin above the minimum liability required by law or after the executive secretary's liability insurance limit has been reached, whichever is higher, and will extend to the maximum limit of insurance carried by the corporation.

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#### Definitions and Eligibility Requirements for Retirement, Severance, Disability and Death Benefits

- A. Definitions
  - 1. "Retirement" is defined as the mutually agreeable cessation of the employment relationship between an Executive Assistant and Elkhart Community Schools by such individual who had made written application for PERF benefits.
  - 2. "Severance" is defined as the mutually agreeable cessation of the employment relationship between an Executive Assistant and Elkhart Community Schools.
- B. Eligibility Requirements
  - 1. Retirement

Any Executive Assistant who had ten (10) years or more of recognized service and has reached the age of fifty-five (55), or has twenty (20) years or more of recognized service and has reached the age of fifty (50) years, and who is serving in such capacity at the time of retirement, will be eligible for retirement benefits provided the following conditions are met:

The staff member shall notify his or her supervisor in writing of his or her intent to retire no later than twelve (12) months before the effective date of such retirement. This notice may be waived by the Board.

2. Severance

Any Executive Assistant who has completed at least six (6) months of active employment with Elkhart Community Schools will be eligible for severance benefits if he or she submits a written resignation to the Director of Human Resources which specifies the last date of employment and which is delivered to the Director of Human Resources at least twenty (20) working days prior to the last day of employment.

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- 3. Disability or Death Prior to Age Fifty (50)
  - a. The staff member who becomes permanently disabled (physically or mentally) or dies prior to age fifty (50) and has met the ten (10) year requirement shall be paid severance benefits under this policy. Benefits will be paid at the time of disablement and in the case of death, benefits will be paid to the decedent's estate or designated beneficiary.
  - b. <u>Death</u> In addition to the severance benefits provided for in other sections of this policy, upon the death of the staff member, their estate or designated beneficiary shall receive an amount equal to the number of days of accumulated sick leave times the staff member's daily salary.

The surviving unmarried dependent spouse of any Executive Assistant shall be entitled to participate in the basic group health insurance program through age seventy (70) by paying 100% of the premiumuntil eligible for Medicare by paying one hundred percent (100%) of the premium.

#### **Retirement Benefits**

A. Health Insurance

An Executive Assistant who retires from the Elkhart Community Schools and who satisfies the provisions of Section 3-B-1 of this policy may use the amounts held in his/her separate VEBA account, established pursuant to applicable resolutions adopted by the Board of School Trustees and this policy, to pay the full cost of health insurance offered by the Board to its employees provided the following conditions are met:

1. Immediately following retirement, the Executive Assistant and spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter

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- a. While the retired Executive Assistant and spouse, if any, remain enrolled in the health insurance plan, the retired Executive Assistant and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
- b. Within ninety (90) days of the retirement date, the Executive Assistant has provided a written request to Elkhart Community Schools for continuing insurance coverage for the Executive Assistant and spouse, if any.
- 2. When a retired Executive Assistant becomes eligible for Medicare, the Executive Assistant's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired Executive Assistant's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with the applicable Federal and state laws that establish an eligible Executive Assistant's right to continue health insurance for the Executive Assistant and spouse.
- B. Life Insurance

The retiring staff member may participate in the group term life insurance policy through age seventy (70) (with the exception that such coverage shall not include accidental death or dismemberment) in an amount equal to the life insurance, as per Section 2-I-B, by paying 100% of the group rate premium for life insurance in excess of that provided in the following schedule:

- 1. Period through age sixty-five (65) equal to last salary
- 2. Period age sixty-six (66) through seventy (70) \$10,000
- 3. Beyond age seventy-one (71) 0

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C. 401(a) Retirement Plan for Executive Assistants employed during the 2005-06 school term.

The Board of School Trustees shall establish a qualified 401(a) Retirement Plan for each Executive Assistant employed during the 2005-06 school term. An Executive Assistant must meet the requirements of Section 3-B-1 of this policy to be vested in the 401(a) Retirement Plan.

The 401(a) Retirement Plan's terms and conditions for administration of the Retirement Plan shall be as follows:

- 1. The amount calculated for each Executive Assistant will be invested in a separate account. There will be no co-mingling of accounts and each Executive Assistant may determine how his/her account shall be invested among the investment options made available by the investment vendor for this 401(a) Retirement Plan. In addition to the foregoing contribution, the Elkhart Community Schools will contribute one-half percent (.5%) of each Executive Assistant's monthly base salary effective with the commencement of the 2007-2008 school year.
- 2. Until such time that the Executive Assistant has properly retired from employment with Elkhart Community Schools by having given a proper written notice and actually retiring from employment, the Executive Assistant shall have no access to the assets held in his/her separate 401(a) Retirement Plan Account.
- 3. If an Administrator or Executive Assistant dies or severs employment before satisfaction of the vesting requirements set forth in this agreement, the terminated employee's 401(a) Retirement Plan account shall be forfeited. The forfeited amount shall be reallocated at the end of each plan year only among the remaining separate 401(a) Retirement Plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the Retirement Plan accounts of the 401(a) following Administrators and Executive Assistants will not share in the reallocation of a forfeiture of a 401(a) Retirement Plan account:

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- a. Administrators and Executive Assistants who forfeited their 401(a) Retirement Plan accounts in the same year.
- b. Administrators and Executive Assistants who previously forfeited their 401(a) Retirement Plan accounts.
- c. Administrators and Executive Assistants who have attained the age of fifty-nine (59) and terminate employment in or before the year of reallocated forfeiture.

The 401(a) Retirement Plan accounts of Administrators and Executive Assistants who have attained the age of fifty-nine (59), but have not retired from employment with Elkhart Community Schools may share in the reallocated forfeitures, but on a reduced actuarial basis.

4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired Executive Assistant may elect to commence distributions from his/her 401(a) Retirement Plan account. If an employee dies after having satisfied the requirement of this policy, the deceased Executive Assistant's 401(a) Retirement Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate, if no beneficiary has been made. At no time may a participant borrow from his/her 401(a) Retirement Plan account.

#### Severance Benefits

The employer shall establish a qualified 401(a) Severance Plan for each Executive Assistant employed during the 2005-06 school term. The total sum of the amount calculated by Educational Services Corporation as the present value of severance benefits calculated under the terms of this policy in effect on January 1, 2006, shall be contributed to each Executive Assistant's individual Severance Plan. In addition, to the foregoing contribution, the Elkhart Community Schools will contribute one-half percent (.5%) of each Executive Assistant's monthly base salary effective with the commencement of the 2005-06 school year.

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An Executive Assistant must meet the requirements of Section 3-B-2 of this policy to be vested in the 401(a) Severance Plan.

The 401(a) Severance Plan's terms and conditions for administration of the 401(a) Severance Plan shall be as follows:

- A. The amount calculated for each Executive Assistant will be invested in a separate account. There will be no co-mingling of accounts and each Executive Assistant may determine how his/her account shall be invested among the investment options made available by the investment vendor for this 401(a) Severance Plan.
- B. Until such time that the Executive Assistant has properly severed employment by having given a proper written notice and actually severing employment, the Executive Assistant shall have no access to the assets held in his/her separate 401(a) Severance Plan account.
- C. If an Administrator or Executive Assistant dies or severs employment before satisfaction of the vesting requirements set forth in this policy, the terminated Administrator or Executive Assistant's 401(a) Severance Plan shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Severance Plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) Severance Plan accounts of the following Administrator and Executive Assistants will not share in the reallocation of a forfeiture of a 401(a) Severance Plan account.
  - 1. Administrators and Executive Assistants who forfeited their 401(a) Severance Plan accounts in the same year.
  - 2. Administrators and Executive Assistants who previously forfeited their 401(a) Severance Plans
  - 3. Administrators Executive Assistants who have attained the age of fifty-nine (59) and terminate employment in or before the year of reallocated forfeitures.

The 401(a) Severance Plan accounts of Administrators and Executive Assistants who have attained the age of 59, but have not terminated employment may share in the reallocated

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forfeiture, but on a reduced actuarial basis.

- 4. Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the employer. Said individual shall be treated as a "new employee" and only be entitled to the benefits for Executive Assistants hired after July 1, 2006. However, if the Board approves a leave of absence for an Executive Assistant, such period of leave shall not result in forfeiture, provided the Executive Assistant promptly returns to employment upon expiration of the period of leave.
- 5. Following severance and the satisfaction of the requirements set forth in this policy, the severed Executive Assistant may elect to commence distributions from his/her 401(a) Severance Plan account. If an Executive Assistant dies after having satisfied the vesting requirements of this policy, the deceased Executive Assistant's 401(a) Severance Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his/her 401(a) Severance Plan account.

#### **Disability Benefits**

- A. Health Insurance
  - 1. A disabled staff member who is not otherwise eligible for retirement or severance, who severs employment as a result of his/her disability may participate in all or any part of the health insurance program (except long-term disability) until eligible for Medicare at the same cost as for other Executive Assistants.
  - 2. Any future increase in health insurance premiums as a result of this benefit until eligible for Medicare will be calculated annually as a part of the staff member's fringe benefits.
  - 3. This benefit will be discontinued if the disabled staff member becomes employed on a full-time or calendar year basis, or if through other employment qualifies for health insurance

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benefits. The Board reserves the right to request the employment status of the disabled staff member.

#### B. Life Insurance

The disabled staff member may participate in the group term life insurance policy through age seventy (70) (with the exception that such coverage shall not include accidental death and dismemberment) in an amount equal to the life insurance, as per Section 2-I-B, by paying one hundred percent (100%) of the group rate premium for life insurance in excess of that provided in the following schedule:

- 1. Period through age sixty-five (65) equal to last salary
- 2. Period age sixty-six (66) through seventy (70) \$10,000
- 3. Age seventy-one (71) and beyond 0
- C. Financial Benefits

The staff member who qualifies for disability benefits will be given the following benefits:

- 1. Executive Assistants shall be compensated for 1) unused personal business days in the current year of employment, 2) unused vacation days in the current year of employment, and 3) unused vacation days from the previous year of employment.
- 2. One-half percent (.5%) of the highest salary received times the number of years of recognized service in Elkhart Community Schools prior to becoming an Executive Assistant, and
- 3. Two percent (2.0%) of the highest salary times the number of years employed as an Executive Assistant.
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### **Death Benefits**

A. Health Insurance

The surviving unmarried dependent spouse of any Executive Assistant shall be entitled to participate in the basic group health insurance program until eligible for Medicare by paying one hundred percent (100%) of the premium.

B. Financial Benefits

The estate of the Executive Assistant who qualifies will be given the following benefits:

- 1. One-half percent (.5%) of the highest salary received times the number of years employed in the Elkhart Community Schools prior to becoming an Executive Assistant, and;
- 2. Two percent (2.0%) of the highest salary times the number of years employed in an Executive Assistant. In addition, upon the death of the Executive Assistant, the estate or designated beneficiary shall receive an amount equal to the number of days of accumulated sick leave times the Executive Assistant's daily salary.

# 401(a) Plan (between August, 2001 and July 1, 2006)

Effective the 2001-2002 school year, until July 1, 2006, Elkhart Community Schools will begin providing employer contribution into a 401(a) Plan for each Executive Assistant. \$500 for each Executive Assistant will be contributed by March 31, 2002, and one-half percent (0.5%) of each employee's monthly base salary for 2002-2003 will be contributed monthly beginning in September of 2002 until July of 2006. Participants in the 401(a) Plan must have completed ten (10) years of continuous employment with Elkhart Community Schools in order to be vested in the 401(a) Plan.

# VEBA (Voluntary Employee Benefit Account)

A. The Board of School Trustees has established a VEBA (Voluntary Employee Benefit Accounts) pursuant to § 501(c)(9) of the Internal Revenue Code. An Executive Assistant must meet the requirements of Section 3-B-1 and retire from employment with Elkhart

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Community Schools to be vested in the VEBA account.

B. Executive Assistants first employed by Elkhart Community Schools on or after August 1, 2006, or re-employed after a break in service, shall be entitled to a contribution equal to two percent (2%) of each Executive Assistant's salary. This two percent (2%) contribution will be deposited into the VEBA account on a monthly basis as the base salary is paid.

The terms and conditions for the administration of said VEBA accounts shall be as follows:

- 1. The amount contributed for each Executive Assistant will be invested in a separate account. There will be no co-mingling of accounts and each Executive Assistant may determine how his/her account shall be invested among the investment options made available by the vendor for the VEBA.
- 2. Until such time that an Executive Assistant has retired and satisfied the eligibility requirements set forth in this policy, the Executive Assist ant shall have no access to the assets held in his/her separate VEBA account.
- If an Administrator or Executive Assistant retires or otherwise 3. employment before satisfaction terminates of the requirements set forth in this policy, the terminated Administrator or Executive Assistant's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. Therefore, the VEBA accounts of the following Administrators and Executive Assistants will not share in the reallocation of a forfeiture of a VEBA account:
  - a. Administrators and Executive Assistants who forfeited their VEBA accounts in the same year,
  - b. Administrators and Executive assistants who previously forfeited their VEBA accounts; and
  - c. Administrators and Executive Assistants who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated

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forfeiture.

Furthermore, VEBA accounts of Administrators and Executive Assistants who have attained the age of fifty-nine (59) but who have not terminated employment share in the reallocated forfeiture, but on a reduced actuarial basis.

- 4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired Executive Assistant may use the amounts held in his/her separate VEBA account, for example, to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the Executive Assistant, spouse, and dependents. Furthermore, following the death of an Executive Assistant who had otherwise satisfied the requirements of this policy, any amounts remaining in the deceased administrator's VEBA account may continue to be used to pay these premiums and expenses of the Executive Assistant's spouse and dependents. At no time may the VEBA made loans to an employee, his/her spouse, or his/her dependents.
- C. Effective with the commencement of the 2006-2007 school year, the employer will contribute an amount equal to one and one-half percent (1-1/2%) of each Executive Assistant's base salary annually into an individual VEBA account on behalf of each Executive Assistant employed as of 1/1/2006. This annual one and one-half percent (1-1/2%) contribution will be deposited into the VEBA account on a monthly basis as the base salary is paid.
- D. In addition to the ongoing contributions described in paragraph C above, the Employer shall contribute to the VEBA account of each Executive Assistant employed during the 2005-2006 school term an amount representing the present value of the retiree health insurance benefits for Executive Assistants employed by Elkhart Community Schools as of 1/1/2006.

The terms and conditions for the administration of said VEBA accounts shall be as follows:

1. The amount calculated and/or contributed for each Executive Assistant will be invested in a separate account. There will be

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no co-mingling of accounts and each administrator may determine how his/her account shall be invested among the investment options made available by the vendor for the VEBA

- 2. Until such time that an Executive Assistant has retired and satisfied the eligibility requirements set forth in this policy, the employee shall have no access to the assets held in his/her separate VEBA account.
- 3. If an Administrator or Executive Assistant retires or otherwise terminates employment before satisfaction of the requirements set forth in this policy, the terminated Administrator or Executive Assistant's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account.
  - a. Administrators and Executive Assistants, who forfeited their VEBA accounts in the same year,
  - b. Administrators and Executive Assistants who previously forfeited their VEBA accounts, and
  - c. Administrators and Executive Assistants who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of Administrators and Executive Assistants who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired Executive Assistant may use

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the amounts held in his/her separate VEBA account to pay, for example, health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the Executive Assistant, spouse, and dependents. Furthermore, following the death of an Executive Assistant who had otherwise satisfied the requirements of this policy, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the Executive Assistant's spouse and dependents. At no time may the VEBA make loans to an Executive Assistant, his/her spouse, or his/her dependents.

# **Physical Examination and Reports**

Executive Assistants may undergo a complete physical examination on a schedule established by the Superintendent.

#### Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work, except for bus drivers, who should give at least one hour's notice. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an available benefit.

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

## **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

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#### **Illness Absence and Leaves**

Personal/Family Illness Absence

Executive Assistants will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of scheduled paid days in the current year as personal illness days.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

#### Family Illness

- A. All Executive Assistants are allowed up to twenty (20) days' leave annually for illness in the immediate family, which is nonaccumulative and independent of personal illness/family illness policies. Immediate family shall be defined as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, sisterin-law, brother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, stepmother, stepfather, stepchildren, or any other member of the family unit living in the same household. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.
- B. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days.

#### Work-Related Injury

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

#### BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS

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insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

# Personal Leave

Executive Assistants are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

At the end of each calendar year, unused personal leave days shall be transferred to sick leave.

### Support Staff Personal Leave - Procedures

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

Executive Assistants may take personal business leave at any time upon the approval of the supervisor or authorized designee.

#### **Bereavement**

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

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

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

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

### <u>Military Leave</u>

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

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

#### Health Leave

Through Board of School Trustees' action regular classified employees may be granted a health leave after one (1) year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

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

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

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#### <u>Health Leave – Procedure</u>

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- A. After all other available benefit days have been exhausted, or
- B. When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or
- C. Upon receipt of a request for placement on such leave by the Director of Human Resources from the appropriate administrator.

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer

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

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

# Jury and Witness Duty Pay

A. Jury Duty

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

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness,

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

# Parental Leave

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

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

# Adoptive Leave

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

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## Vacations and Holidays

Executive Assistants shall be eligible for fifteen (15) days of vacation each contract year, exclusive of weekends and holidays, at a time(s) approved by the staff member's immediate supervisor(s). Upon completion of five (5) years of employment with the Elkhart Community Schools as an Executive Assistant, or when previous employment provided relatively comparable or executive secretarial experience, an Executive Assistant shall be eligible for twenty-five (25) days of vacation each year.

Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond. Unused vacation days will not be cumulative after the expiration of the eighteen (18) month period and shall at that time be transferred to sick leave and be available for use as sick leave days, provided at no time may more than the number of hours equal to the number of scheduled workdays in the current year accumulate for use as sick leave.

#### <u>Holidays</u>

A. Executive Assistants shall be paid for the following holidays:

New Year's - two (2) days

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Independence Day - two (2) days

Labor Day

Thanksgiving -

Friday immediately following Thanksgiving Day

Christmas - two (2) days

Specific dates for items A-1, 5, & 9 must be approved by the immediate supervisor  $% \left( {{{\rm{S}}_{\rm{B}}}} \right)$ 

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B. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.

December 12, 2017August 14, 2018

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# EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedule for Employees to be effective for January 1, 2018. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	HOURLY	
	WAGE RANGE	
Assistant Supervisor of Transportation	23.54 - 29.07	
Transportation Trainer/Dispatcher	19.61 - 22.92	
Food Service Truck Driver	15.75 - 18.71	
Food Service Receiving/Supply	15.75 - 18.71	
Evening Supervisor of Building Services	20.64 - 25.41	
Food Service Training Specialist	17.84 - 24.99	
Food Service Bids & Commodity Coordinator	16.99 – 26.55	
Executive Chef & Culinary Event Coordinator	16.99 – 26.55	
Quality Assurance Coordinator	19.61 – 22.92	
Production Coordinator	19.61 – 22.92	
Transportation Route/Driver Coordinator	19.61 – 22.92	
Adult/Community Education Non-Contract Teachers	32.06 *	
Building Community Education Coordinator	27.41 - 34.27	
Radio Station Staff Announcer	9.24 - 13.14	
Radio Station Development Assistant	10.75 – 17.19	
School Security Officer	30.00**	
Title I/Funded Pupil/Program/Parent Support Person	19.58 - 28.52	
Title I/Building Translator/Interpreter	<u> 19.58 – 28.52</u>	
Title I/Building Translator/Parent Liaison	<u> 15.35 – 19.25</u>	
School Parent/Community Liaison	19.58 – 28.52	
District Translator	19.58 – 28.52	
Evening Events Supervisor	14.82	
Asst. Site Coordinator - 21st Century Community Learning Center	14.00	
After-School Community Education Organized Activities Leader	14.00	
After-School Community Education Organized Activities Assistant	9.39	
Deaf/Hard of Hearing Educational Interpreter	16.12 - 30.10	
Early College Data Specialist	24.24 - 27.70	
EACC Testing Specialist	24.24 - 27.70	
21st Century Community Education Program Manager	28.00 - 33.00	
Campus Security – I	12.00 - 20.00	
Campus Security – II	14.00 - 22.00	
* Hourly rate based on .001 of the certified teacher's bas	e salary set forth in	

\* Hourly rate based on .001 of the certified teacher's base salary set forth in Appendix B of the 2017-2018 Master Contract

\*\* Effective August 1, 2017

# BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS

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POSITION	YEARLY	
	SALARY RANGE	
Radio Station Manager	49,673 - 73,798	
Radio Station Development Director	46,748 - 70,738	
Radio Station Business Account Manager	36,896 - 69,562	
Radio Station Program Director	36,896 - 56,766	
Radio Station Senior Reporter and Assignment Editor	31,875 - 46,672	
Radio Station Operations Manager	25,545 - 41,865	
Radio Station Morning Edition Host	28,991 - 45,636	
Radio Station Promotions Manager	29,818 - 44,367	
Radio Station Membership Manager	38,741 - 52,384	
Olweus Bullying Prevention Program Coordinator	42,664 - 57,723	
Assistant Supervisor of Building Services	55,049 - 68,811	
Adult and Community Education Program Manager	63,518 - 74,105	
Data and Assessment Manager	<u>63,518 - 74,105</u>	
Data Specialist	37,619 – 59,116	
Digital Communication Specialist	37,619 - 59,116	
Staff Accountant	40,000 - 50,000	
School Psychologist Intern	36,230	
21st Century Community Learning Center Coordinator	2,500 (per semester)	

An hourly employee who is required to report to work to respond to an emergency outside of the employee's regular work hours will be paid for a minimum of two (2) hours.

#### Fringe Benefits

#### A. Income Protection and Annuities

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

#### B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee, working 30 or more hours per week, who is a member of the group hospitalization, major medical and life insurance program

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### PERSONNEL **Proposed Revised** 3422.12S/page 3 of 15

approved by the Board of School Trustees. Eligible employees' may select one of the plans provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week.

### C. Severance Benefits

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

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment. Vacation days earned in the current year shall also be paid to full-time employees. Payment for unused personal leave and vacation shall be made at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave and unused vacation days.

2. Retirement, Death, or Disability

The benefits listed below are in addition to those in <u>Employees' Fringe Benefits</u>.

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six (6) months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who

### BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS

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retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.

- c. In addition, employees who are fifty five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty five (65) by paying 100% of the premiums in advance at the business office.
- d. A miscellaneous employee who retires at age fiftyfive (55) or older with ten (10) or more consecutive years of service, or a miscellaneous employee who dies with ten (10) or more consecutive years of service is eligible to select one of the following benefits based upon the employee's daily rate at the time of retirement:
  - 1) One (1) day's pay for each full year employed by the Elkhart Community Schools, or
  - 2) At least forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in the Employees employee booklet.

In the case of the death of an eligible employee, this benefit will be paid to the employee's beneficiary.

- e. Any miscellaneous employee who has perfect attendance, other than vacation, bereavement, or personal leave, in any full year subsequent to January 1, 2006, shall be paid the sum of \$100 for each year at the time of retirement. Any employee who is absent for any reason for five (5) or less days, other than vacation, bereavement, or personal leave days, shall be paid the sum of \$50 for each year at the time of retirement.
- D. <u>Change in Classification</u>

### BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS

#### PERSONNEL **Proposed Revised** 3422.12S/page 5 of 15

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

#### Absences

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

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

#### Personal Illness/Family Illness Absence

As used in this section, "immediate family" includes spouse, child, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, daughter-in-law, son-in-law, and any other member of the family unit who is regularly living in the same household as the employee. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

<u>Full-time classified personnel</u> will be allowed the number of hours equal to one workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of hours equal to two hundred (200) days as personal illness.

### **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

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<u>Regular school-year classified employees</u> will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave.

Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to 120 work days. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

#### Job-Related Injury

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

#### <u>Bereavement</u>

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

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

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

### **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

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

#### Military Leave

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

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

#### Health Leave

Through Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

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

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

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### Health Leave - Procedure

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

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

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

#### Personal Leave

Full-time classified personnel are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. Regular school-year classified employees are entitled to the number of hours equal to two (2) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

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#### **Personal Leave - Procedure**

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

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

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

Jury and Witness Duty Pay

#### Jury Duty

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

### **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

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### Witness Duty

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

### Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one (1) year, and are non-renewable.

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

#### Adoptive Leave

An employee who legally adopts a child whose age is less than six (6) years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such

#### **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

PERSONNEL **Proposed Revised** 3422.12S/page 11 of 15

leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Holidays and Vacations

### Definitions

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

### <u>Holidays</u>

A. Full-time classified employees shall be paid for the following holidays, when they occur on days which would have been worked if it were not for that special day, subject to the provisions below:

New Year's - two days

Martin Luther King Jr. Day

Presidents Day

Memorial Day

Independence Day – two (2) days

Labor Day

Thanksgiving - two (2) days

Christmas - two (2) days

#### **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

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- 1. During the winter break (when schools are closed) four (4) days will be allowed as follows:
  - a. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.
  - b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one of these days, in which case an alternate day will be determined.
- 2. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.
- 3. Thanksgiving Day and the day following will be paid holidays.
- 4. Presidents' Day will be a paid holidays.
- B. School-year classified employees shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

Martin Luther King, Jr. Day

Presidents Day

Memorial Day

Labor Day

#### BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS

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Thanksgiving Day and the following Friday (two (2) days)

Christmas Day - (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)

### Vacations

- A. A full-time employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.
- B. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for six (6) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.
- F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
- G. For the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a 12-month position will be granted years of service based on the following conversion formula. **NOTE:** the years of service conversion is <u>only</u> <u>applicable for the purpose of vacation benefits</u>. This computation does <u>not</u> replace the total years of service invested with Elkhart Community

# BOARD OF SCHOOL TRUSTEESELKHART COMMUNITY SCHOOLSProposed I

#### PERSONNEL **Proposed Revised** 3422.12S/page 14 of 15

### Schools for the purposes of Retirement benefits or Staff Recognition.

The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number of years equivalent to a 12-month position. The total number of equivalent years will be rounded up to nearest whole number.

The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.

- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor.
- I. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond.
- J. Only 12-month employees will be entitled to paid vacation days.
- <u>K.</u> Radio Station Manager and Data and Assessments Manager shall be eligible for twenty (20) days of vacation each contract year, exclusive of weekends and holidays, at a time(s) approved by the staff member's immediate supervisor(s). Upon completion of five (5) years of employment with the Elkhart Community Schools in such position, or when previous employment provided relatively comparable experience, said managers shall be eligible for twentyfive (25) days of vacation each year.

Vacation days will be available to the said managers during the twelve (12) months of the calendar year and for six (6) months beyond. Unused vacation days will not be cumulative after the expiration of the eighteen (18) month period and shall at that time be transferred to sick leave and be available for use as sick leave days, provided at no time may more than the number of hours equal



### **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

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to the number of scheduled workdays in the current year accumulate for use as sick leave.

May 8, 2018 August 14, 2018



# **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

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# PERMANENT SUBSTITUTE TEACHERS' COMPENSATION PLAN

### Section 1. PERMANENT SUBSTITUTE TEACHER'S SALARY SCHEDULE

A. The Board of School Trustees hereby adopts the following wage schedule for those classified professional employees to be effective August 2, 2016. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Substitute with	Substitute	<u>Substitute</u>
Bachelors Degree	with	<u>with</u>
and	Substitute	<u>Indiana Teacher's</u>
Substitute Permit	Permit only	<u>License</u>
\$140.00 per day	\$130.00 per day	Daily Rate Based on
180 days	180 days	Experience Pursuant to
\$25,200.00	\$23,400.00	Hiring Schedule

#### Section 2. FRINGE BENEFITS

#### A. <u>Income Protection and Annuities</u>

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

### B. <u>Insurance</u>

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee, working 30 or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board

# **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

# PERSONNEL <u>Proposed Revised</u> 3422.15S/page 2 of 5

will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week. In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Effective January 1, 2015, the Board will pay \$5,500 (for single, full time coverage), \$4,400 (for single, half time coverage), \$11,000 (for family, full time coverage), \$8,800 (for family, half time coverage), or \$11,275 (for family, full time coverage, both employed) of the premium cost of such group plan. The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long term disability insurance policy for employees who work thirty (30) or more hours per week.

## C. <u>Change in Classification</u>

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

# Section 3. ABSENCES

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

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in

# **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

PERSONNEL <u>**Proposed Revised**</u> 3422.15S/page 3 of 5

advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

# Section 4. PERSONAL ILLNESS/FAMILY ILLNESS ABSENCES AND LEAVES

# Personal Illness/Family Illness Absence

Regular school-year classified employees will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave.

Any unused hours will accumulate as illness absence to a total of the number of hours equal to one hundred twenty (120) workdays. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

#### Family Illness

"Immediate family" shall be interpreted as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, or any other members of the family unit living in the same household. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

#### Job-Related Injury

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



# **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

PERSONNEL <u>**Proposed Revised**</u> 3422.15S/page 4 of 5

### Section 5. BEREAVEMENT

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

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

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

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

#### Section 6. MILITARY LEAVE

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service.

This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

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

# **BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS**

PERSONNEL <u>**Proposed Revised**</u> 3422.15S/page 5 of 5

# Section 7. JURY AND WITNESS DUTY PAY

# A. <u>Jury Duty</u>

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

# B. <u>Witness Duty</u>

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

# Section 8. HOLIDAYS

Permanent Substitute Teachers shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Labor Day
- Thanksgiving Day and Friday following (2 days)
- Christmas Day (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)

January 1, 2017August 14, 2018

### ELKHART COMMUNITY SCHOOLS Elkhart, Indiana

### Regular Board of School Trustees' Meetings - 2019

Regular meetings will be held at 7:00 p.m. in the J. C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana unless otherwise noted.

A public work session is held at 5:30 p.m. preceding each regular meeting in the J.C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana unless otherwise noted.

January	8, 2019	July	9, 2019
January	22, 2019	July	23, 2019
February	12, 2019	August	13, 2019
February 5 pm at No. Si	26, 2019 de prior to BB	August	27, 2019
March	12, 2019	September	10, 2019
March	26, 2019	September	24, 2019
April	9, 2019	October	8, 2019
April	23, 2019	October	22, 2019
Мау	14, 2019	November	12, 2019
Мау	28, 2019	November	26, 2019
June	11, 2019	December	10, 2019
June	25, 2019	December	17, 2019*

Any changes to the regular meeting schedule will be determined by Board action and special notice of any variance in date, time, or location will be posted and mailed to persons who have requested the same.

#### Public Work Sessions - 2019

Public work sessions will be held at 7:00 a.m. in the J. C. Rice Educational Services Center, 2720 California Road, Elkhart.

January	15, 2019	July	16, 2019
February	21 and 22, 2019*	August	20, 2019
March	19, 2019	September	17, 2019
April	16, 2019	October	15, 2019
May	21, 2019	November	19, 2019
June	18, 2019	December	17, 2019**
* two-day retreat		** denotes 8:00 a.m.	

The Board's meeting site is accessible to all persons. Any person requiring accommodation or assistance should contact the Secretary to the Board of School Trustees with the School Corporation's administrative office, located at 2720 California Road, Elkhart, Indiana 46514, at 574-262-5506.



THE

School Services Secondary Agreement Elkhart Community Schools - Crossing National, Inc. July 2018 - June 2019

This School Services Agreement ("Agreement") is entered this day of \_\_\_\_\_ . 2018. by and between the Board of School Trustees of Elkhart Community Schools (the "School Corporation") and Crossing National, Inc. (the "Crossing").

- 1. The Parties. The Parties to this Agreement are:
  - Crossing School of Business & Entrepreneurship (Crossing). The Crossing is an a. Indiana non-profit corporation with its administrative office located at 2930 S. Nappanee St., Elkhart, IN 46517; and
  - b. Elkhart Community Schools. Elkhart Community Schools is an Indiana public school corporation with its administrative offices located at 2720 California Road, Elkhart, IN 46514.
- 2. Defined Terms.

As used in this Agreement, the following terms have the meanings described herein:

- a. "Educational Services": means: provision of academic instruction to Enrolled Students meeting the Academic Standards promulgated by the Indiana Department of Education, as amended from time to time.
- b. "Eligible Student" means a student who is either identified by the School Corporation as an Eligible Struggling Student, or a student meeting each of the following criteria:
  - 1. For whom the School Corporation may claim an ADM amount;
  - 2. Between 14 and 20 years of age;
  - 3. No longer enrolled in the School Corporation due to:
    - a. Voluntarily dropping out of school before the Average Daily Membership "ADM" Count day as established by the Indiana Department of Education;
    - b. Assignment to homeschool before the Average Daily Membership "ADM" Count day established by the Indiana Department of Education; or
    - c. Expulsion; and
  - 4. Has failed to thrive in a traditional school environment
- c. "Enrolled Students" means Eligible Students who have enrolled at the Crossing and are in regular attendance at the Crossing.
- d. Monthly Per Capita Fee means the Per Capita Fee divided by ten (10).
- e. "Per Capita Fee" means the greater of:
  - i. Ninety-five percent (95%) of the School Corporation's state-approved Average Daily Membership (ADM) and Complexity Index Amount for each Enrolled Student: or
  - ii. Five Thousand Five Hundred Dollars (\$5,500) for each Enrolled Student.
- "Term" means July 1, 2018 through June 30, 2019. f.
- Provision of Educational Services. The Crossing shall provide Educational Services to 3. address the needs of Enrolled Students.

SCHOOL OF BUSINESS & ENTREPRENEURSHIP

THE

ROSSING

Obligation to Provide Information and Enroll. The School Corporation shall enroll any Eligible Student. Pursuant to Indiana Code § 20-33-2-22(b)(2), the School Corporation shall provide the Crossing with a current dropout and homeschool list upon presentation of a written request.

- 5. <u>Scope of Services to be provided by the Crossing.</u> The Crossing shall function as a dropout prevention and recovery program and will provide educational services to the Eligible Students. The Crossing's instructional services are and will be aligned with the Academic Standards promulgated by the Indiana Department of Education. In addition, the Crossing agrees that the educational services provided pursuant to this Agreement will be provided for three (3) hours each day.
- 6. <u>Accreditation.</u> The Crossing shall maintain its accreditation with the Indiana State Board of Education for the life of this Agreement.
- 7. <u>Reporting</u>. The Crossing shall submit the following reports to the Department of Education. All other reporting requirements shall be submitted by the School Corporation.
  - a. RT (Real Time)
  - b. STN (Student Test Number)
  - c. TL (Test Lab)
  - d. TB (Text Book/Curriculum)
  - e. AT (Attendance)
  - f. CC (Course Completion)
  - g. LM (English Learner)
- 8. <u>Tuition Payment</u>. In consideration for the Crossing's provision of Educational Services to Enrolled Students, the School Corporation will pay the Crossing a tuition payment, due on or before the fifteenth of each month, calculated as follows:
  - a. For Enrolled Students who (i) are enrolled at the Crossing for the entire month, (ii) who are enrolled at the Crossing for at least fourteen (14) calendar days of the month, or (iii) who enroll at the Crossing before the fifteenth day of the month, the Monthly Per Capita Fee;
  - b. For Enrolled Students who enroll at the Crossing after the fifteenth day of the month, fifty percent (50%) of the Monthly Per Capita Fee.
  - c. Examples:
    - i. An Enrolled Student is enrolled at the Crossing for the entire month of February. The Crossing shall bill the School Corporation for the Monthly Per Capita Fee for the month of February for that student.
    - ii. An Enrolled Student withdraws from the Crossing on February 15. The Crossing shall bill the School Corporation the Monthly Per Capita Fee for the month of February for that student.
    - iii. An Eligible Student enrolls at the Crossing on the sixteenth day of February. The Crossing shall bill the School Corporation for fifty percent (50%) of the Monthly Per Capita Fee for the month of February for that student.
    - iv. An Eligible Student enrolls at the Crossing on February 14. The Crossing shall bill the School Corporation for the Monthly Per Capita Fee for the month of February for that student.
  - d. State approved ADM tuition and Complexity Index amounts are subject to change; based upon published IDOE financial updates each July.

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# SCHOOL OF BUSINESS & ENTREPRENEURSHIP

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<u>School Corporation Monies Limited to Secular Purposes.</u> The Crossing shall not direct any payments received from the School Corporation under Paragraph 7 to any program or curriculum that is religious in nature.

- 10. <u>Notice of Spiritual Component.</u> The Crossing shall provide all prospective students and their parent(s) or guardian(s) with the Spiritual Component Disclosure Parental/Guardian and Student Acknowledgement, attached hereto as Exhibit A, which notifies them that the "Family Time" component of the Crossing's curriculum may be faith-based and may involve the discussion or inculcation of religion. The Crossing will not allow any Eligible Student to enroll in the Crossing without first obtaining the written agreement and consent of the student and the student's parent or legal guardian.
- 11. <u>Student Records and Recordkeeping</u>. The holding and monitoring of all student educational records, including, but not limited to, data, ISTEP+ and ECA scores, immunizations, attendance records, work permits and academic credits/transcripts for Enrolled Students will be associated with the School Corporation. The Crossing shall report student credit earning to the School Corporation as described in the Scope of Services to be provided by the Crossing. The School Corporation shall maintain Enrolled Students' cumulative education records and shall provide student grade and credit accounting. Further, the School Corporation shall provide The Crossing with an educational/graduation course plan upon initial enrollment of the Enrolled Student, and will engage in ongoing communication with The Crossing personnel to appropriately follow the provided course plan. The School Corporation will accept the grades and credits as awarded through the Crossing.
- 12. <u>Compliance with Privacy Statutes</u>. The School Corporation shall obtain all consents required by state and federal law before disclosing student information to the Crossing. The Crossing shall treat all student education records received by the School Corporation and generated through the course of its provision of Educational Services as confidential under the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities in Education Improvement Act (IDEIA). The Crossing shall abide by all FERPA and IDEIA requirements concerning the maintenance and disclosure of student education records. The Crossing shall refer any requests from third parties for access to a student's records or to personally identifiable information contained with a student's records to the School Corporation, and shall not disclose such records or information to third parties without the explicit written authorization of the School Corporation.
- 13. <u>Transportation</u>. Neither the School Corporation nor the Crossing is responsible to provide bus transportation for students attending the Crossing.
- 14. Eligible Students with Disabilities.
  - a. <u>Enrollment Criteria</u>. Eligible Students with disabilities may enroll at the Crossing, unless such disability causes the Eligible Student to be classified as MICD, Moderate, Severe or Profoundly Mentally Disabled, or similar equivalent, or the Eligible Student has an Intelligence Quotient (IQ) below 70.
  - b. <u>Approval Required</u>. Eligible Students with disabilities may enroll at the Crossing, provided that such enrollment is approved by: (a) the case conference committee; (b) the Eligible Student's parent or guardian; and (c) the School Corporation.
  - c. <u>Allocation of Duties and Funding Associated with Eligible Students with</u> <u>Disabilities.</u> The School Corporation shall retain any special education funding
SCHOOL OF BUSINESS & ENTREPRENEURSHIP

> associated with an Enrolled Student with disabilities. The School Corporation shall assume all responsibilities associated with Enrolled Students with disabilities, including, but not limited to, writing and implementing Individual Education Plans (IEP's). With regard to serving Enrolled Students with disabilities, the Crossing will act as a teacher of service. The Crossing shall participate in all case conference meetings associated with an Enrolled Student with Disabilities.

- 15. <u>Student Discipline</u>. The Crossing will operate under its own policies and guidelines regarding appropriate discipline for Enrolled Students. The Crossing maintains the right, at its sole discretion, to discipline, suspend, or expel an Enrolled Student.
- 16. <u>Students Dismissed from the Crossing</u>. If an Enrolled Student is dismissed from the Crossing, the Crossing will provide the School Corporation with written notice of such dismissal within five (5) school days and the Enrolled Student will be transferred back to the School Corporation for state reporting purposes.
- 17. Insurance.

THE

ROSSING

- a. <u>Required Property and Liability Insurance Coverages</u>. Throughout the Term, the Crossing shall maintain policies of insurance providing the following coverages, written by an insurance carrier with a minimum AM Best Rating of A-:
  - Comprehensive general liability insurance and school leaders errors and omissions coverage, including bodily injury and property damage coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate with an insurance carrier with a minimum AM Best Rating of A-, VII. Such coverage shall protect against the acts or omissions of The Crossing, its officials, employees, and agents
  - 2. Auto liability coverage with a liability limit of \$1,000,000 per occurrence.
- b. <u>Required Workers' Compensation Coverage.</u> The Crossing shall maintain workers' compensation coverage as required by the Indiana Worker's Compensation Act.
- c. <u>The School Corporation as Additional Insured.</u> The insurance policies required by section 17(a) and 17(b) shall name the School Corporation as an additional insured, and include a waiver of subrogation in favor of the School Corporation.
- d. <u>Required proof of insurance</u>. Before the start of each policy period, the Crossing shall provide the School Corporation with a copy of a certificate of insurance demonstrating compliance with this Paragraph 17.
- e. <u>Required notification of cancellation</u>. The Crossing shall immediately forward to the School Corporation any notice of cancellation or non-renewal of policies providing the coverage required by this Paragraph.
- f. <u>Claims Submission Requirement</u>. The Crossing shall not refuse to submit a claim to its insurance carrier or fail to pursue insurance reimbursement in a manner that would reduce the School Corporation's indemnity rights under this Agreement.
- 18. <u>Indemnity</u>. The Crossing hereby agrees to protect, indemnify, and hold harmless the School Corporation and it board members, officers, agents, attorneys, and employees from every liability, claim lawsuit, demand, right of action, loss, cost, damage or expense

(including attorney's fees) for any and all injury, death, or damage of any kind which arises out of, is connected with, or relates to this Agreement and any act or omission on the part of The Crossing.

### SCHOOL OF BUSINESS & ENTREPRENEURSHIP

- 19. <u>Independent Contractor</u>. The Crossing shall act as the School Corporation's independent contractor. The Crossing is not an agent, employee, partner, or joint venture with the School Corporation. Employees of the Crossing shall not be deemed or construed to be employees of the School Corporation for any purposes whatsoever.
- 20. <u>E-Verify Compliance.</u> Pursuant to I.C. § 22-5-1.7 (the "E-Verify Statute"), the Crossing will verify the work eligibility status of all newly hired employees of the Crossing through the E-Verify Program ("Program") as defined in the E-Verify Statute.
- 21. <u>Entire Agreement.</u> This Agreement constitutes the final agreement between the School Corporation and the Crossing. No representation, promise or inducement has been made by either the School Corporation or the Crossing that is not embodied in this Agreement, and neither the Crossing nor the School Corporation shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.
- 22. <u>Modification.</u> 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.
- 23. <u>Choice of Law.</u> This Agreement shall be interpreted according to the laws of the State of Indiana, without regard to choice of law provisions.

\*State approved ADM tuition and Complexity Index amounts are subject to change; based upon published IDOE financial updates each July.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day first mentioned above.

"School Corporation"

"Crossing National, Inc."

By: \_

THE

ROSSING

Superintendent, Elkhart Community Schools

By:

Robert R. Staley, CEO

By:

President, Board of School Trustees, Elkhart Community Schools

Attest:

[Additional Signature]

Date

Crossing National, Inc. NON-DISCRIMINATION POLICY

Crossing National, Inc. admits students of any race, color, national origin, and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national origin, and ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered program.



Exhibit A to School Services Agreement School Name / Crossing National, Inc.

#### The Crossing Education Program Spiritual Component Disclosure Parental/Guardian and Student Acknowledgement

By our signatures below, we affirm that: (a) we understand that education at the Crossing includes a spiritual component; (b) we, the parent(s)/guardian(s) of the student identified below, elect to have our student attend the Crossing; (c) I, the student identified below, elect to attend the Crossing; (d) we wish the School Corporation to pay to the Crossing the required tuition for the Crossing's education services.

Disclosure:

THE

ROSSING

- 1. The Crossing educational program focuses on four (4) components of the student: Academic, Physical, Emotional, and Spiritual.
- 2. All students are expected to attend "Family Time," which is part of our daily instruction (roughly half an hour of three hours of daily class time) and involves discussion of topics including spiritual matters. Discussions during "Family Time" will on a regular basis (although not always) include references to the Bible as a source of wisdom, guidance and inspiration in dealing with life issues.
- 3. Students will not be coerced or pressured to believe in God. If a student elects to leave during a Family Time discussion involving spiritual matters, there will be no punishment or disapproval, but the student must remain at the school and use the time on school matters, under the supervision of a teacher.
- 4. The core values of the Crossing are: Relationships, Empowerment, Love, Integrity, and Truth. These values are part of our culture. We believe that educational success depends on emotional commitment to good values, and that spirituality can be a key source of strength, especially if practiced regularly through discussions of Biblical concepts, prayer, and open dialog.

Parent/Guardian	Date	-
Parent/Guardian	Date	-
Student	Date	-
	Crossing National, Inc. NON-DISCRIMINATION POLICY	
y accorded or made available to students at the sch	tional origin, and ethnic origin to all the rights, privileges, pool. It does not discriminate on the basis of race, color, nat es, scholarship and loan programs, and athletic and other s	ional origin, and ethnic origin

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.
NESP Non English Speaking Program	IDOE	ECS: district wide	Beth Williams	\$592,732.50	The purpose of NESP dollars is to provide English language development instruction to K-12 LEP students. Beth Williams	Increase K-12 LEP students' English language proficiency and academic achievement.	This year's awarded amount will pay salary and benefits for EL Resource Teachers (8.5 FTEs) and instructional materials for level 1 students as needed.
Title II, Part A Supporting Effective Instruction	IDOE	ECS: district wide	Beth Williams	\$514,174.67		support, retain and attract highly effective teachers/administrators therefore increasing the	Funds will be used to pay for 2 Interdisciplinary Coaches (K-5 and 6-12), 3 credit IUSB administrator course, and all associated costs for PD related to tier 1 instruction K-12.
Title III Immigrant Influx	IDOE	ECS: district wide	Beth Williams	\$16,076.45	Family literacy services, parent outreach, and training to support parents' active participation in their children's education, provision of tutorials, mentoring, and academic or career counseling for immigrants, comprehensive community services in coordination with community-based organizations. Beth Williams	Increase K-12 LEP students' English language proficiency and academic achievement.	Social emotional and cultural learning experiences for immigrant students and their families.
Title III (English Language Learners)	IDOE	ECS: district wide	Beth Williams	\$272,136.00	Title III funds are supplemental and are used "above and beyond" Elkhart's English language development services provided to English learners to meet federal requirements for serving EL students. Beth Williams	Increase K-12 LEP students' English language proficiency and academic achievement	Funds are used to pay salary and benefits for District ESL Coach (.5 FTE), salary and benefits for 5 ESL Technical Assistants, and equitable services to St. Thomas, St. Vincent and Trinity Lutheran EL students.

### ELKHART COMMUNITY SCHOOLS

## Elkhart, Indiana

DATE: August 9, 2018

TO: Mr. Mark T. Mow, Intering Superintendent

FROM: Dr. Bradley Sheppard Subley Sheppard

RE: Conference Leave Requests August 14, 2018 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
ADVANCED INDIANA FALL CONFERENCE 2018	\$29,993.03	\$2,470.00
This conference will provide specific, practical, and inspiring strategies for the continuous strategic improvement process in our quest for district- wide accreditation through AdvancED.		
Indianapolis, IN		
September 24 - 25, 2018 (2 day's absence)		
CARY ANDERSON - MEMORIAL (0-0)		
KEITH BAKER - HAWTHORNE (1-3)		
JILL BALCOM - BRISTOL (1-3)		
JEREMY BECHTEL - WOODLAND (0-0)		
LATOSHA BONDS - MEMORIAL (0-0)		
CYNTHIA BONNER - PIERRE MORAN (1-3)		
JEN BROWN - FEESER (0-0)		
KELLY CARMICHAEL - CLEVELAND (0-0)		
ERIC CHANDLER - HAWTHORNE (1-3)		
GRANT CHOLER - WEST SIDE (0-0)		
HEATHER CLINE - NORTH SIDE (1-3)		
ANNE COX - NORTH SIDE (0-0)		
MARIANA CORTEZ - PIERRE MORAN (1-3)		
BRENDA EMERSON - EACC (0-0)		
BILLIE JO ETCHASON - EASTWOOD (0-0)		
GARY GARDNER - OSOLO (1-3)		
TERVONDA GOINS - PINEWOOD (1-3)		
JASON GRASTY - CENTRAL (0-0)		
MELINDA HIGGINSON - EASTWOOD (1-3)		
MACKENZIE HILL - DALY (1-3)		
ANNETTE HINES - OSOLO (1-3)		
WILLIAM KOVACH - EACC (0-0)		
JAMIE KREMPEC - RIVERVIEW (1-3)		
MICAH LAMBERT - FEESER (1-3)		
PHIL LEDERACH - ESC (1-3)		

GRAND TOTAL	\$470,559.08	\$24,915.00
2018 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
2018 YEAR-TO-DATE OTHER FUNDS		\$3,990.00
2017 YEAR-TO-DATE ADJUSTMENTS		\$0.00
2017 YEAR-TO-DATE OTHER FUNDS		\$18,360.00
2018 YEAR-TO-DATE GENERAL FUNDS	\$16,507.98	\$760.00
2017 YEAR-TO-DATE GENERAL FUNDS		\$1,805.00
	\$30,293.03	\$0.00
PAMELA WELDY - CLEVELAND (0-0)		
CARMEN HIATT - DALY (0-0)		
Lincolnshire, IL July 30 - August 1, 2018 (0 to 3 day's absence)		
collaborative culture and results orientation.		
This conference will cover the following areas: focus on learning, build a		
PROFESSIONAL LEARNING COMMUNITIES AT WORK	\$300.00	\$0.00
FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)	EXPENSES	SUBSTITUTE
TARA WHITE - ESC (1-3)		
DENISE WAPPES - ROOSEVELT (1-3)		
NINA SWARTZLANDER - BECK (0-0)		
KRISTIE STUTSMAN - WEST SIDE (0-0)		
SHANNON STANLEY - ROOSEVELT (1-3)		
BRADLEY SHEPPARD - ESC (1-3)		
FRANK SERGE - CENTRAL (0-0)		
KARLA REED - BECK (1-3)		
VAL PRILLER - BEARDSLEY (1-3)		
JONI PEAK - PINEWOOD (0-0)		
TIM MYERS - CLEVELAND (1-3)		
KERRY MULLET - RIVERVIEW (0-0)		
DAWN MCGRATH - ESC (1-3)		
AMY MATHEWS - BEARDSLEY (1-3)		
STEPHANIE MARKS - BRISTOL (1-3)		
JONATHAN LEVAN - WOODLAND (1-3)		
CAROLYN LESPERANCE - DALY (1-3)		

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

# ELKHART COMMUNITY SCHOOLS

## Elkhart, Indiana

DATE: August 2, 2018
TO: Mr. Mark T. Mow, Interim Superintendent
FROM: Dr. William Kovach WAWAA
RE: Conference Leave Requests Paid Under Carl D. Perkins Grant August 14, 2018 - Board of School Trustees Meeting

2018-2019 CONFERENCES	EXPENSES	SUBSTITUTE
Indiana 2018 Statewide Professional Development CTE Conference		
This conference will provide an opportunity to network and learn from leading CTE Professional from throughout the state.	\$1,321.53	\$0.00
Indianapolis, IN		
September 20 - 22, 2018		
Brenda Emerson (0-0) William Kovach (1-2)		
Leadership		
TOTAL	\$1,321.53	\$0.00
2018-19 YEAR-TO-DATE PERKINS FUNDS	\$2,132.00	
GRAND TOTAL	\$3,453.53	\$0.00

# ELKHART COMMUNITY SCHOOLS

# Elkhart, Indiana

DATE:	August 9, 2018
TO:	Mr. Mark T. Mow, Interim Superintendent
FROM:	Dr. William Kovach W Shind Conference Leave Requests Paid Under Carl D. Perkins Grant
RE:	Conference Leave Requests Paid Under Carl D. Perkins Grant
	August 14, 2018 - Board of School Trustees Meeting

2018- 2019 CONFERENCES	EXPENSES	SUBSTITUTE
NHRA's S.T.E.M. Youth and Education Services		
Students will get an idea of career opportunities that are available to them. Students will also have the experience of hearing motivational speakers share inspiring life stories.	\$213.50	\$0.00
Indianapolis, IN		
August 31, 2018	1. · · · · · · · · · · · · · · · · · · ·	
Ryan Gortney (1-0)		
Program/Industry Specific CTE		
TOTAL	\$213.50	\$0.00
2018-19 YEAR-TO-DATE PERKINS FUNDS	\$3,453.53	
GRAND TOTAL	\$3,667.03	\$0.00



# To:Mr. Mark MowFrom:Ms. Cheryl WaggonerDate:August 14, 2018

### **PERSONNEL RECOMMENDATIONS**

### CERTIFIED

a. **New Certified Staff** – We recommend the following new certified staff for employment in the 2018-19 school year:

Chelsea Atchison	Pinewood/Grade 4
Jaime Borkholder	Hawthorne/Grade 6
Kendall Boyd	Roosevelt/Grade 1
Angela Brown	Central/Special Education
Heather Burton	Roosevelt/Grade 5
Kristina Charleston	West Side/Language Arts
Laura Corwin	Memorial/Math
Pamela Duff	Central/Spanish
Alicia Elbert	Eastwood/Grade 4
Jennifer Henry	Pierre Moran/Math
Carmen Hiatt	Daly/Grade 4
Mackinzie Kempton	Daly/Grade 5
Ashley Kiehl	Daly/Grade 5
Michelle McClintic	Pinewood/Grade 4
Trista McIntosh	Roosevelt/Grade 2
Jessica McIntyre	Daly/Grade 1
Samantha Peterson	Cleveland/Grade 3

Cassandra Pratt	Hawthorne/Kindergarten
Jolynn Shull	Central/Science
Yoketha Sims	Central/AF JROTC
Hilary Singrey	Monger/Grade 6
Gina Stone	<b>Roosevelt/Intervention</b>
Jennifer Tashijan	North Side/Language Arts

b. Resignation – We report the resignation of the following employees:

Jacob Balch Began: 1/31/10

Julie Clarke Began: 8/12/13

**Jill Coffman** Began: 11/10/06

**Tina Davidhizar** Began: 8/14/06

Emily Fell Began: 8/12/13

Melissa Forbes Began: 8/20/01

Lindsay Gagyi Began: 8/12/13

Hillary Harder Began: 8/2/06

**Bibi Hardrict** Began: 8/20/98

Andrea Herron Began: 8/13/07

Peter Hoffman Began: 8/17/09

Kathleen MacFarlane Began: 8/15/17 **Central/Business** Resign: 6/8/18

**Bristol/Grade 3** Resign: 6/8/18

**Feeser/Grade 1** Resign: 6/8/18

Memorial/Math Resign: 6/8/18

West Side/FACS Resign: 6/8/18

**Central/Spanish** Resign: 6/8/18

Daly/Grade 2 Resign: 6/8/18

**Roosevelt/Music** Resign: 6/8/18

Monger/Academic Dean Resign: 6/15/18

Central/FACS Resign: 6/8/18

**Central/Science** Resign: 6/8/18

**Roosevelt/Grade 1** Resign: 6/8/18



Shaun McAllister Began: 8/17/09

**Dionne McKaskle** Began: 8/13/07

Rachael Meyers Began: 8/13/07

Alia Munley Began: 1/4/15

Linda Ogle Began: 8/22/05

**Kaitlin Putt** Began: 1/9/12

Summer Runyan Began: 7/28/15

Marilyn Torres Began: 8/18/03

Julie Willard Began: 8/18/03

Shannon Wingard Began: 8/18/03

**Ileana Yoder** Began: 8/13/14

Joshua Yoder Began: 8/16/17 **Beck/Physical Education** Resign: 6/8/18

**Pinewood/Grade 4** Resign: 6/8/18

Memorial/FACS Resign: 6/8/18

Memorial/Art Resign: 6/8/18

**Memorial/Special Education** Resign: 6/8/18

**Bristol/Speech Pathologist** Resign: 6/8/18

**Memorial/Early College Counselor** Resign: 6/15/18

West Side/ Language Arts Resign: 6/8/18

**Memorial/Math** Resign: 6/8/18

Beck/Grade 6 Resign: 6/8/18

**Daly/Kindergarten** Resign: 8/10/18

West Side/Math Resign: 6/8/18

c. **Rescind Professional Leave** – We recommend rescinding a professional leave for the following employee:

Susan Fritschi

Feeser/Grade 1 /2 split

d. **Retirement** – We report the retirement of the following employee:

Peggy PowellFeeser/Kindergarten22 Years of Service

e. Administrative Appointment – The administration recommends confirmation of the following administrative appointment effective August 9, 2018:

Lindsay Cox ESC/Supervisor of Special Services



#### CLASSIFIED

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

<b>Bobbie Gullotta</b> Began: 4/22/99	<b>Pinewood/Paraprofessional – Mild Intervention</b> Retired: 6/8/18 19 Years of Service
<b>Marilyn Vela</b> Began: 8/22/01	Beardsley/Custodian Retired: 8/3/18 17 Years of Service

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

**Claudine Anderson** Began: 8/24/15

**Madison Bartley** Began: 9/26/16

**Cordelia Brown** Began: 8/15/16

**Sheila Brown** Began: 8/12/13

Marla Burton Began: 10/11/04

Jenna Carper Began: 1/8/18

**Rachael Chigwada** Began: 9/8/15

**Timothy Gallagher** Began: 1/18/18

Victor Gaucin Began: 8/17/17

**Donald Lowe** Began: 8/6/15 Vet Paraprofessional/Career Center Resigned: 6/8/18

**Intense Paraprofessional/Memorial** Resigned: 6/8/18

**Food Service/Central** Resigned: 6/8/18

**Instructional Paraprofessional/Central** Resigned: 6/8/18

**Bus Helper/Transportation** Resigned: 6/8/18

**Mild Intervention Paraprofessional/Pierre Moran** Resigned: 6/8/18

**Food Service/Cleveland** Resigned: 6/8/18

**Bus Driver /Transportation** Resigned: 6/8/18

**Bus Driver/Transportation** Resigned: 6/8/18

**Bus Driver/Transportation** Resigned: 6/8/18



**Rebecca Mathes** Began: 08/19/13

**Carla Moore** Began: 2/2/15

**Elizabeth Niemeyer** Began: 10/31/17

**Alma Parnell** Began: 1/8/18

**Kristin Thalheimer** Began: 8/2/16

**Michelle Ware** Began: 9/8/17 **Cafeteria Manager/Cleveland** Resigned: 8/22/18

**Food Service/Daly Elementary** Resigned: 6/8/18

Lunch Paraprofessional/ Pinewood Resigned: 6/8/18

**Technology Paraprofessional/Cleveland** Resigned: 6/8/18

**Food Service/Memorial** Resigned: 6/8/18

Secretary/Pierre Moran Resigned: 6/8/18

c. **Termination** – We report the termination of the following classified employee:

Lavette Getter Began: 9/17/12 Lunch Paraprofessional/West Side Termination: 6/8/18 Board Policy: 3039.01s

d. New Hires – We recommend regular employment of the following classified employees:

Michael Kutz Began: 6/11/18 Custodian/Beck PE: 8/6/18

**Billy Sanders** Began: 6/18/18 **Custodian/Pinewood** PE: 8/13/18





**INTERNAL MEMO** 

# To:Mr. Mark MowFrom:Ms. Cheryl WaggonerDate:August 14, 2018

### ADDENDUM TO PERSONNEL REPORT

### CERTIFIED

a. **New Certified Staff** – We recommend the following new certified staff for employment in the 2018-19 school year:

Ashley Arms	Osolo/Grade 2
Sarah Bainbridge	Memorial/Young Adult Pgm/Special Education
Cami Berkey	West Side/College and Career Readiness
Michelle Bohlmann	Eastwood/Grade 4
Lindsey Brander	Pierre Moran/Dean of Behavior (Temp Contract)
Marie Cossin	Daly/Grade 6
Crystal Davis	West Side/Physical Ed
Matthew Gish	Pinewood/Art
Anthony Gouin	EACC/Machine Trades
Nakeyta Hardy	Bristol/Grade 3 (Temp Contract)
Brandi Holycross	Feeser/Grade 1
Melissa LaPlace	Roosevelt/Art
Sarah Oman	Bristol/Kindergarten
Alexandria Roskos	Beck/Physical Ed
Sidney Shafer	Memorial/Social Studies

Karen Sproul	Hawthorne/Pre-K
John Tomac	Central/Social Studies
Kelly Tooker	West Side/Art
Nancy Whittaker	EACC/Health Occupations



