

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

May 22, 2018

CALENDAR

May	22	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
May	22	immediately following	Executive Session, J.C. Rice Educational Services Center
May	22	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Jun	12	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jun	12	immediately following	Executive Session, J.C. Rice Educational Services Center
Jun	12	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Jun	19	7:00 a.m.	Public Work Session, J.C. Rice Educational Services Center

- A. CALL TO ORDER/PLEDGE
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. SUPERINTENDENT'S STUDENT ADVISORY COUNCIL REPRESENTATIVES
Memorial High School
Central High School
- E. GIFT ACCEPTANCE - The administration recommends Board acceptance with appreciation of recent donations made to Elkhart Community Schools.
- F. STUDENT RECOGNITION:
Gymnastics Team - Central
Quiz Bowl - West Side
- G. MINUTES
May 8, 2018 – Public Work Session
May 8, 2018 – Regular Board Meeting
May 15, 2018 – Public Work Session
- H. TREASURER'S REPORT
Consideration of Claims
Financial Report – January 1, 2018 – April 30, 2018

Fund Loans – The Business Office reports on fund loans made at the end of April, 2018.

Resolution to Cash In Outstanding Certificate of Deposit (CD) – The Business Office seeks Board adoption of a resolution to cash in an outstanding Certificate of Deposit.

2019 Budget Timeline – A timeline for the 2019 Budget is provided for Board review.

Field Turf Contract Approval - The Business Office seeks Board approval of the field turf contract.

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

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

Monthly Insurance Update

I. UNFINISHED BUSINESS

Sale of Land at North Side Middle School to City of Elkhart

New Course Offering – The administration presents a proposed course offering for Board review.

Board Policy 3139AC – Staff Discipline - The administration presents proposed revisions to Board Policy 3139AC – Staff Discipline, as presented at the May 8th regular meeting.

Board Policy 3139.01S – Disciplinary Actions - The administration presents proposed revisions to Board Policy 3139.01S – Disciplinary Actions, as presented at the May 8th regular meeting.

Board Policy 3139.02ACS – Administrative Leave of Absences - The administration presents proposed revisions to Board Policy 3139.02ACS – Administrative Leave of Absences, as presented at the May 8th regular meeting.

J. NEW BUSINESS

Board Policy 5830 – Student Fundraising - The administration presents proposed revisions to Board Policy 5830 – Student Fundraising, for initial consideration.

Administrative Regulation KI – Application for Fundraiser Approval - The administration presents proposed revisions to Administrative Regulation KI – Application for Fundraiser Approval, for initial consideration.

Board Policy 8442 – Reporting Accidents - The administration presents proposed revisions to Board Policy 8442 - Reporting Accidents, for initial consideration.

Administrative Regulation IICA Form – Education Study Trip Permission Form - The administration presents proposed revisions to Administrative Regulation IICA Form – Education Study Trip Permission Form, for initial consideration.

Board Policy 3422.14S – Employees in Technology Services Positions Compensation Plan - The administration presents proposed revisions to Board Policy 3422.14S – Employees in Technology Services Positions Compensation Plan, and asks to waive 2nd reading.

Healthy Hearts Program Presentation

Indiana Coalition of Continuous Improvement School Districts – The administration requests authorization to join the coalition.

Elkhart and St. Joseph Counties Head Start Consortium Board Appointment – The administration requests authorization to appoint Tony England to the Consortium Board.

Early Release Day Change – The administration requests authorization to change the early release day for the 2018-2019 school year.

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

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

K. 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.

L. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

M. ADJOURNMENT



ELKHART CENTRAL HIGH SCHOOL

ONE BLAZER BOULEVARD • ELKHART, IN 46516

PHONE: 574-295-4700



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: 5/9/2018

TO: Dr. Rob Haworth
Board of School Trustees

FROM: Frank Serge (Principal)
Tracy Korn (Teacher)

RE: Donation Approval

Elkhart Central High School received a donation check from South Bend Medical Foundation in the amount \$875.00. The check is in support of the Elkhart Central National Honor Society and will be used for supplies in support of the club.

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:

South Bend Medical Foundation
530 North Lafayette Boulevard
South Bend, Indiana 46601



EASTWOOD ELEMENTARY SCHOOL

2605 COUNTY ROAD 15 • ELKHART, IN 46514

PHONE: 574-262-5583



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

Date: 5/8/18

To: Dr. Rob Haworth
Board of School Trustees

From: Kevin Beveridge
Billie Jo Etchason

RE: Gift Acceptance

Lippert Components is partially sponsoring a trip for Eastwood's Third Grade to go to the RV Hall of Fame on May 16, 2018. They are also going to provide lunch to the entire school (students and staff) on May 16.

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:

Lippert Components,
c/o Jason Lippert
3501 CR 6 East
Elkhart, 46514

Field Trip Donation: \$200.00



STUDENT SERVICES

PHONE: 574-262-5540



ELKHART COMMUNITY SCHOOLS

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

DATE: 5/1/2018

TO: Dr. Rob Haworth
Board of School Trustees

FROM: Anthony England, Assistant Superintendent of Student Services

RE: Donation

12

We received a check in the amount of \$273.00 from the Elkhart Brass United to End Bullying Team. The monies will be well utilized in supporting our bullying prevention efforts in our schools.

We are requesting a letter of acknowledgement and appreciation be sent to:

Maribeth Schoen
Elkhart Brass United to End Bullying Team
1302 W. Beardsley Ave
Elkhart, IN 46514



SUPERINTENDENT'S OFFICE

PHONE: 574-262-5526



ELKHART COMMUNITY SCHOOLS

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

DATE: May 14, 2018
TO: Dr. Rob Haworth
Board of School Trustees
FROM: Susan Ott
RE: Donation Approval

Memorial contributions have been made in memory of Carol Lynn Meyers to Elkhart Community School's speech and hearing department.

I am requesting approval from the Board of School Trustees to accept this \$150.00 donation and that appropriate letters of acknowledgement and appreciation is sent to:

John & Teresa Jamison
822 Oak Ridge Drive
South Bend, IN 46617

The Family of Laura Stack
802 Thomas Street
Elkhart, IN 46516

John Hutchings
117 N. Michigan Street
Elkhart, IN 46514

Shirley Stajkowski
3111 Cherry Tree Lane
Elkhart, IN 46514

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

Elkhart Community Schools
Elkhart, Indiana

May 8, 2018

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

Place/Time

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

Absent:	Carolyn R. Morris
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ECS Personnel Present:	Tony England Tony Gianesi Rob Haworth	Cheryl Waggoner Bob Woods
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The Board was presented information on the upcoming Pierre Moran exploration meetings with community members and the Latino connection night set for May 23rd. The Board also discussed agenda items for the regular Board meeting.

Topics Discussed

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

Adjournment

APPROVED:

Karen S. Carter, President

Susan C. Daiber, Member

Douglas K. Weaver, Vice President

Rodney J. Dale, Member

Jeri E. Stahr, Secretary

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
May 8, 2018

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

Place/Time

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

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

Call to Order

Chief operating officer, Tony Gianesi, recited the Elkhart Promise.

The Elkhart Promise

Mrs. Carter discussed the invitation to speak protocol.

Superintendent’s Student Advisory Council (SSAC) representatives introduced themselves: Elizabeth Weimer, a sophomore from Memorial High School (MHS) and Madeline Lapp, a junior, and Juan Resendiz, a sophomore, from Central High School (CHS). Ms. Weimer is a member of the concert band and the tennis team in addition to SSAC. Ms. Weimer reported on the following: ISSMA awards for wind ensemble, concert choir, and orchestra; senior awards concerts for orchestra and band are May 20th; springs sports are in full swing; softball sectionals begin May 21st at Memorial; baseball tournament is May 26th; and unified track sectionals are at Bremen on May 19th. The varsity club is hosting a Spring Fling on June 6th. Madeline Lapp and Juan Resendiz noted the following: choral awards concert is May 15th; percussion concert is May 17th; the Blazer Brigade will participate in the Memorial Day parade on May 28th; and concert bands will have their final concert on May 30th; all sports are active for the next couple of weeks; academic awards are Wednesday; and the prom is Saturday at the Crystal Ballroom.

SSAC Representative

Rod Roberson, director of co-curricular programming, introduced Major Jeffrey Dorman and Senior Master Sgt. Scott Rutledge. Major Dorman described the events the cadets on the Raider teams performed: a 5K team run, a quarter mile litter carry with a 235 pound dummy, a rope bridge event, and a physical fitness competition of pushups, sit-ups and a 1.5 mile run. At their first ever event in Terre Haute, the team placed second and this past Saturday the cadets competed at Marion, finishing in the top half.

Student Recognition

Mr. Roberson, introduced Jen Buckholz, director of Memorial's Winter Guard. Ms. Buckholz was joined by 8 of the 15 guard members and congratulated them on their commitment to the program. The team competed throughout the state and qualified for state finals this year, placing 11th out of 56.

Tessa Sutton, Supervisor of Connective Leadership & Inclusion, spoke on the activities related to the Culture Series. Mrs. Sutton noted the following: over 3,000 students attended screenings of Hotel Rwanda and heard Henriette Ngenga, a genocide survivor, speak; the public was invited to a Conversation with a Human Rights Defender at the Lerner with Superintendent Haworth and art teacher, Kristin Baker, interviewed Henriette Ngenga and local human rights defenders were recognized; and the publication of the Different Together book. Mrs. Sutton presented a glass statue to Beth North, board member of Premier Arts, for their continued contributions to the culture series.

At this point, Board member Carolyn Morris arrived.

By unanimous action, the Board approved the following minutes:
April 24, 2018 – Public Work Session
April 24, 2018 – Regular Board Meeting

By unanimous action, the Board approved payment of claims totaling \$6,479,520.65 as shown on the May 8, 2018, claims listing. (Codified File 1718-137)

By unanimous action, the Board tabled action regarding the sale of land at North Side Middle School to the City of Elkhart.

By unanimous action, the Board approved proposed school fundraisers in accordance with Board policy. The funds raised through the listed activities are deposited into each school's extra-curricular fund. (Codified File 1718-138)

By unanimous action, the Board tabled the discussion on a new course offering asking for further clarification.

By unanimous action, the Board confirmed submission of an innovation grant to United Way for \$10,000 from Community Education for family literacy programs. (Codified File 1718-139)

The Board was presented proposed revisions to Board Policy 3139AC – Staff Discipline, for initial consideration.

The Board was presented proposed revisions to Board Policy 3139.01S – Disciplinary Actions, for initial consideration.

The Board was presented proposed revisions to Board Policy 3139.02ACS – Administrative Leave of Absences, for initial consideration.

Special
Recognition

Morris Arrived

Approval of
Minutes

Payment of
Claims

Sale of Land at
North Side

Fundraisers

New Course
Offering

Grant

Board Policy
3139AC

Board Policy
3139.01S

Board Policy
3139.02ACS

By unanimous action, the Board approved and waived seconded reading of proposed revisions to Board Policy 3422.06S – Secretarial/Business Compensation Plan.

Board Policy
3422.06S

By unanimous action, the Board approved and waived seconded reading of proposed revisions to Board Policy 3422.12S – Employees in Miscellaneous Positions Compensation Plan.

Board Policy
3422.12S

Mrs. Carter presented the timeline with regard to a request for the President of the United States to use a facility and the necessary waiving of Board Policy 7510 – Use of School Facilities and Property to accommodate that request. A motion was made and seconded. Mrs. Carter opened the floor for comment from the audience asking for a limit of three minutes. Nine attendees requested to speak. Mrs. Carter then invited all of the Board members to speak regarding the waiver.

Board Policy
7510

By unanimous action, the Board approved a waiver allowing an exception to the policy for an event on Thursday, May 10, 2018.

By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration on the May 8, 2018 listings. (Codified File 1718-140)

Conference
Leaves

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

Personnel
Report

Retirement of the following five (5) certified staff members effective at the end of the 2017-2018 school year:

Certified
Retirement

Kathy Byrd - counselor at EACC, (26)
Barbara Cripe - principal at Riverview, (40)
Laurie Hund-Schieber - health at EACC, (28)
Cathy Mammolenti - speech pathologist at ESC, (21)
Melinda Shaw - principal at Pinewood, (41)

Resignation of the following two (2) certified staff members effective on 6/8/18:

Certified
Resignation

Brandy Hill - intervention at Roosevelt
Carla Ray - special education at Pierre Moran

Maternity leave for certified staff member, Kristy Turner, behavior support at Beck, beginning 5/18/18 and ending 6/8/18.

Certified
Leave

Personal leave for certified staff member, Brianna Tribbett, grade 6 at Cleveland, beginning 8/14/18 and ending 6/5/19.

Personal Leave

<p>Employment of the following six (6) classified employees who have successfully completed their probationary period on dates indicated:</p>	<p>Classified Employment</p>
<p>Shartay Bates - food service at West Side, 4/30/18; Kimberly Craig - food service at Beardsley/Memorial, 5/7/18; Mason Neel - paraprofessional at Cleveland, 5/7/18 Allyssa St. Germain - bus helper at Transportation, 5/8/18 Kerstin Swoape - bus driver at Transportation, 5/7/18 Shamaghia Washington - food service at Monger, 4/27/18</p>	
<p>Retirement of the following four (4) classified employees effective on the dates indicated, with years of service in parenthesis:</p>	<p>Classified Retirement</p>
<p>Diane Duncan - nurse at Daly, 6/11/18, (21) Diane Evans - secretary at North Side, 6/10/18, (11) Frances Chumas - bus driver at Transportation, 6/8/18, (13) Richard Wright - bus driver at Transportation, 5/31/18, (10)</p>	
<p>Resignation of the following four (4) classified employees effective on the dates indicated:</p>	<p>Classified Resignation</p>
<p>Madalyn Keeslar - speech therapist at Beck, 6/8/18 Mykayla Meachum - custodian at Central, 4/25/18 Lois Tully - food service at Osolo, 5/25/18 Nakia Williams - food service at Memorial, 4/24/18</p>	
<p>Revision to unpaid leave request reported on March 27, 2018 for classified employee, Ana Rosa Garcia, bus driver at Transportation, beginning 3/26/18 and ending 4/23/18.</p>	<p>Revision to Unpaid Leave</p>
<p>Termination of classified employee Cheri Wenzel, custodian at Pinewood in accordance with Board Policy 3139.01s a, b, c, d, e, f, g effective 5/8/18.</p>	<p>Classified Termination</p>
<p>Termination of classified employee Nicole Harris, bus driver at Transportation in accordance with Board Policy 3139.01s a, b, c, e, g effective 5/8/18.</p>	<p>Classified Termination</p>
<p>Superintendent Haworth reminded everyone this is the special week to honor teachers.</p>	<p>From the Superintendent</p>

The meeting adjourned at approximately 8:25 p.m.

APPROVED:

Karen S. Carter, President

Douglas K. Weaver, Vice President

Jeri E. Stahr, Secretary

Susan C. Daiber, Member

Rodney J. Dale, Member

Glenn L. Duncan, Member

Carolyn R. Morris, Member

Adjournment

Signatures

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

Elkhart Community Schools
Elkhart, Indiana
May 15, 2018

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

Place/Time

Board Members
Present:

Karen S. Carter
Douglas K. Weaver
Jeri E. Stahr

Susan C. Daiber
Rodney J. Dale
Glenn L. Duncan
Carolyn R. Morris

Roll Call

ECS Personnel
Present:

Cary Anderson
Rob Haworth
Dawn McGrath

Frank Serge
Doug Thorne

The Board discussed early release days; the Indiana Coalition of Continuous Improvement School Districts, and potential funding resources for the District.

Topics
Discussed

The meeting adjourned at approximately 9:00 a.m.

Adjournment

APPROVED:

Signatures

Karen S. Carter, President

Susan C. Daiber, Member

Douglas K. Weaver, Vice President

Rodney J. Dale, Member

Jeri E. Stahr, Secretary

Glenn L. Duncan, Member

Carolyn R. Morris, Member

ACCOUNT BALANCES/INVESTMENT DETAIL

April 2018

PETTY CASH \$ 500.00

GENERAL ACCOUNTS:

Lake City Bank - Deposit Account	14,162,790.90
Lake City Bank - Accounts Payable	(898,324.04)
Lake City Bank - Merchant Account	(3,247.20)
Teachers Credit Union	2,923,436.43
BMO Harris Bank (UMR insurance)	407,420.00

SCHOOL LUNCH ACCOUNTS:

Lake City Bank - Prepaid Lunch	128,634.52
Change Fund	2,010.00

TEXTBOOK RENTAL ACCOUNTS:

Chase Bank	2,219,640.22
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PAYROLL ACCOUNTS:

Lake City Bank - Payroll Account	(17,898.67)
Lake City Bank - Flex Account	65,747.45

INVESTMENTS:

Certificate of Deposit	-
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\$ 18,990,709.61



BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

To: Kevin Scott

From: Erica Purvis

Date: May 7, 2018

Subject: Temporary Inter-fund Loans

The following temporary inter-fund loans have been executed effective 4/30/2018:

\$743,000.00 from Fund 0420 Bus Replacement to Fund 0350 Capital Projects Fund

\$135,000.00 from Fund 0420 Bus Replacement to Fund 0160 Referendum Tax Levy Fund



BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: ELKHART COMMUNITY SCHOOL BOARD OF SCHOOL TRUSTEES

FROM: KEVIN SCOTT

DATE: MAY17 , 2018

SUBJECT: PERMISSION REQUESTED TO CASH IN AN OUTSTANDING CD FOR ELKHART CENTRAL HIGH SCHOOL

The business office requests the Board approve and execute the attached resolution to cash in an outstanding CD at Chase Bank, CD#00000000980052058502 for \$4,615.17 less early cancellation fees. The CD was purchased in 1997 and matures in 2022. The CD has only earned \$115.17 interest over the time it has been outstanding. The State Board of Accounts only allows districts to make an investment for a two year period. The resolution approval will allow us to recapture this investment into our Extracurricular Accounts at Elkhart Central High School. We will then place the proceeds into an investment that meets State Board of Accounts restrictions.

ELKHART COMMUNITY SCHOOLS

RESOLUTION APPROVING CASHING IN EARLY A CD FOR ELKHART CENTRAL HIGH SCHOOL

May 22, 2018

WHEREAS, it has been determined that the CD purchased by Elkhart Central High School has been outstanding and needs to be recovered by cashing it in before it matures in 2022,

NOW, THEREFORE, BE IT RESOLVED BY the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana, Kevin Scott, CFO, is authorized to cash in the Chase CD#00000000980052058502 before its maturity date in 2022.

ADOPTED THIS 22ND DAY OF MAY, 2018:

AYE

NAY

BOARD OF SCHOOL TRUSTEES

X

Secretary, Board of School Trustees



BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. HAWORTH
SCHOOL BOARD OF TRUSTEES

FROM: KEVIN SCOTT

DATE: MAY 18, 2018

SUBJECT: 2019 BUDGET TIMELINE

The Indiana Department of Local Government Finance (DLGF) annually issues a budget calendar for all taxing units. Significant changes must be included in the budget process for 2019 to account for the federal ESSA requirements along with the end of the General Fund and others as we have known them. The budget timeline provides development time needed for the changes while still allowing Elkhart Community Schools to adopt a budget prior to the mandated deadline of November 1st, 2018.

ELKHART COMMUNITY SCHOOLS
2019
BUDGET TIMELINE

June 27, 2018	DOE Budget Workshop at Pike Township Performing Arts Center
August 8, 2018	DLGF Budget Workshop (tentative)
August 14, 2018	Budget Draft Review (Debt Service Fund, Pension Debt Fund, Referendum Debt Service Fund, Operations Fund (new), Referendum Operating Fund and proposed plans for Capital Projects and Bus Replacement) @ 5:30 p.m. Work Session
September 11, 2018	Budget Draft Review (Education Fund and updates for other funds) @ 5:30 p.m. Work Session
September 25, 2018	Request approval to Advertise 2018 Budget, Bus Replacement Plan and CPF Plan and request approval to hold Public Hearing on Budget, Bus Replacement Plan and CPF Plan
September 28, 2018	Submit Budget Notice to Taxpayers (Budget Form 3) through DLGF Gateway System (October 12 th is the last day to submit such notice)
September 28, 2018	Publish Notice of Public Hearing (Must be at least 10 days before the Public Hearing), includes posting CPF and Bus Replacement Plans on the ECS website
October 9, 2018	Public Hearing – Budget, Bus Replacement Plan, CPF Plan (Last day to hold a public hearing on Budget, Bus Replacement Plan and CPF Plan is October 22nd)
October 23, 2018	Board Adoption (Last day to adopt the Budget, CPF, and Bus Replacement Plan is November 1 st) Resolution – Adopt 2019 Budget Resolution – Adopt 2019 School Bus Replacement Plan Resolution – Adopt 2019 CPF Plan
October 24, 2018	Publish Notice of Adoption of CPF Plan
October 26, 2018	Adopted, signed copies of Budget/Capital Projects Fund Plan to County Auditor: 2 sets, including 1 set Original Proofs of Publication
November 5, 2018	Obtain County Auditor Certificate of No Remonstrance Concerning CPF Plan



BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. HAWORTH
SCHOOL BOARD OF TRUSTEES

FROM: KEVIN SCOTT

DATE: MAY 18, 2018

SUBJECT: AGREEMENT FOR CONSTRUCTION SERVICES

The business office recommends Board approval to contract with The Motz Group to install synthetic turf at Rice Field. It is also requested that the Board authorize the Chief Financial Officer to sign the agreement on behalf of the district. This recommendation is driven by a lengthy committee selection and vetting process. Purchase will be made from a state bid list via the TIPS cooperative. This project is fully funded from local donations.

AGREEMENT FOR CONSTRUCTION SERVICES

This Agreement for Construction Services (“Agreement”) is made and entered into this __ day of May 2018, by and between the Elkhart Community Schools (“ECS”), and The Motz Group, L.L.C., an Ohio limited liability company (“TMG”) for the Elkhart Central High School Rice Field Turf Project.

In consideration of the mutual covenants and agreements set forth herein, ECS and TMG agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 Definitions

- 1.1.1 The “Project” is the design and construction of one infilled artificial turf multi-purpose athletic field for Elkhart Central High School, located at One Blazer Blvd. Elkhart, IN 46516 including excavation, stone base and drainage, synthetic turf carpet/inlays, equipment and infill, as well as the services described in the Scope of Work attached as part of the Contract Documents.
- 1.1.2 The “Work” is the design and construction services required to install the field and includes labor, materials, and equipment necessary to perform the Work, as defined in ARTICLE 2.
- 1.1.3 The “Contract Documents” which constitute the entire Agreement between ECS and TMG, consist of:
 - (i) This Agreement For Construction Services and the following exhibits hereto:
 - a. The Scope of Work attached as Exhibit “A” and dated May 16, 2018;
 - b. The Construction Schedule attached as Exhibit “B”;
 - c. The product Warranty attached as Exhibit “C”;
 - d. The product Specification attached as Exhibit “D”;
 - (ii) The shop drawings “Drawings” produced by The Motz Group, including field marking plan (PF1.0 – 05/08/2018);
 - (iii) Change Orders approved in accordance with this Agreement;
 - (iv) Written amendments to this Agreement executed by both parties.
- 1.1.4 The “Contract Price” shall mean all payments due TMG as set forth in ARTICLE 6 and for any Change Orders as set forth in ARTICLE 7.
- 1.1.5 Other terms are defined elsewhere in this Agreement and such defined terms shall have the meaning ascribed whether used before or after such definition appears in this Agreement.

1.2 Interpretation

In the event of any inconsistencies between provisions of the Contract Documents, such inconsistencies shall be resolved by giving precedence first to the terms of this Agreement.

1.3 Extent of Agreement

The Contract Documents represent the entire agreement between ECS and TMG and supersede all prior negotiations, representations or agreements. The Contract Documents may be amended only by written instrument signed by both ECS and TMG.

ARTICLE 2
TMG RESPONSIBILITIES

2.1 TMG Services

TMG shall furnish or arrange for the following services that constitute the Work, through its employees or subcontractors:

- 2.1.1 TMG has developed and herewith provides a Field Construction Schedule (the "Schedule") attached as Exhibit "B" for the Project indicating the time frames for starting and completing the various stages of the work, and containing the necessary information to allow ECS to monitor the progress of the Work.
- 2.1.2 TMG herewith provides ECS with a copy of the product Warranty attached as Exhibit "C".
- 2.1.3 TMG will provide or cause to be provided all materials and equipment, supervision, inspection, testing, labor, tools, construction equipment and specialty items, whether temporary or permanent, and whether or not incorporated into the Project, necessary to execute and complete the installation of the field.
- 2.1.4 TMG shall take all necessary precautions to ensure the safety of its employees in connection with the Project, and shall comply with all applicable provisions of federal, state and municipal safety laws and shall include in all subcontracts provisions which require its subcontractors to be responsible for the safety of their employees in connection with the Project, and to comply with all applicable provisions of federal, state and municipal safety laws. It is agreed that TMG shall have no responsibility for the abatement of safety hazards resulting from work at the job site carried on by other persons, or by ECS's separate contractors, or by ECS, or persons for which ECS is responsible, and ECS shall comply with, and agree to cause any such separate contractors or persons to comply fully with all applicable provisions of federal, state and municipal safety laws and regulations.
- 2.1.5 TMG shall pay all royalties and license fees required by the Project. TMG shall indemnify and defend ECS from and against any and all demands, claims, suits, actions, and/or liability arising out of, based upon or relating to infringement of patent and/or other intellectual property rights and shall hold ECS harmless from any loss on account thereof, except that ECS shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by ECS.
- 2.1.6 TMG shall keep the premises of the Project free from the accumulation of trash and other debris caused by TMG's operations. At the completion of the Work,

TMG shall remove from the Project its tools, surplus materials, construction equipment, machinery and temporary facilities.

- 2.1.7 TMG shall prepare Change Orders for ECS's approval and execution in accordance with this Agreement.
- 2.1.8 TMG shall maintain in good order at the site one record set of drawings, specifications, product data, samples, shop drawings, Change Orders and other modifications, marked currently to record major changes made during construction. These shall be delivered to ECS upon completion of the Project and shall be a condition precedent to the ECS's obligation to make final payment.
- 2.1.9 TMG shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
- 2.1.10 It shall be the responsibility of TMG to coordinate and integrate the Work on the Project with work being performed by other contractors in and about the Project Site.
- 2.2 Warranty Concerning Work
 - 2.2.1 TMG warrants to ECS that the Work shall comply with the provisions of this Agreement, and that all construction work will be of first class quality, free from improper workmanship and defective materials. This warranty does not include defects caused by modifications, abuse, improper maintenance or operation of ECS. TMG agrees to correct all Work performed by it under this Agreement which proves to be defective in material or workmanship as defined in the Warranty attached hereto as Exhibit C. The Warranty covers materials, equipment, accessories and parts manufactured by others only to the extent of liability to TMG on the part of the manufacturer thereof, and no warranty is provided for equipment provided by ECS. Any warranty or guarantee obtained by TMG from any such manufacturer shall be deemed to have been obtained for the benefit of ECS and shall be assigned to them at the completion of the work.
 - 2.2.2 If any defect in the Work in violation of the foregoing warranties arises within the period set forth in Exhibit C, TMG shall upon receipt of written notices of such defect, promptly furnish, at no cost to the ECS, design and engineering, labor, equipment and materials at the job site necessary to correct such defect and cause the Work to comply fully with the foregoing warranties and the Contract Documents.
 - 2.2.3 All design and engineering, labor, equipment and materials furnished by TMG pursuant to Article 2.2.2 to correct the defects warranted by TMG in accordance with the warranties set forth in Article 2.2.1 shall be under warranty for a period equal to the original warranty period set forth in Article 2.2.1 from the date of completion of the correction.
 - 2.2.4 If TMG is notified of any defects in the Work in violation of TMG's foregoing warranties, and fails to promptly and adequately correct such defects, ECS shall

have the right to correct or to have such defects corrected for the account of ECS and TMG shall promptly pay the cost incurred in correcting such defects.

- 2.2.5 TMG will secure all required certificates of inspection, testing, and/or approval required, if necessary, for the Work and to complete the Project and shall deliver them to ECS.
- 2.2.6 TMG will collect all equipment manuals and deliver them to ECS, together with all written warranties from equipment manufacturers upon completion of the work.
- 2.2.7 TMG shall verify field dimensions, elevations and readily observable existing conditions prior to commencement of the Work.
- 2.2.8 The provisions of this warranty are in addition to any other remedies available to ECS with respect to TMG and its subcontractors, suppliers, employees, agents or representatives for defects in the Work after acceptance or first use of the Project.

ARTICLE 3 ECS'S RESPONSIBILITIES

- 3.1 ECS shall provide full information regarding its requirements for the Project.
- 3.2 ECS shall designate one or more representatives who shall be fully acquainted with the Project, and have authority to approve changes in the scope of the Project, render approvals and decisions promptly, review submittals and furnish information expeditiously and in time to meet the dates set forth in the Schedule. ECS may also, from time to time, appoint one or more on-site Project representatives to observe the Work.

Project Site Owner Representative Information:

Name: Bill Drehmel
Position: Director of Building Services
Phone: 574-262-5690
Email: bdrehmel@elkhart.k12.in.us

- 3.3 If ECS becomes aware of any fault or defect in the Work or nonconformance with the design or Contract Documents, it shall give TMG prompt written notice thereof.
- 3.4 ECS shall obtain all governmental permits necessary to complete the work, including any permits required to meet city or county storm water management regulations. All engineering work, including production of stamped drawings and storm water calculations required as part of the permitting process, shall be provided by ECS.
- 3.5 ECS shall have no contractual obligation to TMG's subcontractors and shall communicate with such subcontractors only through TMG.
- 3.6 ECS shall pay for all utility connection tap-on and impact fees and special facilities charges rendered by utilities for connection of permanent utility services to the Project.

- 3.7 ECS shall provide to TMG full and complete information concerning any requirements (other than building or fire code requirements and requirements binding on all employers equally) imposed by local or state government binding on ECS or ECS's contractors, subcontractors or material suppliers, which might impact the Cost of the Work or the Schedule, including prevailing wage obligations, minority or disadvantaged group hiring or subcontracting requirements, local content obligations or other similar rules, regulations or policies, to the extent ECS has knowledge of these items.

ARTICLE 4 SUBCONTRACTS

- 4.1 All portions of the Work that TMG does not perform with its own forces shall be performed under subcontracts. TMG shall select subcontractors and shall be responsible for the management of the subcontractor's performance of their work.
- 4.2 A "Subcontractor" is a person or entity that has a direct contract with TMG to perform Work in connection with the Project. The term "Subcontractor" does not include any separate contractor employed by ECS or the separate contractors' subcontractors.
- 4.3 No contractual relationship shall exist between TMG's subcontractors and ECS.

ARTICLE 5 CONTRACT TIME SCHEDULE AND SUBSTANTIAL COMPLETION

5.1 Contract Time

- 5.1.1 The Work to be performed under this Agreement shall be substantially complete in accordance with the Schedule provided pursuant to Paragraph 2.1.1. TMG shall schedule and coordinate the details of the Work being performed to meet the general and specific requirements of this Agreement.
- 5.1.2 The term "day" as used in the Contract Documents shall mean a calendar day, unless otherwise specifically defined.
- 5.1.3 TMG recognizes that other contractors and subcontractors may be working concurrently at the job site. TMG agrees to cooperate with ECS so that the Project as a whole may progress with a minimum of delays.

5.2 Substantial Completion

The "Date of Substantial Completion" of the Project or a designated portion thereof is the date when the construction is sufficiently complete in accordance with the specifications that ECS accepts the project as being complete and has taken over the responsibility of managing the field ("Substantial Completion").

5.3 Delays

- 5.3.1 Except to the extent that the delay is due to the act or omission of TMG, its employees, agents or representatives, if TMG is delayed at any time in the

progress of the Project by an act or neglect of ECS, by any separate contractor employed by ECS, by the action of any governmental agency or regulatory body, by changes ordered in the Project by ECS, or by labor disputes, fire, unusual delay in transportation, unusual delay in issuance of building permits or zoning or utility services, unusual delay or shortages in material supplies, unavoidable casualties, unusual delays due to adverse weather or other acts of God, or any other causes beyond TMG's control, then the date scheduled for Substantial Completion and any applicable milestone dates shall be delayed by the same number of days as the delay exists, provided that TMG provides written notice to ECS of the delay.

- 5.3.2 If, after a delay described in Article 5.3.1, which is not due to the act or omission of TMG, its employees, agents or representatives, ECS requests that TMG schedule overtime in order to meet the originally scheduled date of Substantial Completion or any milestone date, TMG shall prepare and submit an estimate of the cost thereof and, if approved by ECS, ECS shall issue its Change Order per Article 7.1.

ARTICLE 6 BASIS OF COMPENSATION

ECS shall pay TMG the amount of \$725,785.00 (Seven-hundred Twenty-five thousand, Seven-hundred eighty-five dollars) for TMG's entire performance of the Work and the completion of the Project pursuant to this Agreement.

- 6.1 The Contract Price assumes that TMG is not required to provide a performance and payment bond, is not required to obtain any permits for the construction of the Project or the completion of the Work, and is not required to pay sales taxes or prevailing wage rates. The Contract Price is based upon the laws, codes and regulations in existence at the date of its establishment and upon the Specifications set forth in the Contract Documents and information supplied to TMG by ECS prior to the date of this Agreement.

ARTICLE 7 CHANGES IN THE WORK

7.1 Change Orders

- 7.1.1 There shall be no change whatsoever in the Drawings, Specifications or in the Work without an executed Change Order as herein provided. ECS shall not be liable for the cost of any extra Work or any substitutions, changes, additions, omissions, or deviations from the Contract Documents unless the same shall have been authorized by and the cost thereof approved by Change Order. The provisions of the Contract Documents shall apply to all such changes, additions and omissions with the same effect as if originally embodied in the Drawings and Specifications.
- 7.1.2 Any Work not contained in the Contract Documents shall be a change and shall be performed by TMG only pursuant to a written Change Order. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the Cost of the Work, TMG shall be paid a lump sum acceptable to both parties and/or granted an

extension of the Schedule. If the Change Order or Construction Change Directive causes a decrease in the Cost of the Work, the Contract Price shall be decreased by the amount of TMG's determination of the net decrease of the cost in labor, materials, equipment no longer required, and any overhead/profit associated with those items.

- 7.1.3 In the event ECS requests TMG to develop information necessary for the consideration of a change in the Project, TMG shall notify ECS if there is a cost associated with developing such information and ECS shall then instruct TMG on whether to proceed. If given instruction to proceed with development of the information for the Change Order and such Change Order is not subsequently adopted, ECS shall reimburse TMG for the costs that it incurred in connection with such efforts.

7.2 Concealed, Unknown or Hazardous Conditions

- 7.2.1 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) physical conditions of an unknown nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. The Contract Price may be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made by TMG.

- 7.2.2 In the event TMG encounters on the site material reasonably believed to be asbestos or a hazardous substance that has been rendered harmless, TMG shall immediately stop work in the area affected and report the condition to ECS. Work in the affected area shall not thereafter be resumed except by written agreement of ECS and TMG. TMG shall not be required to perform any Work relating to asbestos or hazardous substances without its consent. ECS will issue a Change Order in connection with any such condition if the condition affects the cost of the Work or the Schedule.

- 7.2.3 TMG shall take reasonable precautions to protect driveways, walkways, landscape beds, fences and other appurtenances from damage during construction and shall restore the site as required following completion of the project. TMG must be provided access to the site and if this access, upon mutual agreement, includes use of asphalt or concrete roadways, parking lots, etc, on the site, TMG cannot be held responsible for any damage that occurs to these surfaces or associated curbs/gutters. Repair of any damage, unless said damage is deemed to be reckless and avoidable, shall be the responsibility of ECS.

7.3 Regulatory Issues

- 7.3.1 TMG shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to the date of this Agreement.

7.3.2 Unless ECS supplied TMG with all information prior to the date of this Agreement required by Article 3.7 and in the event that meeting such requirements increases the cost of the Work, ECS shall issue a Change Order.

7.4 Cost of Change Orders

Within Ten (10) days after a request for any such change or event causing a change or such lesser period of time as may be reasonably required by ECS, TMG shall provide ECS, in writing, an estimate of the effect of the proposed Change Order upon the Contract Price and the actual cost of construction, which shall include a complete itemized cost breakdown. Changes may be made by ECS by an appropriate written Change Order or at ECS's option such changes shall be implemented immediately upon TMG's receipt of an appropriate Construction Change Directive.

ARTICLE 8
PAYMENTS TO CONTRACTOR

8.0 Milestone Payments

ECS shall pay TMG based on the following schedule:

- 30% due upon turf order approvals
- 20% due upon project commencement
- 40% due upon infill installation
- 10% due upon Substantial Completion

8.1 Payment Terms: All payment terms are Net 30 from invoice date.

8.2 Late Payments: A late fee of 1.5% will be applied to any overdue amounts

8.3 Dispute Charges: The Owner is responsible for all dispute related charges related to the collection of outstanding amounts due, including late fees.

Owner Billing Information: Responsible Party for Payment

Name: Kevin Scott, CFO
Address: 2720 California Road ● Elkhart, IN 46514
Phone: 574-262-5553
Email: kscott@elkhart.k12.in.us

8.4 Title

TMG warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to ECS upon receipt of such payment by TMG, free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as Liens. TMG, at its own expense, shall indemnify, defend and save harmless ECS against Liens filed on the property of ECS by subcontractors, materialmen or suppliers of TMG except TMG has no such obligation if the reason for non-payment of the subcontractors, materialmen or suppliers is Owner's non-payment to TMG.

ARTICLE 9
INDEMNITY AND INSURANCE

9.1 Indemnity

- 9.1.1 Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary, TMG shall indemnify and hold harmless (but not defend) the ECS, its officers, directors, employees and agents from and against those damages and costs that ECS is legally obligated to pay as a result of third party claims, including the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error or omission of TMG or anyone for whom TMG is legally responsible, subject to any limitations of liability contained in this Agreement.
- 9.1.2 Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary, ECS shall indemnify and hold harmless (but not defend) TMG, its officers, directors, employees and agents from and against those damages and costs that TMG is legally obligated to pay as a result of third party claims, including the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error or omission of ECS or anyone for whom ECS is legally responsible, subject to any limitations of liability contained in this Agreement.

9.2 TMG's Insurance

Before any part of the Work on the Project Site is commenced, TMG shall purchase and maintain at TMG's sole cost, the following insurance to cover its operations under this Agreement whether such operations be by itself or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 9.2.1 Worker's Compensation Insurance in full compliance with workers' compensation laws of the state in which the Project Site is located.
- 9.2.2 Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:
Combined single limit – \$1,000,000 each occurrence.
- 9.2.3 Commercial General Liability Insurance written on an occurrence basis with the following minimum limits of liability:
- (i) General Aggregate \$2,000,000
 - (ii) Products/Completed Operations Aggregate \$2,000,000
 - (iii) Personal and Advertising Injury \$1,000,000
 - (iv) Each Occurrence \$1,000,000
 - (v) Fire Damage \$100,000
 - (vi) Medical Expense \$5,000
 - (vii) TMG's Commercial General Liability policy shall also include blanket Contractual Liability and Broad Form Liability and Property Damage coverage.

9.3 Certificate of Insurance

TMG shall furnish to ECS promptly following the execution of this Agreement, certificates evidencing the maintenance of said insurance. ECS shall be named as additional insured under said insurance. Subrogation against ECS under all TMG's insurance coverage shall be waived and all certificates issued shall evidence such waiver.

ARTICLE 10
TERMINATION

10.1 Termination by ECS for Cause

If TMG fails to carry out the Work in accordance with the Contract Documents, ECS may give written notice that ECS intends to terminate this Agreement. If TMG fails to correct the defaults within fifteen (15) days after being given notice, ECS may terminate this Agreement. In event of termination, Owner shall pay TMG for all Work completed through the date of termination.

10.1.1. If the Contract Price for the completed Work exceeds the sum of the total cost to the ECS for completing the Work, plus all amounts previously paid to TMG for the Work, such excess shall be paid to TMG. If the sum of the total cost to the ECS of completing the Work, plus all amounts previously paid to TMG for the Work, shall exceed the Contract Price for the completed Work. Owner shall be entitled to pursue recovery of these costs through the dispute resolution process set forth in Article 11.3. A waiver by ECS of one default shall not be considered to be a waiver of any subsequent default by TMG, nor be deemed to amend or modify the terms of this Agreement.

10.2 Termination by ECS Without Cause

In addition to termination under Article 10.1, ECS may terminate this Agreement without cause upon thirty (30) days written notice to TMG. Upon such termination, ECS shall reimburse TMG for any unpaid portions of the Contract Price due it for the Work to the date of termination. In addition, ECS shall also pay to TMG the unpaid balance of the Contract Price less the amount of any cost of work that will not be incurred by TMG due to the termination of this Agreement. In the case of such termination, ECS shall further assume and become liable for obligations, commitments and unsettled claims that TMG has previously undertaken or incurred in good faith in connection with said Work, actual cancellation penalties for outstanding contracts and undelivered materials or equipment on order, and any demobilization costs. TMG shall, as a condition of receiving the payments referred to in this Article, execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as ECS may require for the purpose of fully vesting in ECS the rights and benefits of TMG under such obligations or commitments.

10.3 Termination by Contractor

If ECS fails to make payment for amounts when due, or if Owner otherwise breaches this Agreement, TMG may, at its option, give written notice of its intention to terminate this Agreement. If TMG fails to receive such a payment with fifteen (15) days after

receipt of such notice by ECS, TMG may, at its option, terminate this Agreement and recover from ECS payment for that portion of the Work completed through the date of termination. In addition, ECS shall also pay to TMG the unpaid balance of the Contract Price less the amount of any cost of work that will not be incurred by TMG due to the termination of this Agreement. In the case of such termination, ECS shall further assume and become liable for obligations, commitments and unsettled claims that TMG has previously undertaken or incurred in good faith in connection with said Work, actual cancellation penalties for outstanding contracts and undelivered materials or equipment on order, and any demobilization costs. TMG shall, as a condition of receiving the payments referred to in this Article, execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as ECS may require for the purpose of fully vesting in ECS the rights and benefits of TMG under such obligations or commitments.

ARTICLE II MISCELLANEOUS

11.1 Successors and Assigns

This Agreement shall be binding on the successors, assigns and legal representatives of ECS and TMG. Neither party shall assign or transfer an interest in this Agreement without the written consent of the other.

11.2 Governing Law

This Agreement shall be governed by the law of the State of Indiana.

11.3 Dispute Resolution

TMG and ECS shall endeavor to resolve claims, disputes and other matters in question between them by good faith negotiation. In the event that any claim or dispute arises between the parties in relation to this Agreement and the claim or dispute is not resolved by negotiation, the parties shall endeavor to resolve it by mediation as a condition precedent to arbitration. Unless the parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures. A request for mediation shall be made in writing, delivered to the other party, and filed with the person or entity administering the mediation.

The parties shall share the mediator's fees and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any claim or dispute not resolved by mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. A demand for arbitration shall be made in writing, delivered to the other party, and filed with the person or entity administering the arbitration. The party filing a notice of

demand for arbitration must assert in the demand all claims and disputes then known to that party on which arbitration is permitted to be demanded.

TMG, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitration employ materially similar procedural rules and methods for selecting arbitrator(s).

TMG, at its sole discretion, may include in the arbitration by joinder persons or entities involved in a common question of law or fact.

In Witness whereof, Elkhart Community Schools and The Motz Group have caused their duly authorized representatives to execute this Agreement for and on their behalf as of the date first above written.

Elkhart Community Schools

By: Kevin Scott

Its: Chief Financial Officer

Signature: _____

Date: _____

The Motz Group, L.L.C.

By: Zachary D Burns,

Its: President

Signature: _____

Date: _____

Exhibit A
Scope of Work
5/16/2018

Estimate Item	Description	Price
	Stadium Field - Described generally as providing turnkey services for renovation and replacement of the existing natural surface on campus including excavation, stone, geo, drainage, curb, turf material, infill, markings, maint. equipment, etc...	
Base Bid A	Install The Motz Group's 24/7® 40 oz. 2.25" slit-film system, 74,700 sf	\$725,785.00
Options		
Option 1	Provide an option for recycled concrete for some of the base stone in lieu of all new limestone	DEDUCT \$10,150
Option 2	Provide an option for rubberized material on two (2) new concrete runways	ADD \$7,500

SCOPE OF WORK

PRECONSTRUCTION

- Participate in a preconstruction meeting with the owner's team
- Provide drawings for turf system
- Furnish dumpsters and remove all field construction-related trash and debris
- Provide and install track protection
- Remove fence where necessary to gain access to field and to provide drainage extension necessary, reinstall after construction is complete

BASE CONSTRUCTION

- Excavate existing field 10" as shown on plans from JPR
- Demolition shown on plans from JPR, including demo of high jump pad trench drain and install of collector pipe
- Demo of playclocks (furnishing and install of new playclocks, conduits and electric by owner)
- Spoils to be hauled away and stock piled on site behind baseball fields in American Park and seeded, does not include separating topsoil and clays or leveling

MOTZ GROUP TURF OPTIONS

- Laser grade and proof roll subgrade in preparation for dynamic base system for the synthetic turf system
- Furnish and install a standard geo-fabric over entire subgrade
- Furnish and install concrete curb
- Furnish and install collector pipe around entire field area perimeter
- Furnish and install flat panel pipe interior pipe system
- Furnish and install 6.5" of washed coarse limestone across field
- Furnish and install 1.5" of washed fine crushed limestone to a tolerance of ¼" in 10'
- Two (2) turf electrical communication boxes installed within the turf surface
- Provide excavation, stone, drainage, curb etc... in both d areas as shown on JPR plans
- Provide and install new 6' offset, 20' upright goal posts, foundations and pads

TURF AND INSTALLATION

- Furnish and install The Motz Group's synthetic turf system
- Secure all 15' wide main panels of turf by state-of-the-art sewn seaming methods along football yard lines while also using premium adhesives on inlays to ensure maximum bonding
- Furnish and install field markings shown on concept dated 5/8/2018
- Install engineered rubber and sand infill mix to maximize playability and performance, mix to be at least 5 lbs of material with a mix of rubber and sand to provide ideal performance and durability
- Secure turf to interior face of termination structure

***ALTERNATIVE INFILLS AVAILABLE

MAINTENANCE & WARRANTY

- Provide owner's manuals **AND** training by The Motz Group and our Motz Group employed technicians
- Provide one set of drag behind maintenance equipment, both a grooming brush and field sweeper unit
- Provide inspection of all seams, fiber and infill depth by authorized Motz representative throughout the life of the warranty as requested by owner
- Provide The Motz Group's industry leading **Cover 3™ Warranty** which covers surface materials, workmanship and the base materials for eight (8) years.
 - 24-hour response time to play critical areas (48-hr to all others)
 - Any time training on care of field and maintenance
 - **Base materials and workmanship including planarity, drainage performance and the stone** (Ensures ultimate protection of investment as this warranty covers more than just the turf carpet)

MOTZ GROUP TURF OPTIONS

ASSUMPTIONS

- One mobilization to site
- Does not include prevailing wages and/or union affiliations, any bonds or taxes
- Pricing does include cooperative discounts
- Does not include permits, fees, licenses or engineering costs associated with permitting or design of site or stormwater management requirements
- Does not include relocating, replacing, repairing, supplying or reconnecting any existing or proposed utilities including but not limited to; water, electric, sanitary, cable, etc... that's not specifically called out above
- Does not include work associated with unsuitable soils, contaminated soils or hazardous materials
- Does not include additional field markings, lettering, logos, sports equipment, maintenance equipment, etc... that's not specifically called out above
- Does not include allowances for asphalt or concrete repair to access drives or parking surfaces (excludes negligence)
- Pricing good for 60 days

TIPS/TAPS Vendor Information: Number - 170205

EXHIBIT B

The Motz Group, LLC.

S M Description	2018 Elkhart Central HS			
	May 2018 242526728293031 T F S S M T W T F S S M T W T F S S M T W T F S S M T W T	June 2018 1 2 3 4 5 6 7 8 9 T F S S M T W T F S S M T W T F S S M T W T F S S M T W T	July 2018 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T	August 2018 1 2 3 4 5 6 7 8 9 T F S S M T W T F S S M T W T F S S M T W T F S S M T W T
Fully Executed Contract Returned	█	█	█	█
Owner Review of Submittals/Shops	█	█	█	█
Fabrication/Delivery of Turf	█	█	█	█
Base	█	█	█	█
Excavation	█	█	█	█
Nailer Board	█	█	█	█
Concrete	█	█	█	█
Drainage/fabric	█	█	█	█
Base Stone	█	█	█	█
Finish Stone	█	█	█	█
Laser Grading	█	█	█	█
Athletic Equipment	█	█	█	█
Testing/Surveying	█	█	█	█
Surface	█	█	█	█
Athletic Equipment	█	█	█	█
Carpet	█	█	█	█
Infill	█	█	█	█
Testing/Surveying	█	█	█	█
Track	█	█	█	█
Rubber surfacing	█	█	█	█
Maintenance/SMP	█	█	█	█
Training	█	█	█	█
Maint Equipment	█	█	█	█
Closeout	█	█	█	█
Testing	█	█	█	█
Punchlist	█	█	█	█



The Motz Group

EXHIBIT C

Cover 3® Full System Limited Warranty

The Motz Group, LLC., (hereinafter TMG) hereby warrants to «Owner» (the owner), subject to the limitations and conditions set forth below, that its 24/7® synthetic grass system, consisting of drainage, gravel foundation, synthetic turf, seaming tape, adhesive and infill, used in connection with its installation at «Project address», «Project city», «Project state and zip», is free from defects in material and workmanship and shall, for a period of eight (8) years from the date of acceptance/substantial completion by the owner, remain serviceable for its intended uses, as described below:

1. The synthetic turf shall have an average G_{max} value according to ASTM D355, of less than 130, thirty (30) days following installation and shall not exceed 175 G's throughout the life of the warranty.
2. The yarn used to make the grass-like tufts will maintain its UV stability and tensile strength: tensile strength of the yarn shall not decrease by more than 50% during the warranty period, according to ASTM D-2256, due to breakdown of UV stability
3. The turf shall not stretch to the point that slack material causes ripples, ridges or bumps in the turf.
4. The fabric seams shall remain intact and shall not separate or become unglued or otherwise unattached.
5. The synthetic turf material shall remain a uniform shade of green, or other colors installed, with no significant disparity in loss of color across the installation.
6. The finished and accepted playing field elevation shall not vary by more than 0.1' due to instability of the gravel foundation and that the field drainage rates shall remain at or above design capacity.

TMG shall, at its sole expense and cost and subject to the terms, conditions and limitations contained herein, repair or replace those areas of the synthetic grass system that fail to perform to these standards for the life of the warranty.

TMG shall not be held responsible for any incidental or consequential damages. These warranties and TMG's obligations hereunder are expressly conditioned upon:

- a. The owner notifying TMG immediately of any need for repair to the system. TMG shall make all repairs necessary at no cost to the owner during the warranty period. Minor field repairs will be made within 48 hours of notification from the owner.
- b. The owner maintaining and properly caring for the synthetic grass system in strict accordance with the Recommended Maintenance Guidelines provided by TMG. The owner must keep an accurate log of all maintenance activities, in accordance with TMG's Recommended Maintenance Guidelines and produce that log upon request.
- c. The owner complying with the dynamic and static load specifications established by TMG and stated in the Recommended Maintenance Guidelines.

The warranty does not cover any defect, failure, damage or undue wear in or to the synthetic grass system caused by or connected with:

- a. Abuse, intentional or unintentional neglect, deliberate acts, vandalism or acts of God, fires, floods, windstorms, animals, mud/dirt or improper care.
- b. Casualty, static or dynamic loads exceeding those stated in the Recommended Maintenance Guidelines.
- c. Use of footwear having cleats of more than 1/2" in length, shoes having metal cleats, spikes or similar metal projections, other than conventional metal-tipped football or rugby cleats, track running shoes having spikes of more than 1/4" in length or intense, consistent use with flat-soled shoes.
- d. Repetitive marching or intensive drills at the same location in the field, including but not limited to field lines, batters' boxes, bases and base paths, pitcher's mounds, lacrosse creases, etc.
- e. Improperly maintaining the infill height across the field, particularly in high wear areas such as goal mouths, penalty kick areas, etc. Infill height shall be maintained to result in no more than 5/8" of fiber above the fill level.
- f. Use of improper cleaning methods or products.
- g. Improper treatment such as excessive vehicular traffic, use of vehicles with anything other than smooth tread pneumatic tires, use of golf clubs, fireworks, concerts, erection of stages and other structures and all other uses not expressly approved by TMG.
- h. Any and all works including repairs or maintenance performed by anyone other than TMG or one of TMG's authorized representatives.
- i. Instability of the subgrade materials or movement of the subsoils below the geotextile barrier that separates the subsoils from the gravel foundation

If TMG is asked to undertake work that is initially thought to be covered under this warranty but is subsequently determined to be outside the scope of TMG's responsibilities herein, TMG shall be entitled to full reimbursement of costs on a mutually agreed upon time and material schedule.

TMG shall examine the synthetic turf system at least once per year or in regard to any claim that the owner makes to be present at any time, to analyze the results of all tests conducted by the owner or others, and to conduct such tests of their own as they deem appropriate or as required within the contract.

In the event TMG does not respond to the owner's written notice within five (5) working days of receipt of the notice or does not submit, schedule and commence corrective work within thirty (30) calendar days (weather permitting) following owner's notification, the owner has the option of having the work performed by others at the expense of TMG. The owner must provide to TMG within seven (7) days a notice in the form of a certified letter, notifying TMG of the end of the thirty (30) remediation period and their intent to use another contractor to perform the work rising from their claim.

All claims by the owner under this warranty must be made in writing to TMG's primary business address.

If TMG does not comply with its obligations under this warranty, the owner's exclusive remedy shall be for damages for repairs or replacement of those portions of the system that are no longer performing as warranted, subject, however, to the owner's agreement that TMG's liability shall in no event exceed the purchase price for those portions of the system that are no longer performing as warranted.

No other warranties or representations, express or implied, whether as to merchantability or fitness for a particular purpose, are made with respect to the subject matter hereof. In no event shall TMG be held liable for any incidental or consequential damages arising out of or in connection with the use or performance of the product including, but not limited to, damages for personal injury or economic loss.

This warranty shall be of no force and effect if TMG is not paid in full for the project. TMG's requirements under this warranty are expressly conditional upon TMG being paid in full for the project in accordance with the terms of the agreement or contract. In the event that repairs are required which would otherwise be covered under the warranty but for non-payment, TMG and the Owner may mutually agree that TMG shall perform such repairs on a C.O.D. basis.

This warranty becomes effective only upon receipt of a fully executed Certificate of Completion. The Certificate must be completed and signed by the owner within thirty (30) days following Acceptance/Substantial Completion of the project. In all regards, the warranty period shall commence upon the date of Acceptance/Substantial Completion.

Purchaser Information

Name of Owner «Owner» _____

Location of Installation «Project name» _____

Address «Project address» _____

City «Project city» _____

State and Zip Code «Project state and zip» _____

Phone «Owner telephone» _____ Fax «Owner fax» _____

Date of Acceptance/Substantial Completion «Date of substantial completion» _____

Date of Warranty Expiration «Warranty expiration date» _____

The Motz Group, LLC

By: Zachary D Burns, President

Signature: _____

Warranty Issuance Date «Warranty issuance date» _____

The Motz Group™

Building Fields. Building Futures.

ELKHART CENTRAL HIGH SCHOOL WARRANTY AMENDMENT:

The following language shall be amended in the 24/7® Full System Limited Warranty for the project at Elkhart Central High School.

- The “Minor field repairs will be made within 48 hours of notification from the owner” shall be replaced with “Field repairs to play critical areas will be made within 24 hours of notification from the owner and minor field repairs will be made within 48 hours of notification from the owner.” in this section of the warranty.

The Motz Group, LLC

By: Zachary D Burns, President

Signature:



24/7 TURF SYSTEM SPECIFICATIONS	
PILE YARN	9,000 DENIER PE SLIT FILM
FACE WEIGHT	40 OZ
PRIMARY BACKING	ULTRALOC
SECONDARY BACKING	20 OZ POLYURETHANE
TUFT HEIGHT	2.25"
TUFT GAUGE	3/8"
STITCH RATE	7.45/3"
TOTAL WEIGHT	68 OZ
INFILL	RUBBER/SAND
INFILL DEPTH	2.00"
DRAINAGE	1/4" x 3" x 4" PERFORATION
TUFT BIND	≥ 8 LBS WITHOUT INFILL
PILL FLAMMABILITY	PASS
GRAB TEAR STRENGTH	≥ 200 LBS
PERFORMANCE WARRANTY	8 YEARS
AVERAGE GMAX	<130 INITIAL & <175 DURING WARRANTY

The Motz Group[™]
Building Fields. Building Futures.

The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"



Vendor Report

16 April 2018

The Motz Group LLC

www.themotzgroup.com

The Motz Group
Building Relationships. Improving Results.

EMAIL PURCHASE ORDER TO: TIPSPO@TIPS-USA.COM
ATTACH PO AS A PDF - ONLY ONE PO PER EMAIL
PO MUST REFERENCE TIPS CONTRACT NUMBER

PRIMARY CONTACT

SECONDARY CONTACT

PRIMARY CONTACT	Zach Burns	Chris Larbes
POSITION	President	Field Consultant
PHONE	(513) 533-6452	(513) 533-6452
FAX	(513) 871-5889	(513) 871-5889
MOBILE	(513) 383-9540	(513) 254-4517
EMAIL	zburns@themotzgroup.com	clarbes@themotzgroup.com

PAYMENT TO

TIPS CONTACT

ADDRESS	3607 Church Street	NAME	Meredith Barton
CITY	Cincinnati	PHONE	(866) 839-4477
STATE	OH	FAX	(866) 839-8472
ZIP	45244	EMAIL	tips@tips-usa.com

HUB No

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE No

FEDERAL OR EDGAR COMPLIANCE DOCUMENTS FILED WITH CONTRACT: No

SERVING STATES AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

AWARDED

Contract No 170205 Synthetic or Natural Sports Fields, Courts or Tracks (JOC) from 03/23/2017 to 04/23/2020

CONTRACTS

Lead Agency Overview

The Interlocal Purchasing System, better known as, TIPS Purchasing Cooperative, began in 2002 as a small regional cooperative of the

Region 8 Education Service Center.

While the cooperative has far exceeded the initial vision, Region 8 ESC has maintained its role as the Lead Agency for what is now a national operation.



Region 8 ESC is one of 20 Regional Education Service Centers within Texas which assists school districts in improving student performance and increasing the efficiency and effectiveness of school operations, as commissioned by the Texas state legislature. Region 8 ESC is governed by a seven-member Board of Directors, elected by local school board members; and an Executive Director, appointed by the Board of Directors, with approval of the Commissioner of Education.

In addition, a Regional Advisory Committee serves in an advisory capacity to the Center and its Board of Directors to assist in evaluating the Center's programs and services. This committee consists of one representative from each school district and one representative from each college or university with a teacher education program. TIPS Purchasing Cooperative is one such program implemented and administered by Region 8 ESC.

All TIPS contracts are awarded by the ESC 8 seven-member Board of Directors, and each TIPS vendor has met strict Competitive Bidding Process guidelines established by the ESC 8 administration and the TIPS legal team. The bidding statute for the lead agency is Chapter 44.031 of the Texas Education Code.

To learn more about the Region 8 Education Service Center, visit the ESC 8 website.

Frequently Asked Questions

1. What is TIPS?

TIPS is an acronym for The Interlocal Purchasing System. TIPS is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas.

2. How does my organization benefit from using a purchasing cooperative like TIPS?

For governmental agencies such as public education organizations, higher education entities, and city or county governments, membership in a purchasing cooperative offers the following benefits:

- Access to competitively procured contracts with quality vendors
- Savings of time and financial resources necessary to fulfill bid requirements
- Assistance with purchasing process by qualified TIPS staff
- Access to pricing based on a “national” high-profile contract

3. How are TIPS contracts awarded?

The general process to award a TIPS contract to a vendor is as follows:

- TIPS posts an RFP/RFQ for a specific product/service with a deadline date and time for submission of responses
- TIPS advertises the posting of the RFP/RFQ in a manner that meets the state of Texas requirements as well as in additional formats established by TIPS as beneficial to TIPS members including a national advertisement in *USA Today*.
- TIPS collects all incoming proposals until the deadline for submission
- TIPS staff open and record all of the proposals submitted prior to the advertised deadline
- A scoring committee reviews all proposals and scores the proposals based on the criteria established by TIPS (scoring rubric is included in the posted RFP/RFQ documents)
- A vendor receiving a score of at least 80 on the scoring rubric is then recommended to the Region 8 ESC Board of Directors at the monthly meeting to receive a TIPS contract to sell the specified product/service.

· The ESC Board of Directors votes to award contracts following the recommendation and discussion of proposed contracts.

4. Where are TIPS solicitations advertised?

TIPS solicitations (RFP's/RFQ's) are advertised for 2 consecutive weeks in the *Pittsburg Gazette* in Pittsburg, Texas as well as on a national scope in the *USA Today*. For solicitations advertised after July 1, 2014, postings are also advertised in *The Advocate* published in Baton Rouge, Louisiana.

5. Who can be a member of TIPS?

The Interlocal Purchasing System currently serves entities such as state and local governments and non-profit organizations, including but not limited to:

- K-12 school districts
- Charter Schools
- Colleges and Universities (State and Private)
- Cities/Municipalities
- Counties/Parishes
- State Agencies
- Emergency Services Districts
- Non-profit organization as defined by the Internal Revenue Service
- Other entities with legislated purchasing/bidding requirements

6. How much does it cost to be a member of TIPS?

Membership in The Interlocal Purchasing System is free.

7. How does my organization become a member of TIPS?

The TIPS website offers step-by-step instructions on how to become a member. The process is fast, and it's free. It is, however, specific to your home state. Please click on this link to access the membership instructions and documents: <https://www.tips-usa.com/membership.cfm>

8. How can my business become an awarded vendor to sell products or services through TIPS?

The only way a vendor can sell products or services through the TIPS cooperative is to be awarded a contract by TIPS. This can only happen when

a vendor responds to a TIPS solicitation (RFP/RFQ) for their specific product or service and meets the scoring requirements to receive an awarded contract from the Region 8 ESC Board of Directors (which serves as the governing board of TIPS). For further information, please see question #4 of this FAQ or visit the following link: <https://www.tips-usa.com/becomebidder.cfm>

9. I am not from Texas. Does the TIPS purchasing process meet the purchasing requirements of my state?

TIPS staff work closely with TIPS legal counsel to verify that a state's purchasing law allows for the operation of purchasing cooperatives within the state through either direct or piggyback agreements. This legal authority is accessible by state on the TIPS website. However, it is ultimately the responsibility of the purchasing member to ensure that all aspects of a specific purchase meet individual state purchasing laws, rules, and regulations.



BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. HAWORTH
BOARD OF SCHOOL TRUSTEES**

FROM: DR. ROBERT WOODS

DATE: MAY 15, 2018

SUBJECT/ EXTRA CURRICULAR PURCHASE

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

SCHOOL/ACCOUNT	ITEM	AMOUNT
Memorial Choir Extra Curricular Account	T-Shirts	\$ 1,016.50



ELKHART MEMORIAL HIGH SCHOOL

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. ROBERT WOODS
FROM: CARY ANDERSON, PRINCIPAL
DATE: 5/4/2018

EXPENDITURE OF EXTRACURRICULAR FUNDS

The purpose of this memo is to request board approval for the expenditure of EMHS extracurricular funds. The EMHS CHOIR DEPT. requests approval for the expenditure of \$1,016.50 out of their extra-curricular account to reimburse Inspire Me! Arts and Graphics for t-shirts made for the annual Spring Sing concert, to be held on May 25th, 2018. Each choral ensemble wears the t-shirts to perform. Most students will reimburse the choral department for the majority of the cost of each shirt (S-XL cost \$8.25, 2X and up cost \$10.25. Students pay \$8 per shirt) either with cash or with credit from their choir account. If the student alerts the choir department that the purchase of a shirt proves to be a financial hardship, the choir department will subsidize the cost of the shirt.

Elkhart Community Schools
Proposed School Fundraising Activities
May 22, 2018, Meeting of Board of School Trustees

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Memorial AFROTC	A Bataan Death March commemoration event will be held. \$5.00 will be collected from each participant. Proceeds will be donated to the Honor Flight Program	5/20/2018 - 5/26/2018	5/7/2018	Scott Rutledge
Memorial Choirs	Students will sell boxes of World's Finest Chocolates to family and friends. Proceeds will be used to offset trip costs for students going to New York City Spring Break 2019.	8/31/2018 - 9/14/2018	5/9/2018	Josh Hren & Molly Kellner
EACC Diesel Service	Students will sell pre-packaged gourmet popcorn at the Rhapsody Arts and Music Festival. Proceeds will be used for student projects.	6/9/2018	5/9/2018	Pete Lestinsky
	Please note the following fundraiser is presented for confirmation only.			

Application for Fundraiser Approval

School sponsored fundraisers must have the prior approval of the Board of School Trustees. Administrators seeking the approval of the Board must provide the following information to the Business Office:

Name of School: Elkhart Memorial H.S. Date Submitted: 30 Apr 2018

Name of sponsoring group, club, class, etc: AFJROTC

Name of employee responsible for the fundraiser: SMSgt Scott Rutledge

Phone number of employee responsible for fundraiser: 3024502860

Name of employee responsible for collecting proceeds from the fundraising activity:

Major Jeff Dorman

Description of the fundraising activity (include location if not at your school):

This is a Bataan Death March commemoration event. 5 dollars will be collected from each participant. Once costs are covered, proceeds will be given to the Honor Flight program.

Start Date/Time: 20 May/0001hrs End Date/Time: 26 May/2359 hrs

For what purpose will the proceeds from this fundraiser be used?

pay for food and finisher ribbons. Any remaining funds will be donated to the Honor Flight Program

Does the fundraiser require students to go door to door? Yes or No (circle one)

Are there any restrictions of the use of the proceeds from this fundraising activity?

No

I acknowledge I have read and understand the policy regarding fund raising activities and sales adopted by the Board of School Trustees of the Elkhart Community Schools and agree to abide by the same.

Signature of employee responsible for fund raising activity: [Signature]

Principal Signature: [Signature] Approved: Denied:

Business Office Signature: [Signature] Approved: Denied:

Approved by the Board of School Trustees on _____

Application for Fundraiser Approval

School sponsored fundraisers must have the prior approval of the Board of School Trustees. Administrators seeking the approval of the Board must provide the following information to the Business Office:

Name of School: Elkhart Memorial HS Date Submitted: 5/4/2018

Name of sponsoring group, club, class, etc: EMHS Choirs

Name of employee responsible for the fundraiser: Josh Hren & Molly Kellner

Phone number of employee responsible for fundraiser: 574-262-5644

Name of employee responsible for collecting proceeds from the fundraising activity:
Kirsten Smith

Description of the fundraising activity (include location if not at your school):
Students will be selling boxes of World's Finest Chocolate to friends, family, and in the community.

Start Date/Time: 8/31/18 End Date/Time: 9/14/18

For what purpose will the proceeds from this fundraiser be used?
Proceeds from this fundraiser will assist in offsetting trip costs for students going to New York City at Spring Break (4/4-4/7/19), as well as to pay off student fees.

Does the fundraiser require students to go door to door? Yes or No (circle one)

Are there any restrictions of the use of the proceeds from this fundraising activity?

No, there are not.

7:18 MAY 09 PM 02:40

I acknowledge I have read and understand the policy regarding fund raising activities and sales adopted by the Board of School Trustees of the Elkhart Community Schools and agree to abide by the same.

Signature of employee responsible for fund raising activity: 

Principal Signature:  Approved: Denied:

Business Office Signature:  Approved: Denied:

Approved by the Board of School Trustees on _____

Application for Fundraiser Approval

School sponsored fundraisers must have the prior approval of the Board of School Trustees. Administrators seeking the approval of the Board must provide the following information to the Business Office:

Name of School: Elkhart Area Caree Center Date Submitted: 5/8/18

Name of sponsoring group, club, class, etc: Diesel Service Technology

Name of employee responsible for the fundraiser: Pete Lestinsky

Name of employee responsible for collecting proceeds from the fundraising activity:
Pete Lestinsky

Description of the fundraising activity (include location if not at your school):
At the Rhapsody Arts And Music Festival on June 9th, the Career Center will have a booth highlighting the Career Center. During this event the staff will be selling pre-packaged gourmet popcorn.

Start Date/Time: 4:00pm June 9th End Date/Time: 8:00 June 9th

For what purpose will the proceeds from this fundraiser be used?
The proceeds will be used for student projects at the Career Center.

Are there any restrictions of the use of the proceeds from this fundraising activity?
Proceeds will only be used for projecects that benefit the students.

I acknowledge I have read and understand the policy regarding fund raising activities and sales adopted by the Board of School Trustees of the Elkhart Community Schools and agree to abide by the same.

Signature of employee responsible for fund raising activity: _____

Principal Signature:  Approved: X Denied: _____

Business Office Signature:  Approved: ✓ Denied: _____

Approved by the Board of School Trustees on _____

Medical Plan Experience

April 2018

	<u>Cur Mo</u>	<u>Cur Mo Pr Yr</u>	<u>Chg</u>	<u>YTD Cur</u>	<u>YTD Pr</u>	<u>Chg</u>
UMR Medical	\$ 590,170	\$ 1,114,562	\$ (524,392)	\$ 2,661,048	\$ 3,671,464	\$ (1,010,416)
UMR Rx	\$ 152,608	\$ 145,437	\$ 7,171	\$ 443,127	\$ 459,423	\$ (16,296)
Less Amt Above Stop Loss	\$ -	\$ (293,854)	\$ 293,854	\$ -	\$ (461,077)	\$ 461,077
Total	\$ 742,778	\$ 966,145	\$ (223,367)	\$ 3,104,175	\$ 3,669,810	\$ (565,635)
Expected	\$ 925,978	\$ 936,686	\$ (10,708)	\$ 3,697,686	\$ 3,750,990	\$ (53,304)
Claims vs. Expected	\$ (183,200)	\$ 29,459		\$ (593,511)	\$ (81,180)	



BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: THE BOARD OF SCHOOL TRUSTEES
DR. HAWORTH**

FROM: TONY GIANESI AND KEVIN SCOTT

DATE: MAY 17, 2018

SUBJECT: SALE OF LAND AT NORTH SIDE MIDDLE SCHOOL

The City of Elkhart wishes to purchase approximately 109 square feet at the northeast corner of the North Side Middle School property. We have met with the city's representative and find their documentation to be in order. As a result, the business office recommends the sale of approximately 109 square feet to the City of Elkhart for \$1,510; and for authorization to allow the Chief Operating Officer to sign any and all necessary documentation on behalf of the school district to complete the transaction.

The Honorable
Timothy Neese
Mayor

Michael C. Machlan, PE
City Engineer



Public Works &
Utilities Department
Engineering Division
1201 S Nappanee St.
Elkhart, IN 46516
574 293-2572

UNIFORM PROPERTY OR EASEMENT ACQUISITION OFFER

Date: 4/25/2018

PROJECT: 1400712
CODE: NA PARCEL: 84
ROAD: Cassopolis Street
COUNTY: Elkhart

TO: Elkhart Community Schools
Tony Gianesi, Chief Operating Officer
2720 California Road
Elkhart, IN 46514

The City of Elkhart, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting by and through the Indiana Department of Transportation is authorized by Indiana law to obtain your property or an easement across your property, for certain public purposes. The Indiana Department of Transportation needs your property for a public highway improvement known as Cassopolis Street and needs to take the property as described on the attached legal description.

It is our opinion that the fair market value of the property we want to acquire from you is \$1,510.00, and, therefore, the Indiana Department of Transportation offers you \$1,510.00 for the above described property. You have thirty (30) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the deed, grant or easement, and provided there are no difficulties in clearing liens or other problems with title to the land. Possession will be required thirty (30) days after you have received your payment in full.

Project: 1400712 Parcel: 84

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the Indiana Department of Transportation is required to make a good faith effort to purchase your property.
2. You do not have to accept this offer and the Indiana Department of Transportation is not required to agree to your demands.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of your property, the Indiana Department of Transportation has the right to file suit to condemn, and acquire the property in the county in which the real estate is located.
4. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If City of Elkhart files a suit to condemn and acquire your property and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of your property to be acquired.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for your property condemned.
8. If the court appraisers' report is not accepted by either of us, then City of Elkhart has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, the Indiana Department of Transportation is legally entitled to immediate possession of your property. You may, subject to the approval of the court, make withdrawals from the amount deposited with court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.

Project: 1400712 Parcel: 84

- 9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property or easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in the notice.


If you have any questions concerning this matter, you may contact us at:

ATTN: William D. Jones / Clifton Dickerson, Right of Way Agent
 Right of Way Jones, Inc.
 3020 Congressional Parkway Ste. D
 Fort Wayne, IN 46808

Phone: 260-471-6515
 Email: bill@rowjones.net or clifton@rowjones.net

This offer was made to owner(s):

<u>Elkhart Community Schools</u> <u>Tony Gianesi, Chief Operating Office</u>	of	<u>Elkhart County, IN</u>	on	<u>4/25/2018</u>	(Date)
_____	of	_____	on	_____	(Date)
_____	of	_____	on	_____	(Date)
_____	of	_____	on	_____	(Date)

BY: 
 (Signature)

William D. Jones / Clifton Dickerson, Right of Way Agent
 (Printed Name and Title)
 Agent of: The Indiana Department of Transportation

Project: 1400712 Parcel: 84

If you decide to accept the offer of \$1,510.00 made by the City of Elkhart, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

I (We), Tony Gianesi, Chief Operating Office of Elkhart Community Schools, owner(s) of the above described property or interest in property, hereby accept the offer of \$1,510.00 made by the Indiana Department of Transportation on this _____ day of _____, 2018.

Original Offer	\$1,510.00

Total Amount	\$1,510.00

Elkhart Community Schools

Tony Gianesi, Chief Operating Officer

NOTARY'S CERTIFICATE

STATE OF: Indiana:

SS:

COUNTY OF Elkhart:

Subscribed and sworn to before me this _____ day of _____, 2018.

Signature _____

Printed Name _____

My Commission expires _____

I am a resident of _____ County.

EXHIBIT "A"

Project: 1400712
Des: 1400712
Parcel 84 Fee Simple
Form WD-1 Key #20-02-32-401-001.000-027

Sheet 1 of 1

A part of Lot 29 in Christiana Place, a subdivision in the Southeast Quarter of Section 32, Township 38 North, Range 5 East, Elkhart County, Indiana, the plat of which is recorded in Plat Book 2, page 112 in the Office of the Recorder of Elkhart County, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", described as follows: Commencing at the southeast corner of Lot 28 in said Christiana Place; thence North 00 degrees 21 minutes 33 seconds West 38.34 feet (distance quoted from Instrument 2007 07356) along the east line of said Lot 28 to the intersection of the southwestern boundary of Bristol Street (S.R. 112) and Cassopolis Street (S.R. 19); thence North 44 degrees 35 minutes 10 seconds West 17.89 feet along said boundary to the POINT OF BEGINNING of this description; thence South 88 degrees 55 minutes 16 seconds West 15.15 feet to the point designated "1569" on said Exhibit "B"; thence North 1 degree 04 minutes 44 seconds West 11.04 feet to the south boundary of said Bristol Street; thence South 89 degrees 36 minutes 28 seconds East 4.80 feet along said south boundary to said southwestern boundary of Bristol Street and Cassopolis Street; thence South 44 degrees 35 minutes 10 seconds East 15.06 feet along said southwestern boundary to the POINT OF BEGINNING, containing 109 square feet, more or less

This description was prepared for the City of Elkhart, Indiana, by DLZ Indiana, LLC and certified by Aaron E. Springer, Indiana Registered Land Surveyor, License No. LS20000228, on the 12th day of January, 2018.



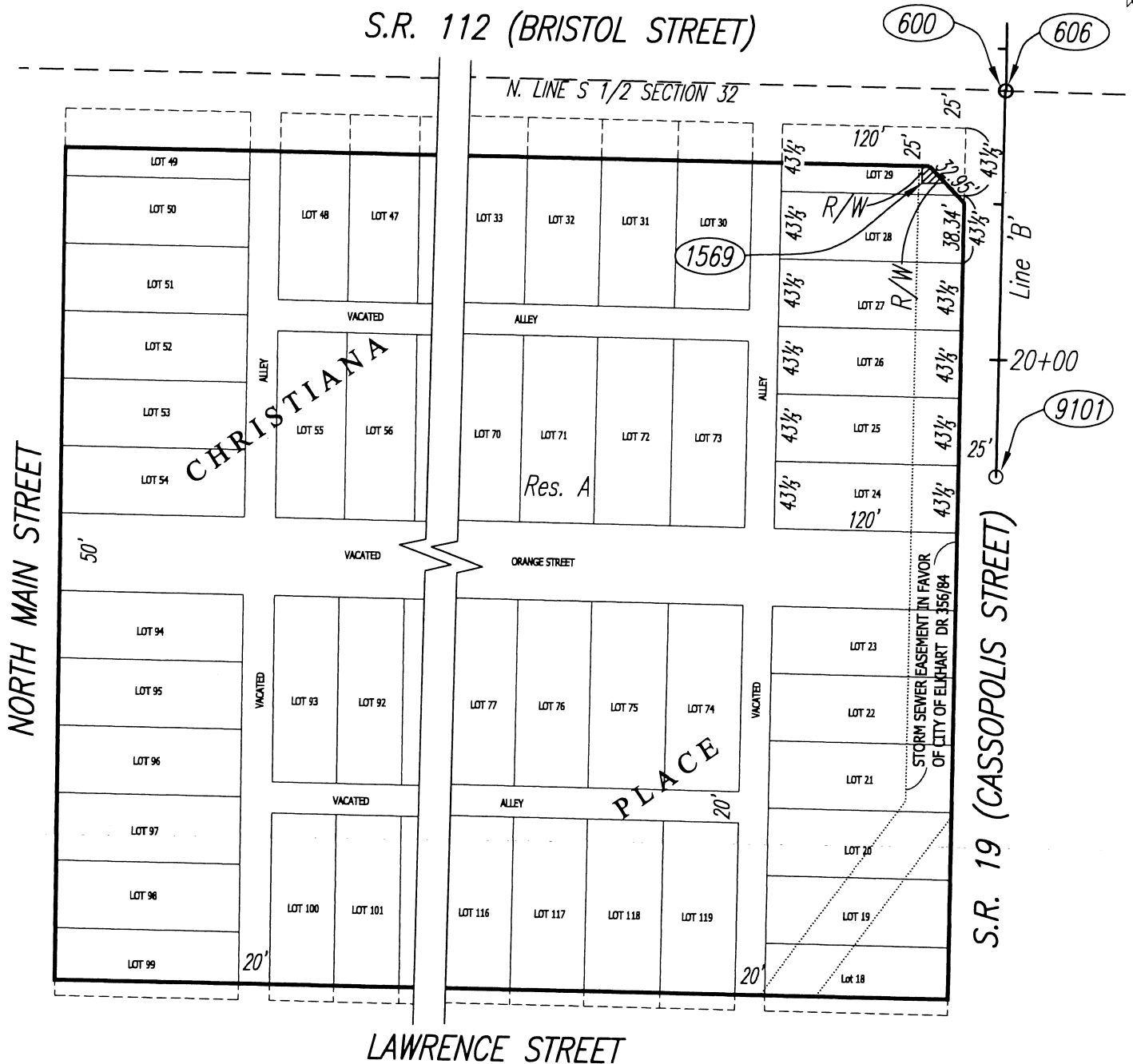
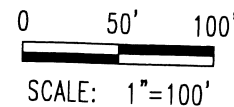
Aaron E. Springer, P.S
Indiana Registered Land Surveyor No. LS20000228





EXHIBIT "B"

RIGHT OF WAY PARCEL PLAT

Prepared for the City of Elkhart, Indiana
 By DLZ Indiana, LLC (Job No. 1561-2284-90)
 ENCUMBERS KEY NO. 20-02-32-401-001.000-027



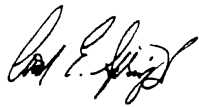
This plat was prepared from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey.

PARCEL: 84 DES. NO.: 1400712 PROJECT: 1400712 ROAD: Cassopolis St. COUNTY: Elkhart SECTION: 32 TOWNSHIP: 38N RANGE: 5E	OWNER: SCHOOL CITY OF ELKHART AND ELKHART COMMUNITY SCHOOLS DEED RECORD 175 PAGES 503-504 DATED: 11-23-1944 DEED RECORD 175 PAGE 339 DATED: 10-27-1944 INSTRUMENT 2007 07356 DATED: 11-16-2006 INSTRUMENT 2009-15911 DATED: 5-5-2009 PLAT BOOK 2, PAGE 112 RECORDED: 7-19-1924	DRAWN BY: S. Hartman CHECKED BY: A. Springer  DLZ INDIANA, LLC 2211 EAST JEFFERSON BOULEVARD SOUTH BEND, INDIANA 46615 574-236-4400
 Hatched area is the approximate taking. Dimensions shown are from the above listed record documents.		

PARCEL COORDINATE CHART					
POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
600*	'B'				
606*	'B'				
9101*	'B'				
1569	'B'	21+12.55	R(52.54') Lt.	2351083.7489	244683.8197
* See "Location Control Route Survey Plat"			Note: Stations & Offsets control over both Northing & Easting coordinates and Bearings & Distances		

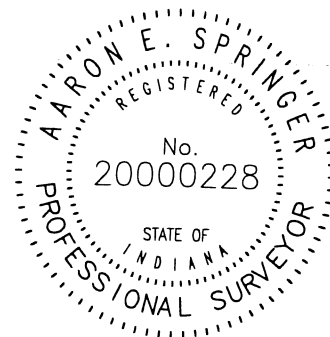
SURVEYOR'S STATEMENT


To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded as Instrument No. 2016-17747 on 09/01/2016 in the Elkhart County Recorder's Office, comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).



1/12/2018

Aaron E. Springer
 Indiana Registered Land Surveyor No. 20000228



PARCEL: 84 DES. NO.: 1400712 PROJECT: 1400712 ROAD: Cassopolis St. COUNTY: Elkhart SECTION: 32 TOWNSHIP: 38N RANGE: 5E	OWNER: SCHOOL CITY OF ELKHART AND ELKHART COMMUNITY SCHOOLS	DRAWN BY: S. Hartman CHECKED BY: A. Springer  2211 EAST JEFFERSON BOULEVARD SOUTH BEND, INDIANA 46615 574-236-4400
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INSTRUCTIONAL LEADERSHIP

PHONE: 574-262-5559



ELKHART COMMUNITY SCHOOLS

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

May 1, 2018

TO: Board of School Trustees
FROM: William Kovach
RE: New Course for (2018-19 school year):

Bio II/BIOL 101 Ivy Tech - DC4231/DC4242

Essential Questions and Standards

Advanced Biology affords students the opportunity to complete an introductory course at the college level. This course is focused on building connections between biology at the cellular and molecular level through biology at the environmental level.

Assessments

Teacher generated informal and formal assessments along with lab demonstrations.

Student Activities

Discussion, modeling activities, case studies, internet simulations, labs and inquiry applications.

Wording of the course description to be offered in the curriculum guide

Advanced Biology affords students the opportunity to complete an introductory course at the college level. This course is focused on building connections between biology at the cellular and molecular level through biology at the environmental level. It is important for students to understand the role biology has on society and the responsibility that students have to make informed decisions about issues raised by advancements and research in biology. Successful completion of 2 semester may qualify for Dual Credit in Ivy Tech Introductory Biology (BIOL 101).

Student needs met by this course

Dual Credit opportunity for students needing a science course for the STGEC (transfer Core 30 certificate from Ivy Tech)

College and Career Pathway

Science

Data to support the demand for this course

Liberal Arts Dual Credit courses that can be used for completion of the General Education certificate are needed to increase opportunities

WHERE LEARNING HAS NO LIMITS

Expected improved outcome

More STGEC completers

REQUIRED RESOURCES

Software/Hardware:

Primary Text = OpenStax: Concepts in Biology

Digital content:

Canvas will be used for daily agendas, calendar and homework; OpenStax: Concepts in Biology

Materials/Supplies:

Consumables needed to perform the various hands on activities necessary to cover the curriculum include:

Wire (various gauges)

Fuses

Tapes (plumbers, electrical, duct)

3D printer filament

Electrical connectors

Batteries (various)

Pneumatic tubing

Pneumatic fittings

Fasteners

Solder

Wood (Various)

Printed material, text:

Campbell Biology 9th edition,

THE OPPORTUNITY COST AND INSTRUCTIONAL CAPACITY:

We anticipate using this course for our Early College students as a required science dual credit course.

State Subject Code:

3026

Is the course eligible for Dual Credit? (Yes/No)

Yes

Number of credits per semester:

2

Graded? (Yes/No)

Yes

GPA? (Yes/No)

Yes

GPA Added Value (weighted)? (Yes/No)

Yes

Credit Type for Graduation Progress:

SCI



Additional comments:

None



Course Number Assignment Form

Please furnish all information for new courses. For title changes to existing courses, list the existing course number and new title.

Course Number	Course Title (State Course Title if applicable)	State Subject Code	Eligible For		Credit	Graded (Y/N)	GPA (Y/N)	GPA Added Value (weighted)	Credit Type for Graduation Progress	Comments
			Dual Credit (Y/N)	Yes						
DC4231	Bio I/BIOL 101 Ivy	3026	Yes	2	Yes	Yes	Yes	Yes	SCI	
DC4242	Tech									

All course titles must match the state approved list. If a state waiver has been granted, please note the course number and approval date below.

Assistant Superintendent for Instruction

Following approval forward to the Business Office, Curriculum and Instruction, and Data Processing.

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

PERSONNEL
Proposed Revised 3139AC/page 1 of 3
(as presented during the 5/8/18 BST meeting)

STAFF DISCIPLINE

The Board believes ~~that~~ standards of conduct for certified and administrative employees are necessary to provide students with a positive example of adult behavior and an orderly instructional environment. To this end, the Board has adopted a policy of progressive discipline to be applied except in cases of gross misconduct. In instances of gross misconduct, the purpose of this policy is to consider if the misconduct warrants suspension without pay or termination.

As used in this policy, “progressive discipline” means imposition of the least severe sanction that the Administration determines, in its sole discretion, to be likely to prevent a recurrence of the offense. If the Administration finds facts that support the use of progressive discipline, the Administration may impose a penalty which may include, but not be limited to one or more of the following:

- A. Verbal counseling/oral warning in which a verbal conference between the employee and his/her supervisor is held.
- B. A written warning which is a formal notice of a performance problem or inability to follow established policy. This notice serves as a warning that continued infractions will not be tolerated and may result in recommendation for discharge.
- C. Probation for a period of time determined by the supervisor in connection with the written warning.
- ~~D.~~ ~~Administrative leave with pay.~~
- ~~E~~D. Suspension without pay imposed in compliance with the applicable Indiana statutes.
- ~~F~~E. Termination imposed in compliance with applicable Indiana statutes.

It is recognized that progressive discipline is not required in serious cases.

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

PERSONNEL
Proposed Revised 3139AC/page 2 of 3
(as presented during the 5/8/18 BST meeting)

Exceptions to the principle of progressive discipline contained in this policy may be made in cases in which the Administration finds that the interests of students and the school community make the application of the principle of progressive discipline inappropriate. Examples include, but are not limited to the following:

- A. Reporting for duty under the influence of an alcoholic beverage, an illegal drug, or a prescription drug used other than in accordance with a prescription.
- B. Possession or use of alcoholic beverages or drugs on school property or at an event sponsored by the Board.
- C. Willful refusal to follow established policies, rules or standards for the conduct of a certified employee, directives issued by an administrative supervisor, i.e. insubordination.
- D. Theft, fraud, or another violation of criminal law.
- E. Arrest and subsequent conviction of a crime.
- F. Falsification or omission of a material fact in the application for employment by the Board.
- G. Threats of and/or acts of violence to a person or substantial property damage.
- H. Poor judgment resulting in a risk of physical harm to a person.
- I. Harassment in violation of Board policy on harassment.

In the event a certified or administrative staff member is recommended for suspension without pay or dismissal, the procedures required by Indiana law will be implemented.

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

PERSONNEL
Proposed Revised 3139AC/page 3 of 3
(as presented during the 5/8/18 BST meeting)

Certified and administrative employees of the Board shall be paid on a “salary basis” and suspension of a certified employee without pay shall not negate the certified employee’s exemption from the Fair Labor Standards Act overtime provisions pursuant to 29 C.F.R. 541.303.

I.C. 20-28-6 and 7
I.C. 20-28-9-21 through 23
29 C.F.R. 541.303

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| ~~January 1, 2017~~ May 22, 2018

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

PERSONNEL
Proposed Revised 3139.01S/page 1 of 2
(as presented during the 5/8/18 BST meeting)

DISCIPLINARY ACTIONS

In the event of an infraction of Corporation rules or the laws of the State of Indiana by a support staff member, it shall be the policy of the Board to take appropriate disciplinary measures.

Dismissal

The employer may terminate an employee's employment for any of the following reasons:

- A. failure to perform duties in a satisfactory manner
- B. insubordination
- C. neglect of duty
- D. immorality
- E. decrease in number of job positions
- F. acts considered by the employer to be detrimental to the School Corporation
- G. any other act which the employer determines to be sufficient for dismissal

Administrative Leave

~~The Superintendent, or his/her designee, shall have the authority to place an employee on administrative leave pending an investigation into possible misconduct. The Board of School Trustees shall receive timely notification of such action from the Superintendent, or his/her designee; who shall seek confirmation of the action taken, at the next regularly scheduled Board meeting.~~

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

PERSONNEL
Proposed Revised 3139.01S/page 2 of 2
(as presented during the 5/8/18 BST meeting)

Suspension

The employer may suspend an employee for any of the reasons listed above. The employer will investigate the factual situation relative to any allegations involving the employee. Such suspension may be with or without pay, as the employer determines.

Other Discipline

Any employee may be disciplined by the Superintendent, designee, or any administrator/supervisor. Progressive discipline shall normally be used as follows:

- A. discussion/counseling,
- B. written notice,
- C. suspension,
- D. dismissal.

However, the employer may use alternative disciplinary measures at any step including suspension and dismissal, as the employer deems appropriate.

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~~January 1, 2017~~ May 22, 2018

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

PERSONNEL

Proposed Revised 3139.02ACS/page 1 of 1
(as presented during the 5/8/18 BST meeting)

ADMINISTRATIVE LEAVES OF ABSENCE

The Superintendent shall have the specific authority to place an employee on administrative leave of absence with pay. Unrequested administrative leave, with pay, of any employee may be put into effect by the Superintendent ~~or designee~~ for ~~incompetency, insubordination, neglect of duty, immorality, or any other~~ cause which the Superintendent ~~or designee~~ determines to be a proper cause.

The Superintendent, ~~or his/her designee~~, shall have the authority to place an administrator on administrative leave with pay pending an investigation into possible misconduct. The Board shall receive timely notification of such action from the Superintendent, ~~or his/her designee~~, who shall seek confirmation of the action taken at the next regularly scheduled Board meeting.

An employee placed on unrequested administrative leave without pay shall follow statutory provision where applicable.

The Superintendent, in addition to the foregoing, shall have the authority to transfer an employee on paid administrative leave, to an alternative assignment within the Corporation.

Americans with Disabilities Act of 1990, as amended
42 U.S.C. 12101 etseq.
29 C.F.R. Part 1630
I.C. 20-28-7-3,4,5, 20-28-10-4

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~~January 1, 2017~~ May 22, 2018

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

STUDENTS
Proposed Revised 5830/page 1 of 4

STUDENT FUNDRAISING

The Board acknowledges that the solicitation of funds by or from students must be limited.

For purposes of this policy "student fundraising" shall include the solicitation and collection of money by or from students for any purpose and shall include the collection of money in exchange for tickets, papers, or any other goods or services for approved student activities.

The Board may permit student fundraising by students in school, on school property, or at any school-sponsored event only when the profit therefrom is to be used for school purposes or for an activity connected with the schools. The Board requires that for any fundraiser by student clubs and organizations, as well as by Corporation-support organizations, which involve the sale to students of food items and/or beverages to be consumed on campus, the food and/or beverage items to be sold comply with the current USDA Dietary Guidelines for Americans or SMART snacks guidelines.

Fundraising by approved school support organizations, that is, those organizations whose funds are managed by the Corporation, may be permitted in school by the principal. Such fundraising off school grounds may be permitted by the Superintendent.

Fundraising by students on behalf of school-related organizations whose funds are not managed by the Corporation may be permitted on school grounds by the Superintendent.

The Board may permit fundraising that involves any games of chance, such as bingo games, charity game nights, raffles, door prizes, fundraising festivals, activities related to pull tabs, punch-boards, tip-boards, and the like. However, any fundraiser involving games of chance must comply with Indiana law, including obtaining the appropriate license or permits.

Involvement of students under the age of eighteen (18) in fundraisers involving games of chance is limited as follows:

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

STUDENTS
Proposed Revised 5830/page 2 of 4

In compliance with I.C. 4-32. 2-5-21, no student under the age of eighteen (18) may play or participate in any of the following types of fundraising events - bingo games, charity game nights, raffles, door prizes, fundraising festivals, activities related to pull tabs, punch-boards, tip-boards, and the like. No student under the age of eighteen (18) may sell tickets for any of the following types of fund-raising events - bingo games, charity game nights, raffles, door prizes, fundraising festivals, activities related to pull tabs, punch-boards, tip-boards, and the like. Students, even those under eighteen (18) years of age, may sell tickets or chances for a raffle.

All other fundraising by Corporation support organizations shall be done in accordance with Board Policy 9211 and Policy 9700.

The Superintendent shall include

A. Philosophy

It is important for Elkhart Community Schools to protect the safety of all students within the district, encourage and support the positive image of Elkhart Community Schools, recognize the increased competition for available contributions to worthy organizations, and avoid the appearance of pressure, intimidation, or annoyance during school sponsored fundraising activities.

B. Guidelines

School sponsored fundraising activities should follow certain general guidelines. The activities should discourage door-to-door solicitation, bring people into the schools, provide buyers with fair return for money spent, indicate the school-related purpose for the fundraising event, minimize competition with local businesses, avoid promoting activities contradictory to appropriate educational goals, and allow for direct contributions to individual schools subject to Board approval, as appropriate.

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

STUDENTS
Proposed Revised 5830/page 3 of 4

C. Procedures

School sponsored fundraisers must have the prior approval of the Board of School Trustees. Administrators seeking the approval of the Board must submit a written request to the Business Office which includes the following information~~to the Board of School Trustees and provide the following information to the Business Office:~~

1. description of the proposed fundraising activity
2. school employee responsible for the fundraising activity
3. school employee responsible for the collection of proceeds from the fundraising activity
4. school employee responsible for the ordering of products, and
5. restrictions (if any) on the use of the proceeds from the fundraising activity

Subsequent to receipt of the forgoing information, the Business Office will submit the request to the Board of School Trustee for review.

The Superintendent shall distribute this policy to each organization granted permission to solicit funds.

Solicitation by Students or Staff

The solicitation of funds by school classes, organizations, students, or staff is subject to the following:

- A. Solicitation of the public must be approved by the appropriate building principal(s) or the Assistant Superintendent for Instruction for solicitations involving more than one building.
- B. Solicitation of staff by students or students by staff is discouraged.
- C. Solicitation by sale of school pictures, book club programs, class rings, school publications, concessions, and book store items to students on school property requires principal approval.

policy

BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS

STUDENTS
Proposed Revised 5830/page 4 of 4

Fundraising by School Support Organizations

All fundraising activities should be conducted in such a way that the best educational interests of students are served, and the interest of the general public in the quiet enjoyment of home and hearth is preserved. Sections 1(A), 1(B) and 2, above, should be used by School Support Organizations as a guide for their fundraising activities.

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~~January 1, 2017~~ May 22, 2018

Application for Fundraiser Approval

School sponsored fundraisers must have the prior approval of the Board of School Trustees. Administrators seeking the approval of the Board must provide the following information to the Business Office:

Name of School: Date Submitted:

Name of sponsoring group, club, class, etc:

Name of employee responsible for the fundraiser:

Phone number of employee responsible for fundraiser:

Name of employee responsible for collecting proceeds from the fundraising activity:

Description of the fundraising activity (include location if not at your school):

Does fundraising activity involve the sale of food to students on campus? Yes or No (circle one)

If yes, does fundraising activity comply with the current USDA Dietary Guidelines for Americans or SMART snacks guidelines? Yes or No (circle one)

Start Date/Time: End Date/Time:

For what purpose will the proceeds from this fundraiser be used?

Does the fundraiser require students to go door to door? Yes or No (circle one)

Are there any restrictions of the use of the proceeds from this fundraising activity?

I acknowledge I have read and understand the policy regarding fund raising activities and sales adopted by the Board of School Trustees of the Elkhart Community Schools and agree to abide by the same.

Signature of employee responsible for fund raising activity: _____

Principal Signature: _____ Approved: _____ Denied: _____

Business Office Signature: _____ Approved: _____ Denied: _____

Approved by the Board of School Trustees on _____

policy

**BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

OPERATIONS
Proposed Revised 8442/page 1 of 1

REPORTING ACCIDENTS

The Board directs all reasonable efforts be made to ensure a safe learning and working environment for the students and employees of this Corporation. To that end, and so legitimate employee claims for worker's compensation be expedited, the Board requires all accidents to be reported and evaluated. Any accident which results in an injury to a student, an employee of the Board, or a visitor to ~~the schools~~ a school corporation property or facility must be reported promptly ~~and~~ in writing to the Corporation business office. Injured persons shall be referred immediately to the appropriate personnel for such medical attention as may be needed.

The injured employee, visitor, or the staff member responsible for an injured student shall complete a form, available in the office of the principal, which includes the date, time, and place of the incident; the names of persons involved; the nature of the injury to the extent it is known; and a description of all relevant circumstances.

Any employee of the Board who suffers a job-related injury must report the injury and its circumstances to the principal or job supervisor, as appropriate, as soon as possible following the occurrence of the injury.

The Superintendent shall prepare administrative guidelines which should include procedures for notification of the insurer.

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~~January 1, 2017~~ May 22, 2018

PERMISSION SLIP

Return to _____
(teacher and building)

no later than _____

I give my permission for _____
to participate in _____

*(activity, program, educational study trip, giving as much detail as possible
- this information to be filled in by the sponsor)*

on _____ . Sponsored by _____
(date of activity)

and agree during such activity that Elkhart Community Schools' representatives designated for supervision shall have full control and authority over the above-named student. I understand the Guidelines for Good School Order and the Rules of Student Conduct will apply to this activity. I understand and agree that my child will be required to abide by all safety regulations during this trip. I understand and agree Elkhart Community Schools and the sponsor(s) will not be liable for the actions of the above-named student.

In the event that any possible misconduct by my child would necessitate the involvement of any law enforcement agency, I understand and agree that Elkhart Community Schools and the sponsor(s) will not have any responsibility to resolve any legal obligations involving my child.

As parent or guardian, I shall not hold Elkhart Community Schools and/ or the sponsor(s) liable in the event of accident or injury in connection with the above-named activity.

Date

Signature of Parent, Guardian or
Emancipated Student

Elkhart Community Schools
Education Study Trip Permission Form
(Day Trip Only)

_____ [Student Name] _____ has my permission to participate in the education study trip taken by
_____ [Class or Organization] _____ on _____ [Date of Trip] _____ to _____ [Destination] _____.

1. I have been informed of the details of this education study trip.

a. Description of activities occurring while on this trip:

b. Mode of Transportation (check one)

- i. School Bus _____
ii. Activity Bus _____
iii. Car _____
iv. Other (please specify) _____

2. I agree to instruct my child to obey all rules, regulations and instructions given by teachers and/or authorized school personnel including the Guidelines for Good School Order and Rules for Student Conduct.

3. I understand participation in this education study trip is voluntary, is not required, and it exposes my child to some risk; I assume any such risk which might occur to my child by reason of his/her participation in this activity. I accept full responsibility for all medical expenses for any injuries which might occur to my child by reason or his/her participation. I further agree no teacher or authorized school personnel shall be held responsible or liable for injuries or other mishaps caused by my child's deliberate disobedience of rules, regulations or instructions.

4. I understand during this field trip, the Elkhart Community Schools will not be liable for injury to my child as a result of the negligence, errors, and omissions of others, their heirs, employees or assigns either through their action or inaction.

5. I further understand if my child takes personal belongings on this education study trip, he/she will be responsible for them. Elkhart Community Schools accepts no responsibility for personal items, such as watches, purses, money, cameras, cell phones, wallets, etc.

Parental Contact Information During Trip Hours:

Parent/Guardian Name: _____

Telephone: _____

Cellular Phone: _____

Emergency Contact Information (In Case Parent is Unavailable):

Name: _____

Relationship to Student: _____

Telephone: _____

Cellular Phone: _____

Medical Information:

Allergies and/or Special Medical Conditions (Please Circle)

Yes

No

Medications Student is Taking:

Do you give consent for a school district representative for this trip to seek medical attention in the event of an emergency? (Please Circle) Yes No

Parent/Guardian Signature

Date

May 22, 2018

policy

BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS

PERSONNEL
Proposed Revised 3422.14S/page 1 of 14

EMPLOYEES IN TECHNOLOGY SERVICES POSITIONS COMPENSATION PLAN

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

POSITION	HOURLY WAGE RANGE
Support Technician (I)	16.28 - 25.45
Office Systems Support Technician (I)	15.27 - 19.06
Service Desk Coordinator (I)	16.28 - 25.45

POSITION	YEARLY SALARY RANGE
Network Engineer (V)	63,518 - 94,219
Technical Support Manager (IV)	65,635 - 92,101
Computer Systems Specialist (IV)	59,284 - 80,457
Office Systems Support Manager (III)	50,814 - 70,928
Database Administrator/Programmer (III)	47,157 - 72,100
Technical Support Specialist (III)	50,814 - 70,928
Advanced Support Technician (II)	44,462 - 63,518
Network Infrastructure Technician (II)	38,110 - 63,518
Programmer/Analyst (II)	44,462 - 63,518
Office Systems Support Specialist (II)	42,345 - 61,401

~~December 22, 2017~~ May 22, 2018

Coalition of Continuous Improvement School Districts (CCISD)

District Name: Elkhart Community Schools

District Superintendent: Rob Haworth

Local School Board President: Karen Carter

Date Approved by Local Board: May 22, 2018

District Address: 2720 California Road
Elkhart 46514

Contact Name: Rob Haworth

Title: Superintendent

Email: rhaworth@elkhart.k12.in.us Phone: 574-262-5526

District Classification: Urban Suburban Rural

Number of Schools in District: 14 - Elementary 3 - Middle/Junior High 3 - High

1 - Other (please specify): Career Center

Current District Enrollment: 12,563

Percent of students who qualify for free or reduced lunch: 66.4%

Signature of Superintendent

Signature of School Board President

Date: May 22, 2018

Date: May 22, 2018

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.
Bullying Prevention	Safe Haven: Indiana Criminal Justice Institute	Student Services	Todd Kelly	\$47,917.00	Expenditures will be overseen by Todd Kelly. Funds will be used to provide Trends Reports for our schools to better enable use of the bullying data received from the Olweus Bullying Questionnaires (OBQ); provide a social media helpline to assist building administrators in quickly removing offensive material from online communication; provide a motivational speaker for our middle schools to address suicide prevention and bullying prevention; provide professional development for staff to attend the International Bullying Prevention Association annual conference in San Diego; provide professional development for staff in Trauma Informed Care; and provide funding for the printing of the annual anti-bullying posters and calendars.	The bullying prevention initiative in Elkhart Community Schools underscores the commitment of the corporation for creating, and enhancing, a safe and caring environment in which all students are provided an opportunity for optimal growth. It is well documented that children who are afraid of being bullied will not do well academically. The funds requested from Safe Haven will help fulfill our goals of using data-based decision making; providing our administrative staff with tools needed to respond to cyber-bullying quickly and effectively; providing opportunity for professional development of our staff to insure continuation of best practices in bullying prevention; and keeping the message strong and current through the use of public service announcements (posters and calendars).	<p>Bullying Trends Reports \$4,600.00</p> <p>Social Media Helpline \$2,400.00</p> <p>IBPA national conference (9 staff) \$10,295.00</p> <p>Trauma Informed Care staff training \$24,400.00</p> <p>Motivational Speaker for middle schools \$5,000.00</p> <p>Bullying Prevention posters and calendars \$1,222.00</p>

**ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST**

School: Elkhart Central High School

Class/Group: Blaze Line

Number of Students: TBD

Date/Time Departing: 11/14/18 3pm

Date/Time Returning: 11/18/18 4pm

Destination: Indianapolis Convention Center Indianapolis IN
City State

Overnight Facility: Hotel

Mode of Transportation: School Bus

Reason for Trip: The Blaze Line will be competing in the
Drumline Battle with other schools from across

the country, We will also get the opportunity to network,
watch live performances from professionals in all of percussive

Names of Chaperones: TBD

and learn
about the
newest
methods
of teaching
and
playing

Cost per Student: TBD

Describe Plans for Raising Funds or Funding Source: Students will pay for themselves.

Plans to Defray Costs for Needy Students: NA

Are Needy Students Made Aware of Plans? Yes

Signature of Teacher/Sponsor: [Signature]

Signature of Principal: [Signature] Date: 4/23/18
5/16/18

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

Approval of Assistant Superintendent: [Signature] Date: 5/17/18

Approved by Board: _____

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

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: April 18, 2018
 TO: Dr. Robert Haworth, Superintendent
 FROM: Dr. David Benak *DRB*
 RE: Conference Leave Requests Paid Under Carl D. Perkins Grant
 May 22, 2018 - Board of School Trustees Meeting

2017- 2018 CONFERENCES	EXPENSES	SUBSTITUTE
AWS 2018 CWI/CWE Seminar & Certification I will be able to certify students for welding certifications. This is a requirement from AWS to continue educating students and helping them to become certified welders. Milwaukee WI June 9-16, 2018 John Kraus Certification (2-5) 0 days absence	\$4,516.08	\$0.00
2018 Ohio Technical College High School Instructor Seminar I will share my experiences with my incoming classes in lecture form and possibly demonstrations. Cleveland, OH June 25-27, 2018 John Kraus (3-5) 0 days absence Program/Industry Specific Career & Technical Education	\$457.40	\$0.00
TOTAL	\$4,973.48	\$0.00
2017-18 YEAR-TO-DATE PERKINS FUNDS	\$31,700.91	\$4,090.00
GRAND TOTAL	\$36,674.39	\$4,090.00

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: April 18, 2018
 TO: Dr. Robert Haworth, Superintendent
 FROM: Dr. David Benak *DRB*
 RE: Conference Leave Requests Paid Under Carl D. Perkins Grant
 May 22, 2018 - Board of School Trustees Meeting

2018-2019 CONFERENCES	EXPENSES	SUBSTITUTE
<p>UNOH 34th Annual Instructor Update Seminar I will gather information on NATEF Certifications and different welding styles.</p> <p>Lima, OH July 18-21, 2018 John Kraus (0-0) 0 days absence Program/Industry Specific Career & Technical Ed. Conferences</p>	\$200.32	\$0.00
TOTAL	\$200.32	\$0.00
2018-19 YEAR-TO-DATE PERKINS FUNDS		
GRAND TOTAL	\$200.32	\$0.00

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

DATE: April 18, 2018
 TO: Dr. Robert Haworth, Superintendent
 FROM: Dr. David Benak *DRB*
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant
 May 22, 2018 - Board of School Trustees Meeting**

2017- 2018 CONFERENCES	EXPENSES	SUBSTITUTE
IACED Summer Conference This is an association that works closely with D.O.E. and post secondary institutions to make sure we are offering up to date and robust CTE programs. We will be presenting at two workshops. Brown County June 10-12, 2018 Bill Kovach (0-0) Brandon Eakins (2-2) David Benak (9-20) Brenda Emerson (3-6) Jackie O'Hara (3-6) Leadership	\$2,886.20	\$0.00
EWIN: Indiana Pathways Summit We will be presenting at a round-table discussion for business partners around the State of Indiana Indianapolis, IN June 13, 2018 Brandon Eakins (3-4) David Benak (10-22) Brenda Emerson (4-8) Jackie O'Hara (4-8) Leadership	\$1,271.24	\$0.00
TOTAL	\$4,157.44	\$0.00
2017-18 YEAR-TO-DATE PERKINS FUNDS	\$36,674.39	\$4,090.00
GRAND TOTAL	\$40,831.83	\$4,090.00

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: May 17, 2018
 TO: Dr. Robert Haworth, Superintendent
 FROM: Dr. Dawn McGrath *Dawn J. McGrath*
 RE: **Conference Leave Requests**
May 22, 2018 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
<p>IDOE - JIM SHIPLEY & ASSOCIATES</p> <p>This professional development comes from a Title I Tier III grant. The training is to learn a systems-based approach to school improvement with a focus on a continuous improvement approach centered around school-level priorities and goals.</p> <p>Indianapolis, IN</p> <p>June 5 - 6, 2018 (2 day's absence)</p> <p align="center">SARITA STEVENS - ELKHART ACADEMY (1-3)</p>	\$560.50	\$0.00
<p>LEADERSHIP DEVELOPMENT PROGRAM - CAREER EDUCATION</p> <p>This conference will provide information to bring expanded programming and support of career pathways for adults with an emphasis on advanced manufacturing.</p> <p>West Lafayette, IN</p> <p>June 11 - 15, 2018 (5 day's absence)</p> <p align="center">DARCEY MITSCHELEN - EACC (9-25)</p>	\$625.00	\$0.00
<p>PREPARING YOUR STUDENTS FOR ILEARN ELA: GRADES 3-8</p> <p>This conference will provide professional development to prepare for the new ILearn assessment with colleagues in the field.</p> <p>Plymouth, IN</p> <p>June 13, 2018 (0 day's absence)</p> <p align="center"> ABIGAIL BECKMAN - PIERRE MROAN (1-3) KERRI CHARLWOOD - PIERRE MORAN (0-0) PENELOPE CLAYTON - PIERRE MORAN (0-0) IZAMAR GARCIA - PIERRE MORAN (1-3) MIKE LAMBDIN - PIERRE MORAN (0-0) JENNIFER LEMUNYON - PIERRE MORAN (0-0) STEVE MCGRATH - PIERRE MORAN (0-0) STEPHANIE NEWTON - PIERRE MORAN (2-5) ANTHONY VENABLE - PIERRE MORAN (0-0) </p>	\$2,497.00	\$0.00
<p>INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION (ISTE)</p> <p>This conference will provide opportunities to work with other educators on best practices for implementing an iPad 1:1. We will also be sharing information on workshops and PD plans for different districts.</p> <p>Chicago, IL</p>	\$0.00	\$0.00

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
June 25 - 27, 2018 (3 day's absence) WESLEY MOLYNEAUX - ESC (1-2)		
SMEKENS LITERACY RETREAT Effective literacy instruction is a district/building initiative that supports the Elkhart Promise. Reading is the foundation of all learning. SHIPSHEWANA, IN June 26 - 27, 2018 (0 day's absence) JILL BALCOM - BRISTOL (3-10) AMANDA BALK - BRISTOL (0-0) DAWN BARDO - RIVERVIEW (0-0) COURTNEY BEAN - RIVERVIEW (1-3) HOLLY CONLEY - RIVERVIEW (2-5) TERI D'HOORE - RIVERVIEW (0-0) LIZ GINGERICH - BRISTOL (0-0) VIRGINIA HANSON - BRISTOL (0-0) ANDREA HOLTZ - RIVERVIEW (1-3) JANELLE HOSTETLER - RIVERVIEW (1-3) JACQUELYN KRULL - BRISTOL (2-5) STEPHANIE MARKS - BRISTOL (2-5) BRUCE MCDONALD - MONGER (0-0) ANGIE MCMAHON - MONGER (1-3) KRISTI RAY - BRISTOL (1-3) AMY REGLEIN PETERSEN - RIVERVIEW (1-3) KRISTIN WEAVER - BRISTOL (0-0)	\$2,280.14	\$0.00
SCHOOL NUTRITION ASSOCIATION LEADERSHIP ACADEMY 2018 This conference will strengthen knowledge of the School Nutrition program requirements by receiving essential training on the basics of meal planning, resource management, and general food service operations. MISHAWAKA, IN JUNE 27, 2018 (0 day's absence) DEB BENN ROBBINS - MONGER (0-0) DEB BRICK - ROOSEVELT (0-0) TARA BROWNING - PINWOOD (0-0) LATONYA COLEMAN - HAWTHORNE (0-0) ELIZABETH ELKINS - NORTH SIDE (0-0) KIM GAPPA - BRISTOL (0-0) HELEN HARDIN - OSOLO (0-0) NICHOLE HOUSER - RIVERVIEW (0-0) AMY LARSEN - BEARSDLEY (0-0) MICHELLE NEEL - DALY (0-0)	\$1,905.08	\$0.00

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
PAM PETERSON - FEESER (0-0) DENISE PLETCHER - BECK (0-0)		
SCHOOL NUTRITION ASSOCIATION LEADERSHIP ACADEMY 2018 This conference will strengthen knowledge to become more effective leaders beyond the basics of School Nutrition requirements. Training will be provided on communication, ethics, decision making, team building, and staff development. MISHAWAKA, IN JUNE 28, 2018 (0 or 1 day's absence) CHERYL BIRKEY - CENTRAL (0-0) LINDA CORRIGHAN - PIERRE MORAN (0-0) ELIZABETH ELKINS - NORTH SIDE (0-0) DONNA KARACSON - MEMORIAL (0-0) CANDY KIRCHNER - KENT STREET (0-0) SHIRLEY SAWYER - WEST SIDE (0-0)	\$760.45	\$0.00
SCHOOL NUTRITION ASSOCIATION ANNUAL NATIONAL CONFERENCE This conference will focus on the topics of nutrition, operations, administration, communications and marketing to continue striving for the best in Food Service for Elkhart Community Schools. LAS VEGAS, NV July 9 - 12, 2018 (4 day's absence) PAM MELCHER - KENT STREET (0-0) NICOLE SCHEETZ - KENT STREET (0-0)	\$2,032.46	\$0.00
APPLE DISTINGUISHED EDUCATOR INSTITUTE This conference will provide opportunities to work with other educators on best practices for implementing an iPad 1:1. We will also be sharing information on workshops and PD plans for different districts. AUSTIN, TX July 13 - 20, 2018 (6 day's absence) WESLEY MOLYNEAUX - ESC (0-0)	\$417.72	\$0.00
	\$11,078.35	\$0.00
2017 YEAR-TO-DATE GENERAL FUNDS	\$23,813.84	\$1,805.00
2018 YEAR-TO-DATE GENERAL FUNDS	\$14,371.96	\$760.00
2017 YEAR-TO-DATE OTHER FUNDS	\$262,471.70	\$18,360.00
2017 YEAR-TO-DATE ADJUSTMENTS	(\$270.00)	\$0.00
2018 YEAR-TO-DATE OTHER FUNDS	\$76,310.69	\$3,610.00
2018 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
GRAND TOTAL	\$376,698.19	\$24,535.00

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



HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. ROBERT HAWORTH
FROM: MS. CHERYL WAGGONER
DATE: MAY 22, 2018

PERSONNEL RECOMMENDATIONS

CERTIFIED

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

Kennedy Boland	Riverview/Grade 3
Austin Brooks	Pinewood/Grade 6
Alexis Burgess	Central/ENL
Rebecca Dodd	Beardsley/Grade 1
Angela Garcia	Central/ENL
Kelcie Haas	Monger/Grade 5
Kylie Hill	Central/Language Arts
Benjamin Kase	Memorial/Mathematics
Ashley McClintock	Riverview/Grade 1
William McCollum	North Side/Special Education
Sara Miller	Pinewood/Grade 3
Clare Palenchar	West Side/Language Arts
Jerry Scott	North Side/Special Education
Kaitlyn Stanley	TBD/Speech Pathologist
Allan Whitehead	North Side ~ Central/Music

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

Hannah Hueni	Hawthorne/Kindergarten
Began: 8/13/12	Resign: 6/8/18

Kimberly Kalamaros	Woodland/Kindergarten
Began: 8/12/13	Resign: 6/8/18

Brittany Walter	West Side/Art
Began: 8/15/17	Resign: 6/8/18

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

Linda Gray Woodland/Grade 3 15 Years of Service

e. **Personal Leave** – We recommend a personal leave for the following employee:

Debra Bachman	Osolo/Grade 2
Begin: 8/14/18	End: 6/5/19

CLASSIFIED

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

Sarah Miles	Central/Social Worker
Began: 8/18/88	Retire: 6/12/18
	Years Of Service: 29

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

Beverly Cannan	Beardsley/Food Service
Began: 9/11/17	Resign: 5/9/18

Sharon Hiles	North Side/Food Service
Began: 8/31/17	Resign: 6/8/18

Lynda Miller	Pinewood/Food Service
Began: 8/4/16	Resign: 6/8/18

Penny Seegers	Career Center/Paraprofessional
Began: 10/5/15	Resign: 6/8/18



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

Zaria Anderson **Transportation/Bus Helper**
Began: 3/8/18 PE: 5/10/18

Patricia Best **Beardsley ~ Pinewood/Food Service**
Began: 3/19/18 PE: 5/21/18

Olivia Cox **Transportation/Bus Helper**
Began: 3/12/18 PE: 5/14/18

Elizabeth Hulsey **Memorial/Food Service**
Began: 3/19/18 PE: 5/21/18





HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. ROBERT HAWORTH
FROM: MS. CHERYL WAGGONER
DATE: MAY 22, 2018

ADDENDUM TO PERSONNEL REPORT

CERTIFIED

- a. **Administrative Appointment** – The administration recommends confirmation of the following administrative appointment effective July 1, 2018:

Philip Lederach
Director of Secondary Instruction