

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

December 11, 2018

CALENDAR

Dec	11	5:30 p.m.	Executive Session, J.C. Rice Educational Services Center
Dec	11	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Dec	11	Immediately following	Board Member Reception, J.C. Rice Educational Services Center
Dec	18	8:00 a.m.	Regular Meeting/Work Session, J.C. Rice Educational Services Center
Jan	8	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. SUPERINTENDENT'S STUDENT ADVISORY COUNCIL REPRESENTATIVES  
Central High School  
Memorial High School

E. MINUTES

November 27, 2018 – Public Work Session  
November 27, 2018 – Regular Board Meeting  
December 4, 2018 – Special Board Meeting

F. GIFT ACCEPTANCE - The administration recommends Board acceptance with appreciation of recent donations made to Elkhart Community Schools.

G. TREASURER'S REPORT

Consideration of Claims

Bond Sale Results - The Business Office reports results on the First Mortgage Bonds, Series 2018A and 2018B.

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

Fuel Bids - The Business Office recommends awarding bids for the purchase of gasoline and diesel fuel for calendar year 2019.

H. NEW BUSINESS

Board Policy 3422.06S - Secretarial/Business Compensation Plan - The administration presents revisions to Board Policy 3422.06S - Secretarial/Business Compensation Plan, and asks to waive 2<sup>nd</sup> reading.

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

Board Policy 7510 - Use of School Facilities and Property - The administration presents revisions to Board Policy 7510 - Use of School Facilities and Property, for initial consideration.

Board Policy 8452.01 - Administration of Stock Emergency Medicines - The administration presents revisions to Board Policy 8452.01 - Administration of Stock Emergency Medicines, for initial consideration.

Stipends for Support Staff - The administration recommends approval of stipends for support staff.

Elkhart Area Career Center Agreements - The administration recommends Board approval of the Elkhart Area Career Center agreements with its feeder schools.

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

Budget Reductions - The Superintendent presents recommendations for 2019 budget reductions for Board approval.

Approval of Superintendent's Contract

I. PERSONNEL

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

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

J. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

K. ADJOURNMENT

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

Elkhart Community Schools  
Elkhart, Indiana

November 27, 2018

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at  
5:30 p.m.

Place/Time

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

Roll Call

Absent: Glenn L. Duncan

ECS Personnel Present: Bruce MacLachlan Kevin Schott  
Mark Mow

The Board heard a review from Bruce MacLachlan, director of transportation,  
of Door Side Stops of all busses in the District.

Topics  
Discussed

The meeting adjourned at approximately 5:55 p.m.

Adjournment

APPROVED:

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Karen S. Carter, President

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Susan C. Daiber, Member

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Douglas K. Weaver, Vice President

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Rodney J. Dale, Member

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Jeri E. Stahr, Secretary

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Glenn L. Duncan, Member

\_\_\_\_\_  
Carolyn R. Morris, Member

Signatures

MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana  
November 27, 2018

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at  
7:00 p.m.

Place/Time

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

Roll Call

Absent: Glenn L. Duncan

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

Call to Order

Babette Boling, incoming Board member, recited the Elkhart Promise.

The Elkhart Promise

Mrs. Carter discussed the invitation to speak protocol.

Superintendent's Student Advisory Council (SSAC) representatives from both high schools introduced themselves: Central Kharyzma Williams, a senior from Central High School (CHS) and Kylie Webb, a sophomore from Memorial High School (MHS). Ms. Williams also participates in theater, orchestra, and is the editor-in-chief of the Blazer Pennant. Ms. Williams reported the Central/Memorial basketball game is Friday, November 30<sup>th</sup>; over Thanksgiving break the Lady Blazers beat the #8 ranked Fishers High School; music departments are preparing for holiday programs; and final exams begin the week of December 17<sup>th</sup>. Ms. Webb stated the student government is beginning to plan for Coming Home week in January; National Honor Society members painted windows at Big R and helped with the recent stuff a bus; academic super bowl is starting to meet; chess club starts their competitive season in January; and academic letters can now be earned based on GPA, SAT/ACT and participation in academic competition.

SSAC Representatives

By unanimous action, the Board accepted with appreciation the following donations made to Elkhart Community Schools (ECS): twenty-five \$50 gift cards from Dr. David and Mrs. Lori Fairchild to teachers at Riverview for classroom supplies; \$500 from 14 Friends, to North Side for the Intense Interventions class coffee cart program; four violin bows for the music departments from Sharon Stauffer, with fair market values from Quinlan & Fabish Music Company totaling \$840; \$500 from National Flag Football to Pierre Moran for athletic programs; and \$25,000 from Rich and Babette Boling, for renovations to Rice Field and North Side Gym.

Gift Acceptance

<p>By unanimous action, the Board approved the following minutes:  November 13, 2018 – Regular Board Meeting  November 20, 2018 – Public Work Session</p>	Approval of Minutes
<p>By unanimous action, the Board approved payment of claims totaling \$5,870,563.93 as shown on the November 27, 2018, claims listing. (Codified File 1819-62)</p>	Payment of Claims
<p>The Board received a financial report from Kevin Scott, chief financial officer, for the period January 1 – October 31, 2018.</p>	Financial Report
<p>By unanimous action, the Board adopted a Transfer of Appropriations Resolution to transfer appropriations in the 2018 tax funds. (Codified File 1819-63)</p>	Transfer Appropriations Resolution
<p>By unanimous action, the Board approved an extra-curricular purchase of chimes for West Side’s band in the amount of \$3,449.</p>	Extra-Curricular Purchase Request
<p>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 1819-64)</p>	Fundraisers
<p>Mr. Scott provided the current insurance report stating year-to-date continues to reflect reduced costs.</p>	Insurance Update
<p>By unanimous action, the Board authorized supplemental payments to teachers, as initially presented at the November 13<sup>th</sup> regular meeting. (Codified File 1819-65)</p>	Supplemental Payments
<p>By unanimous action, the Board approved the 2019-2020 school calendar as initially presented at the November 13<sup>th</sup> regular meeting. (Codified File 1819-66)</p>	2019-2020 School Calendar
<p>By unanimous action, the Board approved an overnight trip request for 18 EACC Ag/Motorcycle/Outdoor Power Technician students to travel to Indianapolis on December 4 - 7 for Hot Rodders National championship.</p>	Overnight Trip Request
<p>By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration on the November 27, 2018 listings. (Codified File 1819-67)</p>	Conference Leaves
<p>By unanimous action, the Board approved the following personnel recommendations of the administration:</p>	Personnel Report

<p>Employment of the following two (2) certified staff members for the 2018-2019 school year:  Nathan Eckley, science at Memorial, effective 1/7/19  Chloe McRobbie, social studies at Pierre Moran, effective 1/7/19</p>	<p>Certified Employment</p>
<p>Retirement of certified employee, Linda Liechty, special education at Eastwood, effective 12/21/18 with 17 years of service.</p>	<p>Certified Retirement</p>
<p>Resignation of certified staff member staff member Tamara Patillo-Terry, grade 6 at Feeser, effective 11/30/18.</p>	<p>Certified Resignation</p>
<p>Maternity leave for certified staff member, Ashley Perez, kindergarten at Beardsley, beginning 11/28/18 and ending 4/5/19.</p>	<p>Maternity Leave</p>
<p>Employment of the following eight (8) classified employees who have successfully completed their probationary period on dates indicated:  Brian Guy - custodian at Beardsley, 11/24/18  Kyseidra Jackson - bus driver at Transportation, 11/16/18  Michael McMahon - paraprofessional at Riverview, 11/24/18  Linda Miller- food service at Pinewood, 11/26/18  Amanda Norman - paraprofessional at Daly, 11/14/18  Natasha Norwood - bus driver at Transportation, 11/15/18  Mary Patton - food service at Pinewood, 11/16/18  Melissa White - food service at Cleveland, 11/14/18</p>	<p>Classified Employment</p>
<p>Resignation of the following two (2) classified employees effective on the dates indicated:  Susan Bonder - paraprofessional at Tipton, 11/20/18  Rose Ramirez-Arias - paraprofessional at Hawthorne, 11/20/18</p>	<p>Classified Resignation</p>
<p>Retirement of classified employee Marilou Snell, secretary at ECS, effective 1/18/19, with 30 years of service.</p>	<p>Classified Retirement</p>
<p>Leave for the following three (3) classified employees, on dates indicated:  Jamie Bontreger - social worker at Hawthorne, beginning 11/27/18 and ending 12/7/18  Haley Burkhart - physical therapist at PACE, beginning 11/12/18 and ending 3/5/19  Sybil Lee - secretary at Pierre Moran, beginning 9/21/18 and ending 1/7/19</p>	<p>Classified Leave</p>
<p>Mark Mow, interim superintendent, noted there is a special Board meeting on Tuesday, December 4<sup>th</sup> at 3:00 p.m. and next regular Board meeting is December 11<sup>th</sup>.</p>	<p>From the Superintendent</p>

The meeting adjourned at approximately 7:25 p.m.

APPROVED:

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Karen S. Carter, President

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Douglas K. Weaver, Vice President

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Jeri E. Stahr, Secretary

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Susan C. Daiber, Member

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Rodney J. Dale, Member

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Glenn L. Duncan, Member

\_\_\_\_\_  
Carolyn R. Morris, Member

Adjournment

Signatures

MINUTES  
OF THE SPECIAL MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana  
December 4, 2018

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at approximately 3:00 p.m.

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

Absent: Glenn L. Duncan

President Karen Carter called the special meeting of the Board of School Trustees to order. The pledge of allegiance was recited.

President Carter opened the public hearing on the Superintendent's contract. Doug Thorne, District Counsel/Chief of Staff reviewed the contract and discussed the required notice of publication.

President Carter opened the floor for public comment. In response to audience questions, the Board responded the Superintendent's salary is determined through negotiations with the Superintendent and Board of School Trustees, and the Superintendent pays the same premiums for insurance as other administrators. With no further comments from audience members, President Carter closed the public hearing.

The meeting adjourned at 3:05 p.m.

APPROVED:

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Karen S. Carter, President

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Douglas K. Weaver, Vice President

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Jeri E. Stahr, Secretary

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Susan C. Daiber, Member

\_\_\_\_\_  
Rodney J. Dale, Member

\_\_\_\_\_  
Glenn L. Duncan, Member

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Carolyn R. Morris, Member

Place/Time

Roll Call

Call to Order

Public Hearing on Superintendent's Contract

Adjournment Signatures





**ELKHART MEMORIAL HIGH SCHOOL**

2608 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5600



**ELKHART COMMUNITY SCHOOLS**

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: November 29, 2018

TO: Mr. Mark Mow  
Board of School Trustees

FROM: Jacque Rost, MHS Athletic Director

RE: Donation Approval

We are in receipt of an extracurricular donation in the amount of \$3,000.00 for the girls/boys track team. This donation will go towards the purchase of team sweats, team shirts, shoes, equipment, and other miscellaneous costs associated with this program.

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

Mr. Dana Homo  
20399 S.R. 120  
Bristol, IN 46507



**BUSINESS OFFICE**

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: BOARD OF SCHOOL TRUSTEES  
MARK MOW**

**FROM: KEVIN SCOTT**

**DATE: DECEMBER 11, 2018**

**RE: BOND SALE RESULTS**

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Bonds for the One High School project (Series 2018A) and the EACC Annex (Series 2018B) were sold on Monday December 3<sup>rd</sup>. We have very positive results to report.

Five bids were received on the \$10,000,000 Series A bonds with Robert W. Baird & Co., Inc. being the low bid in terms of interest rate cost. Of four bids received on the \$5,000,000 Series B bonds, Baird & Co. was also the low bid. The true interest rate for both is 3.53%.

As a frame of reference, the interest rate assumed for the Board approval process to issue bonds was 4.4% so the approximate interest savings over the life of the bonds compared to the estimate is \$2,000,000. This favorable result is driven by our successful work to maintain the positive bond rating from Standard & Poor's.

**ELKHART COMMUNITY SCHOOL BUILDING CORPORATION**  
**\$10,000,000 FIRST MORTGAGE BONDS, SERIES 2018A**  
**BONDS DATED December 27, 2018**

**TIC BID RANKINGS**

<b>BID</b>	<b>TIC</b>	<b>NIC</b>	<b>PAR</b>	<b>Premium</b>	<b>Total Interest</b>
Baird	3.5328925%	3.5277586%	10,000,000.00	-	4,150,584.42
Jaffray	3.5579321%	3.6496543%	10,000,000.00	372,999.20	4,294,000.80
Hutchinson	3.5971733%	3.7415979%	10,000,000.00	738,710.50	4,402,177.00
Hilliard	3.6024507%	3.6378241%	10,000,000.00	142,559.90	4,280,081.98
First Internet	3.8252727%	3.8242497%	10,000,000.00	-	4,499,421.00

**Sources Of Funds**

**Total Sources**

**Uses Of Funds**

**Total Uses**

**ELKHART COMMUNITY SCHOOL BUILDING CORPORATION**

**\$5,000,000 FIRST MORTGAGE BONDS, 2018B**

**BONDS DATED December 27, 2018**

**TIC BID RANKINGS**

<b>BID</b>	<b>TIC</b>	<b>NIC</b>	<b>PAR</b>	<b>Premium</b>	<b>Total Interest</b>
Robert W. Baird & Co., Inc.	3.5297131%	3.5260235%	5,000,000.00	-	1,969,019.70
Hutchinson, Shockey, Erley & Co.	3.5928101%	3.7347806%	5,000,000.00	359,583.90	2,085,594.85
J.J.B. Hilliard, W.L. Lyons, Inc.	3.6023990%	3.6086695%	5,000,000.00	-	2,015,171.24
First Internet Bank	3.8313194%	3.8289538%	5,000,000.00	-	2,138,183.50

**Sources Of Funds**

**Total Sources**

**Uses Of Funds**

**Total Uses**

Proposed School Fundraising Activities  
December 11, 2018, Meeting of Board of School Trustees

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Central CHAMPS	Students will Adopt A Family by collecting \$1.00 at lunch from students. Proceeds will be used to purchase Christmas gifts, household items, and a gift card (no alcohol or tobacco will be able to be purchased with card).	12/12/2018 - 12/14/2018	11/26/2018	Missie Dickerson
Central National Honor Society	NHS members will start a letter writing campaign to collect donations to pay for their charter, certificates, cords and Trent Bias scholarship	12/15/2018 - 2/15/2018	11/20/2018	Amy Stine
Central Dance Marathon	Students will host a gift wrapping table at Kohl's in Goshen and charge customers for wrapping gifts. Proceeds will be donated to Riley Children's Hospital.	12/22/2018	11/27/2018	Rachel Titus
Central Discover England Trip	Students would like to create a Donors Choose.org to raise funds. Students and sponsor will share on social media. Proceeds will offset the cost associated with the Discover England 2020 trip.	1/15/2019 - 7/31/2019	11/27/2018	Amy Stine
Central Discover England Trip	Students will host a letter writing campaign to generate funds for the Discover England 2020 trip. Proceeds will be used to offset student costs for the trip.	1/15/2019 - 12/31/2019	11/27/2018	Amy Stine
Central Discover England Trip	Students will take pre-orders for Wakarusa Dime Store jelly beans. Proceeds will be used to offset student pricing for the Discover England 2020 trip.	3/18/2019 - 4/19/2019	11/27/2018	Amy Stine
Central Discover England Trip	Students will take pre-orders to sell South Bend Chocolate Factory chocolates. Proceeds will be used to offset student costs for their trip.	4/22/2018 - 5/6/2018	11/27/2018	Amy Stine
	<b>Please note the following fundraiser is presented for confirmation only.</b>			



BUSINESS OFFICE

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: BOARD OF SCHOOL TRUSTEES**

**FROM: TONY GIANESI**

**DATE: DECEMBER 6 , 2018**

**SUBJECT: RECOMMENDATION FOR AWARD - 2019 FUEL BID**

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On December 5, 2018 bids were received for the 2019 Fuel Bid and opened by Tony Gianesi, Bruce Maclachlan and Cathy Sailor. All bids have been reviewed by Elkhart Community Schools for compliance with specifications. The Business Office recommends award of a contract to Ceres Solutions/North Central CO-OP bid as the lowest and best, most responsive and responsible bidder.

The bid tabulation below reflects fixed pricing available on the date of bids. The Business Office respectfully requests permission to award a fixed price contract to Ceres Solutions/North Central CO-OP within the next 30 days at the best possible price available on a given day within this time frame.

VENDOR	FORM 95	ABOVE DOCK DIESEL	ABOVE DOCK REGULAR	FIXED DIESEL	FIXED REGULAR	TOTAL COST PER BID DOCUMENTS
CERES	X	0.55	0.36	2.044	1.718	\$555,250
CRYSTAL FLASH	X	0.1091	0.0391	2.1754	1.8155	\$585,968
PETROLEUM TRADERS	X	0.0584	0.0584	2.2041	1.677	\$604,245
YODER	X	NOT PROVIDED	NOT PROVIDED	3.089	2.571	\$787,575

Anthony J. Gianesi

Chief Operating Officer

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

PERSONNEL  
**Proposed Revised** 3422.06S/page 1 of 16

## SECRETARIAL/BUSINESS COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing January 1, ~~2018~~2019. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

		II	II.3	II.6	III	III.3	III.6	IV	IV.3	IV.6	V
1	0 - 55 days	11.67	11.86	12.09	12.30	12.60	12.92	13.24	13.74	14.19	16.46
2	55 days - 1 year	11.95	12.19	12.47	12.76	13.20	13.64	14.08	14.53	14.99	17.26
3	1 year plus	12.30	12.61	12.92	13.24	13.69	14.15	14.48	14.94	15.45	17.73
4	2 years plus	12.76	13.20	13.64	14.08	14.46	14.84	15.25	15.70	16.18	18.45
5	3 years plus	13.24	13.67	14.08	14.48	14.99	15.54	16.06	16.53	17.00	19.27
6	4 years plus	14.08	14.46	14.84	15.25	15.74	16.29	16.83	17.30	17.76	20.03
7	5 years plus	14.48	14.99	15.54	16.06	16.69	17.32	17.93	18.38	18.86	21.13

\*subject to Sections B-1 and B-2 of this policy.

Those secretaries who work in the evening on a regular basis shall be paid an additional twenty-five cents (\$.25) per hour for evening hours.

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

Secretarial Classifications

The following job classifications will be in effect for the wage schedule listed above, subject to other sections of this policy:

Classifications

V		Secretarial	Business
		Classified Human Resources Assistant	Certified Payroll <del>Assistant</del> Classified Payroll <del>Assistant</del> Insurance ( <del>effective January 1, 2018</del> )
IV.		Secretarial	Business
		Board of School Trustees Director of Career & Technical Ed. High School Principal Secretary/Human Resources Data Specialist – Instructional Leadership	Building Services Office Manager Payroll Assistant Director of Business Operations EACC – WVPE Office Manager Director of Transportation Mail Room/Duplicating
III.		Secretarial	Business
		EACC Principal EACC Central Office/Guidance/Accounting Elementary Principal High School Athletics/Student Activities High School Vice-Principal High School Registrar Middle School Principals Elkhart Academy Student Services Secretary (5 positions) Receptionist Library Services (CO) *Federal Programs Instructional Leadership	Business Office/Purchasing Cafeteria Building Services Supply Coordinator Director of Food Services Safety & Security <u>Mail/Copy Center</u>
II.		Secretarial	Business
		Adult & Community Ed. Data Entry Adult & Community Ed. Receptionist Office Assistants High School Assistant Principal High School Media Center Middle School Assistant	EACC- Office PACE Program Teenage Parent Program Clerical Asst. / Food Service (MHS)

\*Subject to reclassification if this position becomes funded from the General Fund.

There will be an increase equal to the base increase for any secretary who by placement of the classifications listed in A of this section would receive less than the base increase raise.



# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

PERSONNEL  
**Proposed Revised** 3422.06S/page 3 of 16

A. Commencement of Employment

Upon a secretary's commencement of employment with the Elkhart Community Schools, such secretary may, at the discretion of the superintendent/authorized designee, be placed at any of the first six (6) steps of the salary schedule. The secretary will serve a fifty five (55) calendar-day probationary period.

A secretary will proceed to the next step when she/he accumulates the time normally required to qualify for progression to the next step of the wage schedule, unless performance is such that the immediate supervisor recommends the step movement be withheld. This recommendation shall be made at the end of the probationary period of no more than eight (8) weeks, nor fewer than six (6) weeks, prior to the anniversary date of the secretary in question.

B. Transfer of Job Classification

At the discretion of the employer, a secretary may be assigned to fill another secretarial position vacancy without the need to post the vacancy, so long as both positions are within the same department, and both positions are in the same job classification. In the event that a secretary transfers from one job classification to another, the secretary will normally be placed on probation in the new position, but will continue to receive benefits. The provisions as written above shall be applicable except when a presently employed secretary who is at the top step is transferred, and in that case the transferred secretary may be placed at her/his present step position by the Director of Human Resources.

C. Reclassification of Positions

The administration retains the authority to reclassify positions when it determines that it is in the best interest of the Corporation.

In addition, the Secretarial Negotiations Committee may, during their annual discussions with the administration, propose reclassification of secretarial positions.

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

PERSONNEL  
**Proposed Revised** 3422.06S/page 4 of 16

D. Secretarial Career Increment Schedule

The amounts as listed will be added to the salary of any secretary whose years of employment in the Elkhart Community Schools would qualify for such.

<u>Years Regularly Employed in Elkhart Community Schools</u>	<u>Hourly Increment</u>
five (5) or more, but less than ten (10)	\$.20
ten (10) or more, but less than fifteen (15)	\$.30
fifteen (15) or more, but less than twenty (20)	\$.50
twenty (20) or more	\$.70

Mentor Program

Any secretary who serves as a mentor shall be given a stipend of \$100 per calendar year. Mentors shall be assigned at the sole discretion of the Director of Human Resources at the time a secretary is assigned to a new position.

**Fringe Benefits**

Income Protection and Annuities

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

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 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

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

PERSONNEL  
**Proposed Revised** 3422.06S/page 5 of 16

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.

## Severance Benefits

Secretarial employees 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 Human Resources at least ten (10) working days prior to the last date of employment.

### A. 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.

### B. Retirement, Death, or Disability - The benefits listed below are in addition to those in Section A.

1. As used in this section, "retirement" shall be defined as resignation by a secretarial employee who is age sixty (60) and has ten (10) or more consecutive years of employment; or who is fifty-five (55) years of age or older and has fifteen (15) or more consecutive years of employment; or who is fifty (50) years of age or older and has twenty (20) consecutive years of employment in the Elkhart Community Schools.
2. The Board will contribute \$3,000 per year to be applied to the single or family plan insurance premium until age sixty-five (65) for each secretary, age sixty (60) or beyond, who retires with notice received in the office of the Superintendent three (3) months in advance. In the event of an emergency, relief from the required three (3) month notice may be granted at the Superintendent's discretion.

In addition, for the secretary who has fifteen (15) years of experience, is age fifty five (55), and has been participating in the group health and life insurance program for at least the last five (5) years, the employee, by paying one hundred percent (100%) of the annual premium until age sixty, and by paying \$1,250 less than one hundred percent (100%) of the

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

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annual premium until age sixty five (65), may continue in the group insurance plan until age sixty five (65).

Also this benefit will be discontinued if the retired secretary becomes employed on a full time school year or calendar year basis, or if through other employment qualifies for health insurance benefits. The employer reserves the right to request the employment status of the retired secretary.

3. A retiring secretary will be paid his/her daily rate multiplied times the number of years of service in the Elkhart Community Schools.
4. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to a secretarial employee who retires, dies or becomes totally permanently disabled while employed by the Elkhart Community Schools. Vacation days earned in the current year shall also be paid prior to retirement, or upon disability termination or death of the employee. In the event of death, the above benefit shall be paid to the decedent's estate.
5. In addition to the above benefits, the actual number of days of accumulated sick leave, not to exceed a maximum of twelve (12) days or forty-five percent (45%) of the accumulated sick leave days, whichever is greater, shall be paid to a secretarial employee at the time of retirement, or to the secretary's beneficiary in the event of the death of a secretary eligible for retirement.
6. During the month of January, any secretary who has perfect attendance, other than vacation, bereavement, or personal leave, shall be paid the sum of \$500 for each year. 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 \$250.

## Change in Support Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy 3413S.

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## **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 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 (5) or less consecutive working days may be approved. The best interests of the school corporation will be considered.

## **Absences and Leaves**

### Personal/Family Illness Absence

#### Full-time Secretaries

Full-time secretaries 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 hours equal to two hundred fifteen (215) days as personal illness days.

#### School-year Secretaries

- A. 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.
- B. Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to one hundred fifty (150) workdays. Use of accumulated sick leave by a school year employee

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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.

## All Secretaries

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

## Family Illness Leave

- A. As used in this section, "immediate family" includes a secretary's spouse, child, step-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 secretary. "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. A secretary shall be entitled to the number of hours equal to two (2) paid days for family illness leave per calendar year, provided that such leave shall be for the sole purpose to care for a member of the secretary's immediate family who becomes seriously ill and requires both medical attention by a licensed physician and the care and attention of the secretary. Such medical attention provided may be requested to be verified by a licensed practicing physician. Unused family illness will accumulate as illness absence.
- C. When an emergency medical condition of an employee's immediate family necessitates personal care by the employee for an extended period of time (days), the employee may annually use five (5) or less days of personal illness to provide such care. This is in addition to family illness provisions already provided.

## 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

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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.

## **Personal Leave**

Secretarial/Business staff members 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.

Unused personal leave will accumulate for retirement.

## **Secretarial/Business 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.

For less than 12-month secretaries, 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~~three (5~~3~~) 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

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as an unforeseen event that prohibits the employee from attending to his/her assigned duties.

For 12-month secretaries, personal business leave may be taken at any time upon the approval of the supervisor or authorized designee.

No personal leave will be granted for participation in any strike or work stoppage or other concerted action by an employee or employee group.

## **Bereavement**

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

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

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

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

A secretary shall be entitled to up to one (1) paid day per year, to be taken in increments of no less than two hours for an absence, to attend the funeral of a close friend, upon the condition that the requested absence must not create a serious problem in the secretary’s work setting.

## **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 s/he shall present the check or a copy of the check to



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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.

## **Health Leave – Procedure**

An employee with at least one 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.

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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 secretaries 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, 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

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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 re-employment. 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.

## **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 175 or more days per year, and who has a regular workday of four (4) or more hours.

### Holidays

- A. Full-time 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 (2) days (See Sec. A.1.)

Martin Luther King Jr. Day

Presidents' Day (See Sec. A.4.)

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Memorial Day

Independence Day - two (2) days (See Sec. A.2.)

Labor Day

Thanksgiving - two (2) days (See Sec. A.3.)

Christmas - two (2) days (See Sec. A.1.)

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

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Presidents' Day

Memorial Day

Labor Day

Thanksgiving - two (2) days (See Sec. A.3.)

Christmas - two (2) days (if celebrated on a weekend, it will be 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 calendar year, for each full month of employment completed, provided no more than ten (10) vacation days may be accrued. ***Vacation benefit may not be utilized prior to accrual and approval from Administrator.***
- 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 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.

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- 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 only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community 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.

When vacation days for secretaries have been requested and approved but are not able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).

- 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. A school-year employee will not be entitled to paid vacation days.

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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 ~~August 14, 2018~~ January 1, 2019. 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	19.58 – 28.52
Title I/Building Translator/Parent Liaison	15.35 – 19.25
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 base salary set forth in Appendix B of the 2017-2018 Master Contract

\*\* Effective August 1, 2017

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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
<u>Radio Station Reporter and Editor</u>	<u>30,281 – 44,338</u>
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	63,518 – 74,105
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.

## Performance Awards for Radio Station Employees

The Radio Station Manager may propose performance awards to be paid to radio station employees who achieve performance goals established by the Station Manager and approved by the Chief Financial Officer.

The proposed goals, once approved by the Chief Financial Officer, shall be presented in writing to the radio station employee.

Radio station employees who achieve their performance goals shall be paid their award during the fiscal year when the goal is met.



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## 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 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

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personal leave and unused vacation days.

2. Retirement, Death, or Disability

The benefits listed below are in addition to those in Employees' Fringe Benefits.

- 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 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 fifty-five (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

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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. Change in Classification

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

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

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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.

Full-time classified personnel 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.

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 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

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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.

## 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.

## 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

# policy

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.

## **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.

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## 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.

### **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-three~~ (53) 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.

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## 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.

### **Witness Duty**

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

## 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 re-employment. For the period of the leave, a staff member may continue in any group



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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 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.

### Holidays

- 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

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Labor Day

Thanksgiving - two (2) days

Christmas - two (2) days

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

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Presidents Day

Memorial Day

Labor Day

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.

# policy

- 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 only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community 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.
- K. 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 twenty-five (25) days of vacation each year.

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

| ~~August 14, 2018~~ December 11, 2018

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## USE OF SCHOOL FACILITIES AND PROPERTY

### **School, School-Related, Community-Sponsored Organizations**

Included are officially organized groups of Elkhart Community Schools' students, groups of Elkhart Community Schools' employees, parent-teacher groups, other school-sponsored groups, 4-H Club, Future Farmers, ~~YMCA, YWCA~~, Elkhart Education Foundation, Boy and Girl Scouts, and similar non-sectarian groups.

- A. The principal of the building gives approval for the building use and schedules the activity. Approval for facility use must be obtained from the Building Services Office, contingent upon eligibility for use of the facility and the building principal's authorization to schedule the activity. Use of school facilities by community groups requires at least seventy-two (72) hours' advance notice.
- B. An Elkhart Community Schools staff member must be present at all times during the use of the building.
- C. Keys to the building shall be given only to members of the staff, who assume full responsibility for the conduct of the school activity excluding from the building all who are not a part of the activity, and securing the building at the conclusion of the event (lights turned off, doors and windows closed and locked, and security system activated).
- D. The building rental fee may be waived if the activity does not involve an admission charge or a profit-making project and a regular custodian or authorized school representative is on duty.

Actual building costs will be charged for activities which require an admission charge, are a profit-making project, or a special program which requires school personnel to be present other than during normal working hours.

**Community Groups – Community Groups such as YWCA, YMCA, NAACP, Black Expo, Tri-Kappa, Hispanic Health Coalition, League of Women Voters, etc.**

# policy

- A. Approval for the use of school facilities is granted under the policies of the Board of School Trustees, and contracting parties shall be required to sign a permit and conform to all rules and laws governing the use of public buildings, including the swimming pools.
- B. Approval for facility use must be obtained from the Building Services Office, contingent upon eligibility for use of the facility and the building principal's authorization to schedule the activity. Use of school facilities by community groups requires at least seventy-two (72) hours' advance notice.

Building facilities are available for educational or cultural programs sponsored by community groups and recreational purposes when such use does not interfere with the school program.

- C. The schedule for the swimming pools is kept by the Athletic Director/Designee, who confirms all requests for the use of the pool with the Building Services Office.

Fees shall be paid seventy-two (72) hours before the scheduled opening of the facilities unless the contracting parties have made other arrangements with the Building Services Office. The building use fee covers the use of utilities and personnel required to supervise the facility. The building principal is responsible for employing the personnel and approving payment for their services.

Elementary gymnasiums are available for use by local, established community groups for basketball or volleyball Monday through Friday, school days, October 1 - April 30 from 7 to 9:30 p.m. Groups are requested to provide their own balls and use proper gym shoes. School standards and nets may be used.

## **Park and Recreational Department**

School buildings and grounds shall be available for use by the Park and Recreation Department, provided such use does not interfere with the use of the property for school purposes. Fees, to cover the cost of utilities and school personnel required to be on duty, will be determined per use each year.

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

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## **Churches**

The Board may rent school facilities to local, established churches during times of expansion or extensive repairs in the congregation's own facility. The rental may be approved for a period not to exceed six (6) months, after which further emergency rental may be continued with approval from the Board for a period not to exceed six (6) additional months.

Newly formed congregations must give evidence of site purchase, as well as completion date of facility, prior to entering into the six (6) month agreement.

## **Other**

The Superintendent may lease school property for purposes authorized under this policy or approved by the Board and at a shall develop a schedule of fees for rentals established by the Board provided such use does not interfere with the use of the property for school purposes.

Use of outside areas such as the baseball diamonds, tennis courts, tracks, where no rentals or rental fees are involved, are the responsibility of the building principal, Athletic Director or Activity Director, who may or may not grant permission to out-of-school groups for use of these facilities.

## **Restrictions**

Individuals and organizations may not use school facilities without first submitting a certificate of insurance.

No person(s) or organization(s) may use any school facilities for personal or corporate financial gain.

The use of school facilities by out-of-school groups shall be confined to local, established organizations whose regular meeting place, headquarters, and principal membership are located within the boundaries of the Elkhart Community Schools District. An "established organization" is one which has been in existence a minimum of two (2) years, complete with charter and by-laws, and conducts regular meetings. Such facilities shall be used only for educational, cultural, or recreational purposes. All proceeds shall be devoted to a local public or charitable purpose, specified in advance of preparation of the building permit rental agreement.



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School facilities shall not be available for such activities as private parties, weddings, receptions, family reunions, open house receptions, political fund raising events, funerals, etc.

No tobacco or alcohol use is permitted on any Elkhart Community School property.

The “use of tobacco” shall mean all uses of tobacco, including a cigar, cigarette, pipe, snuff, or any other matter or substance that contains tobacco, as well as electronic, “vapor,” or other substitute forms of cigarettes.

In order to protect students and staff from the adverse impact of tobacco smoke on indoor air quality and encourage students to not use tobacco in any form, the Board prohibits the use of tobacco within any facility owned or leased or contracted for by the Board.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, and any drug paraphernalia, within any facility owned or leased or contracted for by the Board.

## **Food Service Facilities**

When food-serving facilities of the schools are used, the user must comply with public health regulations.

A food service employee must be in charge of the kitchen and equipment when food is prepared or served.

School-related organizations using the cafeteria and facilities for a fund-raising project shall pay for all food and labor costs, including the food service employee, custodial services, and/or any other expenses incurred by the project.

Dinners may be served to school-related groups outside of school hours. The cost of the dinner will be determined by the Director of Food Services or designee.

School cafeterias and kitchens may be used by out-of-school groups when not in competition with established local businesses, in accordance with all guidelines and fees.

## **Facilities available for Community Use when not required for School Purposes**

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**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

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## Auditoriums

Elkhart Central High School  
Elkhart Memorial High School  
Elkhart Memorial High School Little Theater  
Elkhart Area Career Center Auditorium

## Cafeterias - Cafeteriums\*

Elkhart Central High School  
Elkhart Memorial High School  
Elkhart Area Career Center (Blue Room)  
\*North Side Middle School  
\*Pierre Moran Middle School  
\*West Side Middle School

## Gymnasiums - All Purpose Rooms\*

Elkhart Central High School  
Elkhart Memorial High School  
North Side Middle School

Pierre Moran Middle School  
West Side Middle School

Beardsley Elementary School  
Beck Elementary School  
\*Bristol Elementary School  
\*Cleveland Elementary School  
Daly Elementary School  
Eastwood Elementary School  
Feeser Elementary School

Hawthorne Elementary School  
Monger Elementary School  
Osolo Elementary School  
Pinewood Elementary School  
Riverview Elementary School  
Roosevelt Elementary School  
Woodland Elementary School

## Athletic Fields/Elementary Playgrounds (Football, Track, Tennis Courts, Baseball/Softball Diamonds, Elementary Soccer Fields\*)

### Athletic Fields:

Elkhart Central High School (with the exception of Rice Field)  
Elkhart Memorial High School  
North Side Middle School  
Pierre Moran Middle School  
West Side Middle School

### Playgrounds:

Beardsley Elementary School  
Hawthorne Elementary School

# policy

## BOARD OF SCHOOL TRUSTEES ELKHART COMMUNITY SCHOOLS

PROPERTY

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Beck Elementary School  
Bristol Elementary School  
Cleveland Elementary School  
Daly Elementary School  
\*Eastwood Elementary School  
  
\*Feeser Elementary School

Monger Elementary School  
Osolo Elementary School  
\*Pinewood Elementary School  
Riverview Elementary School  
Roosevelt ~~Primary School~~ STEAM Academy  
Woodland Elementary School

Swimming Pools:

Elkhart Central High School  
~~Elkhart Memorial High School~~

### Community Use of Equipment

Audio-visual, music, industrial arts, and other school equipment may be used by staff members in school-community activities which are compatible with the interest of Elkhart Community Schools.

Loan of equipment to the Park and Recreation Department and school-related organizations may be made when the equipment is not in use by the school and when it will be used by a trained operator.

In all cases, approval for the loan or use of school equipment outside of the regular school program must be obtained from the Building Services Office and/or the appropriate building principal. The organization requesting the equipment is responsible for picking it up and returning it as designated by the building principal.

The organization requesting the equipment shall be liable for, indemnify and hold the Elkhart Community Schools harmless from loss and expenses because of any and all damage or injury incurred by the use of such equipment. The organization shall also be required to provide a certificate of insurance demonstrating that such insurance is in effect during the time of the use of such equipment.

The Elkhart Community Schools will not loan or allow the use of personal property, furniture and equipment, which place Elkhart Community Schools in competition with local businesses, to persons or organizations other than those named above.

~~January 1, 2017~~ December 11, 2018

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

OPERATIONS  
8452.01/page 1 of 1

## RESCUE EPINEPHRINE ADMINISTRATION OF STOCK EMERGENCY MEDICINES

The Assistant Superintendent of Student Services will request the County Health Officer for the Elkhart County Health Department sign a standing order and prescription for Elkhart Community Schools to provide rescue medications including epinephrine, naloxone, and albuterol ~~according to~~ in accordance with Indiana code. Following storage guidelines of the medications, the Corporation will attempt to provide rescue epinephrine and naloxone injection and albuterol inhalation devices in the school nurse's office.

Epinephrine and naloxone injection and albuterol inhalation training for select employees, including the school nurse, will be provided by the Corporation.

Any medical use of rescue ~~epinephrine~~ medication will be documented.

I.C. 20-34-4.5 (SEA 392)

~~January 1, 2018~~ December 11, 2018



DISTRICT COUNSEL/  
CHIEF OF STAFF

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: BOARD OF SCHOOL TRUSTEES  
MARK T. MOW, INTERIM SUPERINTENDENT**

**FROM: W. DOUGLAS THORNE** *[Signature]*  
**DISTRICT COUNSEL/CHIEF OF STAFF**

**DATE: DECEMBER 7, 2018**

**RE: RECOMMENDATION REGARDING STIPENDS FOR SUPPORT STAFF**

The administration has been communicating with support staff in the following employee classifications regarding the compensation plans for these classifications:

- Custodians
- Food Services
- Mechanics
- Bus Drivers
- Bus Helpers
- Maintenance
- Secretarial/Business
- Paraprofessionals
- Technical Assistants
- Executive Assistants
- Registered Nurses
- Social Workers
- Therapists
- Technology Services
- Miscellaneous
- Permanent Substitutes

Due to the financial challenges the district is experiencing at this point in time, the administration is not recommending an across the board increase to wage and salary ranges for any employee group. However, on behalf of the administration, I am recommending employees in these classifications receive stipend payments on December 21, 2018 and March 29, 2019. The administration proposes the following stipends to be paid on the above referenced dates as follows:

- Employees scheduled to work for 30.0 to 40.0 hours per week      \$500.00
- Employees scheduled to work for 20.1 to 29.99 hours per week      \$375.00
- Employees scheduled to work for 10.1 to 20.0 hours per week      \$250.00
- Employees schedule to work for 10 hours or less per week      \$125.00

Employees must have completed probation prior to the scheduled payment date to be eligible to receive a stipend payment.

WTD/dls

# *Elkhart Area Career Center Agreement*

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of August, 201  , by and between the Elkhart Community Schools, Elkhart County, Indiana, and «School Corporation».

WHEREAS, Elkhart Community Schools has constructed a building to provide occupational training for those individuals residing within the school corporation/districts who are desirous and in need of such training, said Center being known as the Elkhart Area Career Center and

WHEREAS, «School Corporation» is desirous as a school corporation/district to participate in their students attending said Career Center,

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties mutually agree as follows:

## ARTICLE I. STUDENTS AUTHORIZED TO ATTEND THE CAREER CENTER

Students from participating school corporations/districts may attend the Career Center on a full or partial day basis at the discretion of their own participating school corporation/district, and all credits toward graduation will be issued by the said home corporation/district.

Each student attending the Career Center shall be considered a student of the participating school corporation/district for the purposes of calculating the average daily attendance for the participating school corporation/district, including private, charter, and home schools.

ARTICLE II. ADMINISTRATIVE CONTROL

The Elkhart Area Career Center shall be under the administrative control of the Board of School Trustees, Elkhart Community Schools, Elkhart, Indiana, and said Board shall have authority and responsibility to determine all final decisions concerning the financing and the operation of the Center.

ARTICLE III. LOCAL ADVISORY COUNCIL FOR CAREER AND TECHNICAL EDUCATION (CTE)

A local Career and Technical Education (CTE) advisory council for career and technical education shall be approved by the Board of School Trustees, Elkhart Community Schools, Elkhart County, Indiana, representing broad interests in career and technical education, on an interest basis. The functions of this council shall be to provide recommendations for the operation of the Career Center and to bring these recommendations to the administration of the Career Center and the Board of School Trustees, Elkhart Community Schools. This advisory council, as nearly as possible, should represent the interests of all of the people within the area served by the Elkhart Area Career Center.

This advisory council will meet a minimum of two times each year, and the minutes of those meetings shall be emailed to all participating school corporations/districts and shall be available at the Elkhart Area Career Center at all times.

ARTICLE IV. TRANSPORTATION OF STUDENTS

Decisions regarding transportation of students to the Career Center shall be left to the discretion of the local Boards. No transportation of students to and from the Center will be provided by the Career Center.

ARTICLE V. BUDGET AND ACCOUNTING

The annual budget for the operation of the Career Center shall be prepared in accordance with the policies of the Indiana State Board of Accounts and the Superintendent of Public Instruction. Said budget will be developed on a total project basis and shall first be subject to the final approval by the Board of School Trustees, Elkhart Community Schools, Elkhart County, Indiana. Elkhart Community Schools shall maintain a separate Vocational Fund in the Fund Ledger and Ledger of Receipts, and shall observe all other accounting procedures required by the Indiana State Board of Accounts.

The Elkhart Community Schools, serving as the administering school, is entitled to recover costs incurred for administering the Elkhart Area Career Center program by multiplying their approved federal fund indirect cost rate times the Elkhart Area Career Center fiscal year current expenditures and prorating the costs in accordance with the provisions of ARTICLE IV, as a part of the total cost per pupil enrolled.

A copy of the projected budget shall be submitted to the participating school corporations/districts no later than February 1, for the following school year. At the end of the fiscal year, an expenditure of funds report will be submitted to each school corporation/district.

ARTICLE VI. COST TO PARTICIPATING SCHOOL CORPORATION/DISTRICT

The cost to a participating school corporation/district shall be determined in the following manner: Each participating school corporation/district will pay the net per capita cost for each of its students enrolled in the Career Center program. Said net per capita cost shall be determined on the basis of the following formula:

$$\begin{array}{l} \text{Total operating cost of program} \\ \text{Less state and federal reimbursement} \\ = \text{Net cost per student enrollment in the Career Center} \end{array}$$



Utilizing this formula, the participating school corporation/district shall be billed on a monthly basis on the estimated cost per student. The final billing shall be resolved after the reimbursement is made in July and will be based on the actual net cost per capita for the students enrolled.

Any specific fees, such as book rental or student supplies shall be the responsibility of the student.

#### ARTICLE VII. STUDENTS TO BE ENROLLED

The following enrollment procedures will be used:

The Guidance Department of the Career Center will provide each participating school corporation/district with a list of CTE programs to be offered during the new school year on or before January 10 of each year.

Applications for enrollment will be supplied to the participating school corporations/districts on or before February 20 and the enrollment process initiated.

On or before March 31, the participating school corporation/district shall have completed the enrollment forms and returned them to the Guidance Department of the Elkhart Area Career Center.

On or before April 5, the Career Center counseling staff shall tabulate the number of applications and initiate the normal balancing procedure working with cooperating school counselors to insure reasonable and cost effective class enrollment numbers. It is understood that some variation in enrollment will take place between this spring balancing and the ADM final count; however, cooperating school agrees to have done the major portion of their screening by May 10 and only minor adjustments should occur from this point to the official ADM day.

On or before the official ADM count day for the school year of this Agreement, the participating school corporation/district does herewith enter into as a part of this contract to provide for the financial costs incurred for those student enrollees whose placement shall be determined in accordance with the procedures herewith defined for the succeeding school year.

ARTICLE VIII. EMPLOYMENT OF PERSONNEL

All personnel employed at the Elkhart Area Career Center shall be the responsibility of the Elkhart Community Schools, in accordance with licensing procedures of the State of Indiana.

ARTICLE IX. PERIOD OF AGREEMENT

This agreement shall begin on the 1<sup>st</sup> day of August, and shall continue on a fiscal year, July 1 to June 30. A new contract will be written on or before August 1 of the fiscal year.

IN WITNESS WHEREOF the parties hereto have signed this Agreement and caused their seals to be affixed and attested on the day and year indicated.

*ELKHART COMMUNITY SCHOOLS*

*«School Corporation»*

By \_\_\_\_\_  
President of the Board

By \_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Superintendent of Schools

Attested:  
  
\_\_\_\_\_  
Secretary of the Board

Attested:  
  
\_\_\_\_\_  
Secretary of the Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST**

School: ELKHART CENTRAL

Class/Group: VARSITY SOFTBALL

Number of Students: 18

Date/Time Departing: APRIL 19, 2019 End of School 2:00 PM

Date/Time Returning: APRIL 20, 2019

Destination: SEYMOUR HIGH SCHOOL SEYMOUR, IN  
City State

Overnight Facility: HOLIDAY INN EXPRESS

Mode of Transportation: BUS

Reason for Trip: DOUBLE HEADER, TO OFFER OUR TEAM A REWARDING  
EXPERIENCE BY PLAYING OUTSIDE OF OUR AREA, MEETING  
NEW PEOPLE, AND THE CHANCE TO PLAY THE STATES  
TOP COMPETITION

Names of Chaperones: BRENT BARDS, HEATHER CLEAR, JORDAN GREEN, CUREY HANUSBAUGH,  
ONE SOFTBALL MEMBER ROOM FOR PLAYERS

Cost per Student: \$ 0 HOTEL COSTS FROM SOFTBALL BUDGET (INCLUDING BUS DRIVER,  
MEALS WILL BE PROVIDED BY PARENTS

Method of Payment: SOFTBALL BUDGET + PROGRAM FUNDRAISER

Plans to Defray Costs for Needy Students: SOFTBALL BUDGET + PROGRAM FUNDRAISER

Are needy students made aware of plans? YES

Signature of Teacher/Sponsor: *Brent Bards*

Signature of Principal: *Frank Seygl* Date: 11/19/18

\*\*\*\*\*  
Send to Assistant Superintendent for approval and for submission to  
Board of School Trustees.

Approval of Assistant Superintendent: *Brenda Sheppard* Date: 12/4/18

Approved by Board: \_\_\_\_\_  
(All overnight trips require prior approval by Board Policy IICA.)

September 15, 1998

*Rec'd 11/20/18 after  
deadline*

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Contract ("this Contract") alters the basic teacher contract for the employment of Steven W. Thalheimer (the "Superintendent") as Superintendent by the Board of School Trustees of the Elkhart Community Schools ("the Board") by consent of the parties in the manner permitted by Ind. Code 20-28-8-6.

### 1. Employment of Superintendent and Term of Employment

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Elkhart Community Schools for the period beginning on January 1, 2019, and concluding on June 30, 2021, subject to the terms of this Contract.

The parties agree the Superintendent shall be a twelve (12) month employee of the Elkhart Community Schools, and the number of work-days shall be consistent with those for all other twelve (12) month administrators.

The Board agrees to review the Superintendent's performance quarterly during an executive session of the Board. Annually, the Board may prepare a written evaluation of the Superintendent's performance.

This Contract contains additional terms and conditions of said employment and is intended to supplement the regular teacher's contract, which is attached hereto, incorporated herein and identified as "Attachment A", and executed as required by Ind. Code 20-28-8-6.

### 2. Duties of the Superintendent

The parties agree the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in a position description which is attached hereto incorporated herein and identified as "Attachment B".

The review of the Superintendent's job performance provided for in Section 1 of this Contract shall be based upon the duties in this position description. In addition, the parties may mutually agree upon annual performance standards/goals for the Superintendent. The parties agree the description of duties as Superintendent as stated in the Superintendent's position description represent a reasonable division of responsibilities between the policy making responsibility of the Board, and the implementation and management responsibilities of the Superintendent. The parties further agree this division of responsibilities is consistent with and shall continue to be implemented consistent with the Indiana School Boards' Association Code of Ethics for School Board members which is attached to this Contract and identified as "Attachment C".

The Superintendent agrees his duties, pursuant to this Contract, represent full time employment and he will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving his personal services without the written permission of the Board.

### 3. Salary and Benefits

As consideration for the performance of duties and meeting the qualifications established by this Contract, the Board agrees the Superintendent shall receive the following:

a. Salary

The Superintendent's base salary shall be \$ 180,000 for the July 1<sup>st</sup> through June 30<sup>th</sup> contract year. For the period January 1, 2019, until June 30, 2019, the Superintendent's salary shall be the prorated portion of that base salary. The Board agrees it shall consider the possibility of an increase in base salary amount pursuant to this Contract each contract year. The Superintendent shall be paid in twenty-six (26) equal installments on a schedule fixed for all employees of the Board.

b. Insurance, Leave, and Other Benefits

The Superintendent shall be entitled to all insurance, leave, and other benefits approved by the Board for administrators. In lieu of the contribution to a VEBA account, the Board shall include an amount equal to 2% of the base salary in the first pay in January to be used by the Superintendent to fund a Health Savings Account.

c. ISTRF Employee Contribution

The Board shall make any contribution to the Indiana State Teachers' Retirement Fund which would otherwise be required to be paid by the Superintendent.

d. Physical Examination

On an annual basis, the Superintendent shall undergo a complete physical examination as established by Board Policy for administrators. The cost of the examination, including costs of tests undertaken as a part of it, shall be paid by the Board. A copy of the examination report shall be furnished to the Board. The Superintendent shall execute any and all documents necessary for the Board to obtain all medical information generated as a result of the physical examination.

e. Business and Professional Expenses

The Board shall reimburse the Superintendent for appropriate business and professional expenses actually incurred by him in the service, or for the benefit of the District that are approved by the Board. Appropriate expenses shall include expenses incurred in attendance at the professional meetings outside the school corporation boundaries and other actual expenses incurred in the performance of his duties within the school corporation. Attendance at conferences outside the state must be approved in advance by the Board. The Board agrees to provide the Superintendent with fully paid memberships in the Indiana Association of Public School Superintendents and the American Association of School Administrators.

f. Vehicle Allowance

The Board shall provide an annual vehicle allowance in the amount of \$10,000 which may be, upon submission of a written request by the Superintendent, be added to the Superintendent's annual base salary to provide reimbursement for the costs associated with the use of the Superintendent's personal vehicle for business purposes.

g. Incentive-Based Compensation

The Board agrees to budget an amount not to exceed \$15,000 annually during each year of this Contract which may be used for incentive-based compensation for the Superintendent. The Board and Superintendent shall determine annually the goals to be achieved by the Superintendent in order to receive said incentives. Said goals shall be reduced to writing in the form of a resolution to be approved by the Board in its regular course of business.

4. Extension of the Contract

Effective with the execution of this Original Contract, the parties agree the term of this Contract governing the Superintendent's employment shall be extended automatically for (1) additional year, pursuant to the provisions set forth in IC 20-28-8-6 (b)(1), unless the Superintendent provides the Board written notice under the terms of this paragraph during the month of November, and the Board fails to inform the Superintendent in writing on or before December 31, of its intent not to extend the term. Such automatic extension shall be upon the terms and conditions of this Agreement, unless otherwise negotiated.

5. Cancellation of this Contract

a. Cancellation for Failure to Meet Minimum Qualifications

The parties agree at the time of the execution of this Contract, the Superintendent meets the minimum qualifications for the position of Superintendent as stated in the job description attached to this Contract. If at any time, the Superintendent no longer meets these minimum qualifications, this Contract shall terminate immediately without any due process or other pre-condition to cancellation except as is necessary to confirm non-compliance.

b. Cancellation for Other Reason(s)

In addition to cancellation of this Contract for failure of the Superintendent to meet minimum qualifications for continued employment pursuant to paragraph 5(a) immediately above, the parties agree this Contract may be cancelled pursuant to its own terms in any of the following circumstances:

- 1) the parties agree in writing to cancel it;
- 2) the Superintendent is disabled within the terms of the long-term disability policy provided by the Board and is entitled to benefits under that insurance policy in the opinion of the insurance company providing that insurance coverage;

- 3) the Superintendent is convicted of a crime under state or federal law;
- 4) the Superintendent notifies the Board of his resignation in writing at least one hundred eighty (180) days prior to its proposed effective date and presents a written resignation agreement in which he agrees to:
  - a. continue to devote his full attention and time to his duties pursuant to this Contract until the effective date of his resignation; and
  - b. cooperation as requested by the Board in the selection and orientation of a new Superintendent until the effective date of his resignation.
- 5) by the Board for cause as provided by any statute stipulating cause for dismissal of teachers, provided, however, the Board must give the Superintendent proper notice and, if he requests a hearing at least ten (10) days before termination must grant him a due process hearing with the benefit of counsel at his own expense before the Board in an official meeting. "Cause" shall include without limitation, acts which constitute incompetence, immorality, insubordination or other offense recognized as "cause" under the law for the termination of employee contracts. The Board and Superintendent further agree the rights of the Superintendent as a teacher under Indiana law are not affected. Upon dismissal, the Superintendent shall hold no claim for further compensation, subject, however, to the provisions of law concerning the employment and dismissal of teachers are in force and effect.

#### 6. Defense and Indemnification for Acts as Superintendent

The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board and to defend and indemnify and hold the Superintendent harmless for all claims, demands, and judgments arising out of the performance of the duties set out in the job description attached to this agreement to the fullest extent permitted by law. This Paragraph shall not include any criminal acts or civil litigation resulting therefrom. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against any claims, demands, suits, actions, or legal proceedings.

#### 7. Entire Contract of Parties

The parties agree this Contract contains all the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. Modifications to this contract shall be approved by both parties in the same manner this Contract was approved.

If required for purposes of compliance with a legal standard or request of the State Board of Accounts of the State of Indiana, the parties agree they will execute one or more standard teacher contracts to implement the terms of this Contract. The parties further agree to the extent this Contract is inconsistent with the Superintendent's basic teacher

contract, this Contract replaces the terms of the teacher contract and this Contract shall control.

This Contract is governed by the laws of the State of Indiana and shall be subject to the provisions of any applicable state law concerning the terms and conditions of an employment contract between a public school corporation and its superintendent. If, during the term of this Contract, any specific clause or provision thereof is determined to be illegal or in conflict with state or federal law, the illegal or conflicting provision shall be deemed void. The remainder of this Contract shall not be affected and shall remain in full force and affect.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Board of School Trustees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Superintendent:

\_\_\_\_\_



## *Elkhart Community Schools* **Position Description**

<b>Position Title:</b>	<b>Superintendent of Schools</b>	
<b>Qualifications:</b>	Master's Degree; Indiana Superintendent's Certificate; and Successful Teaching and Administrative Experience	
<b>Department:</b>		
<b>Reports to:</b>	Board of School Trustees	
<b>Prepared by:</b>	Pamela Cozort	<b>Date: August 9, 2005</b>
<b>Approved by:</b>	Doug Thorne	<b>Date: August 9, 2005</b>

**POSITION GOAL:** The Superintendent of Schools is the chief executive officer of the Elkhart Community Schools and is directly responsible to the Board of School Trustees for the management of all parts of the school corporation as provided by law. He/she shall see that the school system operates in such a manner that the educational philosophy and objectives adopted by the Board of School Trustees are carried out in an efficient and effective manner based upon available resources so as to achieve maximum results from the Elkhart Community Schools' educational programs.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES** (*Other duties may be assigned*)

1. Initiate and direct the development of policies which comply with state or federal laws and which are for the betterment of all programs by staff members for submission to the Board of School Trustees.
2. Initiate and direct the development of written rules and regulations which are in compliance with Board policy or law and which shall enhance the efficient and effective operation of all departments of the school corporation.
3. Delegate authority and responsibilities in written form to all staff members in a manner deemed the most efficient and efficient and effective for achieving the maximum program results through an effective team management process.
4. Convene and direct meetings with professional staff on a regular basis to discuss short-term and long-term plans for the school district's educational program, thus leading to improved communications among the educational community membership.
5. Meet and discuss the overall administration of the school district with building principals and other supervisory and administrative personnel on a regular basis.
6. Meet with the Board of School Trustees at all regular and special meetings.
7. Recommend to the Board of School Trustees "study sessions" for informing them about needs, programs, and operations of the school district when necessary for the efficient and effective operation of the school district.
8. Initiate and direct the study and formulation of salary schedules and other personnel welfare matters and submit detailed written reports and recommendations to the Board of School Trustees.
9. Approve and recommend to the Board of School Trustees in written form the appointment and dismissal of all employees.
10. Initiate and direct through staff committees the selection and recommend for adoption by the Board of Trustees all textbooks and instructional material used in the school corporation in accordance with state law.
11. Meet with individuals and groups, publicly and privately, to discuss and interpret the various aspects of the total school district program.
12. Establish and maintain a friendly and cooperative relationship with all news media, i.e., press, radio and television, in the Elkhart area.
13. Initiate and direct all studies related to major building repairs and submit detailed written reports and recommendations to the Board of School Trustees.
14. Initiate and direct all studies related to new site development and new physical plant construction and submit detailed written reports and recommendations to the Board of School Trustees.
15. Initiate and direct the annual development of the school district budget utilizing appropriate personnel in the various departments of the school district.
16. Call upon and request assistance from all certified and classified personnel as is appropriate in the performance of all responsibilities assigned.
17. Be responsible for the efficient and effective operation of the program within the approved budget appropriations as adopted by the Board of School Trustees.
18. Conduct continuous evaluations of all facets of the educational program to facilitate better planning, programming and the best utilization of available resources.
19. Serve at the direction of the Board of School Trustees and carry out all assignments which it requests.

**TERMS OF EMPLOYMENT:** Contract reviewed annually by Board of School Trustees and fringe benefits as per Board policies.

**EVALUATION PROCESS:** The Superintendent will be evaluated annually by the Board of Trustees in a special session with the Superintendent.

**Qualification Requirements:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Supervisory Responsibilities:** Supervise pupils and/or specific work assignments as determined by the Building Principal or designee. All services are performed under the direct supervision of professional individuals.

**Education and/or Experience:** Completion of at least 2 years of study at an institution of higher education, or met a rigorous standard of quality and can demonstrate, through a formal State or local assessment (a) knowledge of, and the ability to assist in instructing reading, writing, and mathematics, or (b) knowledge of, and the ability to assist in instructing reading readiness, as appropriate.

**Other Skills and Abilities:** Wholesome and understanding attitude toward children; ability to use proper English and communicate well with people; neat personal appearance, pleasing personality; willingness to learn and expand general knowledge.

**Physical Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is acceptable to this particular environment. However, the noise level can vary depending upon daily activity, but will still remain within the acceptable noise level range. The employee continuously is interacting with the public, staff and students. The employee frequently will be required to meet multiple demands from several people.

***The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.***

# INDIANA SCHOOL BOARDS ASSOCIATION

## CODE OF ETHICS

A School Board member should honor the high responsibility that membership demands:

- BY thinking always in terms of *children first*.
- BY understanding that the basic function of the school board member is *policy-making* and not *administrative*, and by accepting the responsibility of learning to distinguish between these two functions.
- BY accepting the responsibility, along with fellow board members, to assure that adequate facilities and resources are provided for the proper functioning of schools.
- BY refusing to *play politics* in either the traditional partisan, or in any petty sense.
- BY representing the entire school community at all times.
- BY accepting the responsibility of becoming well-informed concerning the duties of board members, and the proper function of public schools.
- BY recognizing responsibility as a State official to seek the improvement of education throughout the State.

School Board member should demonstrate respectful relationships with other members of the Board.

BY recognizing that authority rests only with the board in official meetings and that the individual member has no legal status to bind the board outside of such meetings.

BY recognizing the integrity of previous board members and the merit of their work.

BY refusing to make statements or promises as to how he or she will vote on any matter which should properly come before the board as a whole.

BY making decisions only after all facts bearing on a question have been presented and discussed.

BY respecting the opinion of others and by graciously conforming to the principle of *majority rule*.

BY refusing to participate in irregular meetings which are not official and when all members do not have the opportunity to attend.

BY working with fellow board members and the administration fairly determine the present and future educational needs of the community.

A School Board member should maintain desirable relations with the superintendent of schools and other employees.

- BY striving to procure the best professional leader available for the head administrative position.
- BY giving the superintendent full administrative authority for properly discharging the professional duties of the position and the responsibility to achieve acceptable results.
- BY acting only after consideration of the superintendent's recommendations on matters of school governance.
- BY having the superintendent present at all meetings of the Board except when his or her contract and salary considerations are under review.
- BY respecting proper communication channels, referring all complaints to the proper administrative office and considering them only after failure of an administrative solution.
- BY providing adequate safeguards around the superintendent and other employees so that they can perform their responsibilities.
- BY presenting criticisms of an employee directly to the superintendent.

A School Board member should maintain a commitment to the community:

- BY developing and adopting a mission and a vision statement for the school corporation.
- BY conducting all school business transactions openly.
- BY vigorously seeking adequate financial support for the schools.
- BY refusing to use the school board position for personal gain.
- BY refusing to discuss confidential board business anywhere other than when attending a properly advertised board meeting.
- BY earning the community's confidence that all is being done in the best interests of school children.

**ELKHART COMMUNITY SCHOOLS**  
**Elkhart, Indiana**

DATE: November 30, 2018  
 TO: Mr. Mark T. Mow, Interim Superintendent  
 FROM: Dr. William Kovach *W. Kovach*  
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant  
 December 11, 2018 - Board of School Trustees Meeting**

**\*\*FOR CONFIRMATION ONLY\*\***

2018- 2019 CONFERENCES	EXPENSES	SUBSTITUTE
<b>Hot Rodders of Tomorrow National Conference</b> Attending as a chaperone, attending college, and learning sessions with one or two teams that will be going. Each team is required to have a chaperone.  Indianapolis, IN December 4 - 8, 2018 Angela Gortney (0-0) 4 days absence CTSO	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>
2018-19 YEAR-TO-DATE PERKINS FUNDS	\$19,906.39	
<b>GRAND TOTAL</b>	<b>\$19,906.39</b>	<b>\$0.00</b>

**ELKHART COMMUNITY SCHOOLS**

**Elkhart, Indiana**

DATE: December 6, 2018  
 TO: Mr. Mark T. Mow, Interim Superintendent  
 FROM: Dr. Bradley Sheppard *Bradley Sheppard*  
 RE: **Conference Leave Requests**  
**December 11, 2018 - Board of School Trustees Meeting**

**The following requests for excused absences are recommended for approval:**

<b>2018 - 2019 CONFERENCES</b>	<b>EXPENSES</b>	<b>SUBSTITUTE</b>
<b>DEVELOPING BEHAVIOR INTERVENTION PLANS</b> This session will provide an overview of the process for developing behavior intervention plans (BIPs). Indianapolis, IN January 15, 2019 (1 day's absence) CHARLENE TROTTER - MEMORIAL (2-2)	\$216.77	\$0.00
<b>FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)</b>	<b>EXPENSES</b>	<b>SUBSTITUTE</b>
<b>GENIUS HOUR</b> This workshop will provide information on how to structure a Genius Hour along with implementation strategies. Carmel, IN October 3, 2018 (1 day's absence) DODIE NORRIS - CLEVELAND (1-2)	\$213.50	\$95.00
	<b>\$430.27</b>	<b>\$95.00</b>
2018 YEAR-TO-DATE GENERAL FUNDS	\$28,538.81	\$2,470.00
2019 YEAR-TO-DATE GENERAL FUNDS	\$3,085.37	\$190.00
2018 YEAR-TO-DATE OTHER FUNDS	\$257,553.25	\$14,345.00
2018 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
2019 YEAR-TO-DATE OTHER FUNDS	\$3,108.38	\$285.00
2019 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$292,285.81</b>	<b>\$17,290.00</b>

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



**HUMAN RESOURCES**

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**ELKHART  
COMMUNITY SCHOOLS**

INTERNAL MEMO

**TO: MR. MARK MOW**  
**FROM: MS. CHERYL WAGGONER**  
**DATE: DECEMBER 11, 2018**

**PERSONNEL RECOMMENDATIONS**

**CERTIFIED**

- a. **Agreement** – We recommend the approval of two agreements regarding unpaid time.
- b. **New Certified Staff** – We recommend the following new certified staff for employment in the 2018-19 school year:

<b>Scott Allen</b>	<b>Pinewood/Special Education</b>
<b>Addison Gring</b>	<b>Roosevelt/Grade 3</b>
<b>Kathryn Roberts</b>	<b>Feeser/Grade 3</b>

- c. **Retirement** – We report the retirement of the following employee at the end of the 2018-19 school:

<b>Vicki Rogers</b>	<b>North Side/Math</b>	<b>43 Years of Service</b>
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- d. **Leave** – We recommend a personal leave for the following employee:

<b>Rhiannon Harrison</b>	<b>Central/Assistant Principal</b>
Begin: 1/7/19	End: 6/28/19

**CLASSIFIED**

- a. **New Hires** – We recommend regular employment of the following classified employees:

<b>Roger Alwine</b> Began: 10/5/18	<b>Commissary/Misc Food Service Truck Driver</b> PE: 12/7/18
<b>Marilyn Bender</b> Began: 10/3/18	<b>EACC/Paraprofessional</b> PE: 12/5/18
<b>Saul Chorro Romero</b> Began: 10/2/18	<b>Bristol/Custodian</b> PE: 11/28/18

<b>Jessica Dubose</b> Began: 10/8/18	<b>Beardsley/Food Service</b> PE: 12/10/18
<b>Karen Fraire Vargas</b> Began: 8/27/18	<b>West Side/Food Service</b> PE: 10/21/18
<b>Bethanie Hartman</b> Began: 10/8/18	<b>Beck/Paraprofessional</b> PE: 12/10/18
<b>Tina Helbling</b> Began: 10/1/18	<b>Transportation/Bus Driver</b> PE: 12/3/18
<b>Starr Laughman</b> Began: 10/8/18	<b>Memorial/Food Service</b> PE: 12/10/18
<b>Samantha McGinnis</b> Began: 9/28/18	<b>Commissary/Food Service</b> PE: 11/30/18
<b>Colette Morris</b> Began: 9/24/18	<b>Central/Food Service</b> PE: 11/26/18
<b>Brandon Shaw</b> Began: 9/28/18	<b>Transportation/Bus Helper</b> PE: 11/30/18
<b>Hailey Vinsant</b> Began: 10/8/18	<b>Bristol/Food Service</b> PE: 12/10/18

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

<b>Pamela Murphy</b> Began: 2/2/04	<b>Cleveland/Occupational Therapist</b> Retire: 1/7/19 14 Years of Service
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**c. Resignation** – We report the resignation of the following classified employees:

<b>Jill Barfell</b> Began: 4/24/09	<b>ESC/Executive Assistant</b> Resign: 1/4/19
<b>Sharon Kirkpatrick</b> Began: 10/5/15	<b>Pierre Moran/Food Service</b> Resign: 12/8/18
<b>Cindy Westfall</b> Began: 2/21/17	<b>Woodland/Registered Nurse</b> Resign: 12/21/18



d. **Unpaid Leave** – We recommend an unpaid leave of the following classified employee:

**Clara Hendrix**  
Began: 11/25/18

**Transportation/Bus Helper**  
End: 5/25/19

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

**Eddie Neal, Jr.**  
Began: 1/11/17

**Central/Paraprofessional**  
End: 12/11/18  
Board Policy: 3139.01s c, f, g

