

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

February 12, 2019

CALENDAR

Feb	12	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Feb	21	12:00 p.m.	Board Retreat, J.C. Rice Educational Services Center
Feb	22	12:00 p.m.	Board Retreat, J.C. Rice Educational Services Center
Feb	26	5:00 p.m.	Regular Board Meeting, North Side Middle School, 300 Lawrence St.
Mar	12	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Mar	19	7:00 a.m.	Public Work Session, J.C. Rice Educational Services Center
Mar	26	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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- A. CALL TO ORDER
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. SUPERINTENDENT'S STUDENT ADVISORY COUNCIL REPRESENTATIVES  
Memorial High School  
Central High School

E. MINUTES  
January 22, 2019 – Regular Board Meeting

F. TREASURER'S REPORT

Consideration of Claims

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

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

Extra Curricular Purchase - The Business Office seeks Board approval of an extra-curricular purchase request.

G. NEW BUSINESS

Public Hearing – A public hearing will be held on the 2017-2018 Priority School Status of Beardsley Elementary.

Public Hearing – A public hearing will be held on the 2017-2018 Priority School Status of Mary Beck Elementary School.

Public Hearing – A public hearing will be held on the 2017-2018 Priority School Status of Hawthorne Elementary.

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

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

Settlement Agreement – The administration seeks Board approval of a settlement agreement with the Elkhart Teachers Association.

Resolution – The administration seeks Board adoption of the Referendum Tax Levy Resolution.

Grant Acceptance - The administration recommends Board acceptance of grants awarded to Elkhart Community Schools.

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

New Course Offerings – The administration presents proposed new course offerings for Board review.

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

H. PERSONNEL

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

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

I. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

J. ADJOURNMENT

MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana  
January 22, 2019

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

Place/Time

Board Members Present:	Douglas K. Weaver Kellie L. Mullins Carolyn R. Morris	Babette S. Boling Susan C. Daiber Rodney J. Dale Roscoe L. Enfield, Jr.
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Roll Call

President Doug Weaver called the regular meeting of the Board of School Trustees to order.

Call to Order

Superintendent, Dr. Steven Thalheimer, recited the Elkhart Promise.

The Elkhart Promise

Mr. Weaver discussed the invitation to speak protocol.

Superintendent’s Student Advisory Council (SSAC) representatives were instructed not to attend due to inclement weather.

SSAC Representatives

By unanimous action, the Board approved the following minutes:  
     January 8, 2019 – Public Work Session Minutes  
     January 8, 2019 – Organizational Meeting  
     January 8, 2019 – Board of Finance Minutes  
     January 8, 2019 – Regular Board Meeting

Approval of Minutes

By unanimous action, the Board approved payment of claims totaling \$5,604,936.92 as shown on the January 22, 2019, claims listing. (Codified File 1819-94)

Payment of Claims

By unanimous action, the Board accepted with appreciation the following donations made to Elkhart Community Schools (ECS): \$500 from Todd Cleveland/Patrick Industries, Inc. for girls/boys track team at Memorial for equipment and costs associated with the program; a Goodman gas furnace with an owner estimated value of \$599 from Mid-City Supply Company to be utilized in the Heating and Air Conditioning (HVAC) continuing education classes; and the Food Services department received two anonymous donations: \$100 to pay negative balances at Cleveland and \$350 to pay negative balances at Hawthorne.

Gift Acceptance

The Board received a financial report from Kevin Scott, chief financial officer, for the period January 1 – December 31, 2018, and found it to be in order.

Financial Report

Mr. Scott reported the following fund loans were made on 12/31/18: \$333,000 from Fund 0250 Retirement/Sev Bond to Fund 0200 Debt Service Fund, \$803,000 from Fund 0350 Capital Projects Fund to Fund 0410 Transportation Fund, and \$14,000 from Fund 0420 Bus Replacement Fund to Fund 0410 Transportation Fund. Mr. Scott noted all fund loans have been paid back.

Fund Loans

Mr. Scott reported on the transfer of appropriations of the 2018 tax funds.

Appropriations Transfer

By unanimous action, the Board adopted a Resolution to Transfer Funds from the Education Fund to the Operations Fund on a monthly basis. (Codified File 1819-95)

Resolution to Transfer Funds

By unanimous action, the Board adopted a Resolution Authorizing the Issuance of Procurement Cards. (Codified File 1819-96)

Resolution re Procurement Cards

By unanimous action, the Board adopted a Resolution Authorizing the Use of Design-Build Method for the School of Engineering, Technology and Innovation building project. In response to Board inquiry, Kevin Scott reviewed the design-build process and stated actual drawings would be presented to the Board further into the process. In response to Board inquiry regarding a possible conflict of interest, Mr. Scott noted the work of the technical review committee would be completed prior to the local primary election. (Codified File 1819-97)

Resolution Authorizing Design/Build Method

By unanimous action, the Board approved proposed school fundraisers in accordance with Board policy. The funds raised through the listed activities are deposited into each school's extra-curricular fund. (Codified File 1819-98)

Fundraisers

Mr. Scott provide the current insurance report stating 2018 claims were over two million dollars below the previous year, contributing to the reduced rates for 2019.

Monthly Insurance Report

By unanimous action, the Board approved the proposed Agreement with the American Federation of State, County, and Municipal Employees (AFL-CIO, Local #2925) for a 3-year period of January 1, 2018 through December 31, 2021. Doug Thorne, district counsel/chief of staff noted the changes to the agreement include the timeframe for posting job vacancies, vacation request submittal timeline; and the procedure for calculating vacation benefits for employees who transfer to this group. Mr. Thorne noted there was no pay increase for the current contract year and, as in the past, the contract will be reopened on an annual basis regarding wages and benefits. (Codified File 1819-99)

Custodial Agreement

By unanimous action, the Board approved an overnight trip request for the Central gymnastics team to travel to Logansport, IN on February 8 - 9, to participate in a competition.

Overnight Trip Request

By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration on the January 22, 2019 listings. In response to Board inquiry, Brad Sheppard, assistant superintendent of instruction, noted administrators send personnel who have a work assignment that is related to the conference topics and are able to in turn pass on the learned knowledge to coworkers. . In response to an audience question, Dr. Sheppard stated staff attending out of town training with early morning start times may request overnight accommodations. (Codified File 1819-100)

Conference  
Leave Requests

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

Personnel  
Report

Agreement regarding unpaid time for a certified staff member and an agreement regarding location assignment for a certified staff member. (Codified Files 1819-101 and 1819-102)

Consent  
Agreements

Employment of certified staff member, Kristen Milton-Watt, science at Central for the 2018-2019 school year effective 1/14/19.

Certified  
Employment

Maternity leave for certified staff member, Heather Cline, math at North Side, beginning 2/25/19 and ending 3/22/19.

Certified Leave

Employment of the following twelve (12) classified employees who have successfully completed their probationary period on dates indicated:

Classified  
Employment

- Christine Banta - bus helper at Transportation, 1/14/19
- Rebecca Bender - custodian at West Side, 1/12/19
- Alejandra Galvan - food service at North Side, 1/18/19
- LaVerne Hadley - food service at Central, 1/18/19
- Regina Johnston - bus helper at Transportation, 1-12-19
- Regina Malkowski - paraprofessional at Woodland, 1/13/19
- Terri Martin - food service at Pinewood, 1/22/19
- Channa McGee - secretary at Beck, 1/15/19
- Christopher McGrath - paraprofessional at North Side, 1/12/19
- Terry Springer - custodian at Bristol, 1/11/19
- Alison Tipton - paraprofessional at North Side, 1/12/19
- Heather Wong - food service at Cleveland, 1/12/19

Resignation of the following four (4) classified employees effective on the dates indicated:

Classified  
Resignation

- Angela Anderson - custodian at Pierre Moran, 1/11/19
- Donna Karacson - food service at Memorial, 6/6/19
- Michael McMahan - paraprofessional at Riverview, 1/10/19
- Whitney Miller - food service at Beardsley, 1/18/19

Leave for classified employee Jessalyn Rink, bus helper at Transportation, beginning 12/12/18 and ending 1/25/19.

Classified  
Leave

Superintendent Thalheimer reported he has met with district administrators and will begin the building level meetings this week. Dr. Thalheimer noted the Board retreat is February 21 and 22.

From the  
Superintendent

Board member, Susan Daiber, reminded all present to be safe on their travels home.

From the Board

Board president, Doug Weaver, reported on the record-breaking graduation rate for 2018 of 95% and the most graduates, 813, in district history. Mr. Weaver also noted Memorial senior, Hank Smith's accomplishment of surpassing 1,000 points in his basketball career during Saturday's game at North Side gym against Northridge. He is the ninth player in Memorial history to join the 1,000 point club. Mr. Weaver commented on the success of the Air Force JROTC military ball, encouraging others to attend next year and commended the EACC on the great turn out for the open house held last Sunday.

From the Board

The meeting adjourned at approximately 7:35 p.m.

Adjournment

APPROVED:

Signatures

\_\_\_\_\_  
Douglas K. Weaver, President

\_\_\_\_\_  
Kellie L. Mullins, Vice President

\_\_\_\_\_  
Carolyn R. Morris, Secretary

\_\_\_\_\_  
Babette S. Boling, Member

\_\_\_\_\_  
Susan C. Daiber, Member

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

\_\_\_\_\_  
Roscoe L. Enfield, Jr., Member



**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

To: Board of School Trustees

From: Tessa Sutton, Supervisor of Connective Leadership & Inclusion

Date: January 25, 2019

**Gift Acceptance**

Community Foundation of Elkhart County has donated \$2,500.00 to Elkhart Community Schools to be used toward the [Elkhart Culture Series: Thought Leadership Conference](#) scheduled on Tuesday, May 21, 2019.

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

Amanda Jamison  
Community Foundation of Elkhart County  
300 Nibco Parkway, Suite 301  
Elkhart IN 46516



**ELKHART**  
COMMUNITY SCHOOLS

DATE: February 7, 2019

TO: Dr. Steve Thalheimer  
Board of School Trustees

FROM: Brian Buckley  
Elkhart Central Athletic Department

RE: Donation Approval

A donation in the amount of \$1,600.00 has been given to the Elkhart Central High School Boys and Girls Golf Teams from an *anonymous donor*.

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 the donor.





**ELKHART ACADEMY AT TIPTON**

1013 TIPTON STREET • ELKHART, IN 46516  
PHONE: 574-295-4903

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**ELKHART COMMUNITY SCHOOLS**

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

DATE: January 17, 2019

TO: Dr. Steve Thalheimer  
Board of School Trustees

FROM: Sarita Stevens, Principal  
Christina Werbiansky, Counselor

RE: Donation Approval

The purpose of this letter is to announce and seek approval of a onetime monetary donation in the amount of \$250.00 awarded to The Elkhart Junior Academy . The Elkhart Chapter of Fraternal Order of Police Lodge 52, Inc. shall designate the said funds to be used for tangible student rewards (grades 7<sup>th</sup> – 8<sup>th</sup>) to be distributed through the already established Scholar Dollar store. The rewards are intended to provide ongoing incentive for students demonstrating positive behavior and academic achievement.

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:

Elkhart Fraternal Order of Police Lodge 52 , Inc.  
1003 Industrial Parkway  
Elkhart , IN 46516

Respectfully submitted,

Christina Werbiansky  
The Elkhart Junior Academy  
Guidance Counselor  
574-295-4903

Sarita Stevens  
The Elkhart Academy  
Principal  
574-295-4903



**ELKHART MEMORIAL HIGH SCHOOL**

2608 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5600



**ELKHART COMMUNITY SCHOOLS**

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: February 6, 2019

TO: Dr. Steve Thalheimer  
Board of School Trustees

FROM: Jacquie Rost, Athletic Director

RE: Donation Approval

We are in receipt of an extracurricular donation in the amount of \$1,600.00 for the girls/boys golf team. This donation will go towards the purchase of equipment, training gear, and other miscellaneous costs associated with these programs.

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 the below address. Please note: They are requesting that their donation be marked as anonymous in the board minutes.

Proposed School Fundraising Activities  
February 12, 2019, Meeting of Board of School Trustees

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Bristol Elementary 5/6 Grade Team	Students will pre-sale "Peeler" cards and pizza and movie cards. A website for online sales of tumblers will also be set up. Proceeds will be used to fund field trips for students during their 5th and 6th grade years.	3/1/2019 3/29/2019	1/18/2019	Amanda Balk
Memorial Choirs	Students will sell popcorn to friends, family and neighbors. Proceeds will be used to support current and future choral events, scholarship fees, buying music, etc,	2/18/2019 - 3/5/2019	2/1/2019	Joshua Hren
Memorial Sophomore Class	Students will sell pieces of tape during lunch period to "tape a teacher to the wall". Proceeds will be used for prom planning for 2019-2020 school years.	3/26/2019 - 3/27/2019	1/23/2019	Jenny Summers
	<b>Please note the following fundraiser is presented for confirmation only.</b>			
Student Services	Elkhart Culture Series will host a one-day conference to help train and inspire leaders. Sponsorship levels are being offered to donors. Proceeds will be used to sponsor various sponsorship levels	1/28/2019 - 5/21/2019	1/28/2019	Tessa Sutton



**BUSINESS OFFICE**

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**ELKHART**  
COMMUNITY SCHOOLS

**INTERNAL MEMO**

**TO: DR. STEVEN THALHEIMER  
BOARD OF SCHOOL TRUSTEES**

**FROM: KEVIN SCOTT**

**DATE: JANUARY 12, 2019**

**SUBJECT/ EXTRA CURRICULAR PURCHASE**

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

SCHOOL/ACCOUNT	ITEM	AMOUNT
West Side Girls Basketball Team Extra Curricular Account	Basketball uniforms and T-shirts	\$2,113.00



**ELKHART**  
COMMUNITY SCHOOLS

West Side Middle School  
101 S. Nappanee St.  
Elkhart, IN 46514

January 18, 2019

To The ECS Board,

The West Side Middle School Girls Basketball team would like to purchase basketball uniforms and T-shirts from Its Tops, 315 S. Union Street, Mishawaka, IN 46544. These will be for the 2019 season; the cost will be \$2,113.00. These funds are already in the Girls Basketball extracurricular account at West Side.

Thank You

Krista Hennings  
Preston Morris  
Girls Basketball Coaches  
West Side Middle School

Kristie Stutsman  
Principal



# UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

## Indiana Code 35-44-1-3

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

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

1. **Name and Address of Public Servant Submitting Statement:** Dr. Dawn McGrath  
933 E Beardsley Ave. Elkhart, IN 46514
  
2. **Title or Position with Governmental Entity:** \_\_\_\_\_  
Director of Special Services
  
3. a. **Governmental Entity:** Elkhart Community Schools  
b. **County:** Elkhart
  
4. **This statement is submitted (check one):**
  - a. \_\_\_\_\_ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
  - b.  as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
  
5. **Name(s) of Contractor(s) or Vendor(s):** Christopher McGrath (son)  
\_\_\_\_\_  
\_\_\_\_\_
  
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):  
Christopher McGrath (son) is employed by Elkhart Community Schools as a paraprofessional  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

The compensation earned by my son, Christopher McGrath, as a paraprofessional with Elkhart Community Schools, contributes to our family's household income

(Attach extra pages if additional space is needed)

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

I (We) being the Board of School Trustees of Elkhart Community Schools and having the power to appoint

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

Douglas K. Weaver, Board President
Kellie L. Mullins, Board Vice Pres.
Carolyn R. Morris, Board Secretary

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

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

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

Signed: Dawn J. McGrath (Signature of Public Servant)

Date (month, day, year): February 12, 2019

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

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

PERSONNEL  
**Proposed Revised** 3422.12S/page 1 of 15

## EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedule for Employees to be effective for ~~January 1, 2019~~ **February 12, 2019**. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

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

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

\*\* Effective August 1, 2017



# policy

POSITION	YEARLY SALARY RANGE
Radio Station Manager	49,673 – 73,798
Radio Station Development Director	46,748 – 70,738
Radio Station Business Account Manager	36,896 – 69,562
Radio Station Program Director	36,896 – 56,766
Radio Station Senior Reporter and Assignment Editor	31,875 – 46,672
Radio Station Reporter and Editor	30,281 – 44,338
Radio Station Operations Manager	25,545 – 41,865
Radio Station Morning Edition Host	28,991 – 45,636
Radio Station Promotions Manager	29,818 – 44,367
Radio Station Membership Manager	38,741 – 52,384
<b>Radio Station Business/Workforce Development Reporter – IPB News</b>	<b>35,000 – 37,000</b>
Olweus Bullying Prevention Program Coordinator	42,664 – 57,723
Assistant Supervisor of Building Services	55,049 – 68,811
Adult and Community Education Program Manager	63,518 – 74,105
Data and Assessment Manager	63,518 – 74,105
Data Specialist	37,619 – 59,116
Digital Communication Specialist	37,619 – 59,116
Staff Accountant	40,000 – 50,000
School Psychologist Intern	36,230
21st Century Community Learning Center Coordinator	2,500 (per semester)

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

## Performance Awards for Radio Station Employees

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

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

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

# policy

## Fringe Benefits

### A. Income Protection and Annuities

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

### B. Insurance

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

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

### C. Severance Benefits

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

#### 1. Resignation

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

# policy

personal leave and unused vacation days.

## 2. Retirement, Death, or Disability

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

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six (6) months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.
- c. In addition, employees who are fifty five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty five (65) by paying 100% of the premiums in advance at the business office.
- d. A miscellaneous employee who retires at age fifty-five (55) or older with ten (10) or more consecutive years of service, or a miscellaneous employee who dies with ten (10) or more consecutive years of service is eligible to select one of the following benefits based upon the employee's daily rate at the time of retirement:
  - 1) One (1) day's pay for each full year employed by the Elkhart Community Schools, or
  - 2) At least forty-five percent (45%) of the unused

# policy

sick leave will be paid, in accordance with the provisions in the Employees employee booklet.

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

- e. During the month of January, any miscellaneous employee who has perfect attendance, other than vacation, bereavement, or personal leave, in any full year subsequent to January 1, 2019, shall be paid the sum of \$100 for each year; any employee who is absent for any reason for five (5) or less days, other than vacation, bereavement, or personal leave, shall be paid a sum of \$50.

Any miscellaneous employee who has perfect attendance, other than vacation, bereavement, or personal leave, in any full year subsequent to January 1, 2006 and prior to January 1, 2019, shall be paid the sum of \$100 for each year at the time of retirement. Any employee who is absent for any reason for five (5) or less days, other than vacation, bereavement, or personal leave days, shall be paid the sum of \$50 for each year at the time of retirement.

D. Change in Classification

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

Absences

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

# policy

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

## Personal Illness/Family Illness Absence

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

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

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

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

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

# policy

## Job-Related Injury

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

## Bereavement

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

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

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

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

## Military Leave

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

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1)

# policy

calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

## Health Leave

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

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

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

## **Health Leave - Procedure**

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

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

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

# policy

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

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

## Personal Leave

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

Unused personal leave will accumulate for retirement.

## **Personal Leave - Procedure**

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

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

- A. Once every three (3) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.



# policy

- B. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.
- C. All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, “emergency” shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.

## Jury and Witness Duty Pay

### **Jury Duty**

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

### **Witness Duty**

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

## Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after

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the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one (1) year, and are non-renewable.

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

## Adoptive Leave

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

## Holidays and Vacations

### Definitions

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

### Holidays

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

New Year's - two days

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Martin Luther King Jr. Day

Presidents Day

Memorial Day

Independence Day – two (2) days

Labor Day

Thanksgiving - two (2) days

Christmas - two (2) days

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

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

Martin Luther King, Jr. Day

Presidents Day

Memorial Day

Labor Day

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

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

## Vacations

- A. A full-time employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.
- B. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for six (6) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.

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- E. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.
- F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
- G. For the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a 12-month position will be granted years of service based on the following conversion formula. **NOTE:** *the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.*

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

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

- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor.
- I. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond.
- J. Only 12-month employees will be entitled to paid vacation days.

# policy

- K. Radio Station Manager and Data and Assessments Manager shall be eligible for twenty (20) days of vacation each contract year, exclusive of weekends and holidays, at a time(s) approved by the staff member's immediate supervisor(s). Upon completion of five (5) years of employment with the Elkhart Community Schools in such position, or when previous employment provided relatively comparable experience, said managers shall be eligible for twenty-five (25) days of vacation each year.

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

~~December 18, 2018~~ **February 12, 2019**

**SETTLEMENT AGREEMENT**  
*VEBA II*

This Agreement is entered into this 6<sup>th</sup> day of February, 2019 by and between Elkhart Community Schools (“ECS”), and the Elkhart Teachers Association (“ETA”).

WHEREAS, ETA is the exclusive representative for certain certificated teachers, employed on regular, temporary and supplemental contracts; and

WHEREAS, ETA and ECS have entered into a Master Contract governing terms and conditions of employment for certain certificated teachers (“Master Contract”); and

WHEREAS, ETA and ECS have negotiated between 2006 and 2015 language contained both within the Master Contract and Appendices thereto related to the establishment and operation of a voluntary employees’ beneficiary association (“VEBA”) for certificated employees represented by ECS ; and

WHEREAS, a dispute has arisen related to the reallocation of funds contained in the accounts of teachers who have left the employ of ECS without meeting the vesting requirements set forth in the VEBA; and

WHEREAS, the ETA has exercised forbearance in the filing of any grievance related to this dispute and ECS has met with the ETA to amicably resolve this dispute, and

WHEREAS, ETA and ECS wish to avoid the time and expense associated with the submission of this matter to the grievance procedure set forth in the Master Contract, and the potential for court review of any determination made by the Board of School Trustees as the result of the filing of a grievance; and therefore agree to the following:

1. ECS and ETA shall identify those certified teachers who meet the qualifications to be included in the VEBA II (a) cohort. Said cohort shall consist of those teachers hired between the dates of January 2, 2006 and March 31, 2016.
2. Teachers hired subsequent to March 31, 2016, shall be identified as members in the VEBA II (b) cohort.
3. This agreement shall have no impact upon teachers hired on or before January 1, 2006.
4. ECS agrees to allocate \$210,000 with said sum to be allocated to the VEBA accounts of those certified teachers who are members of the VEBA II (a) cohort, with said sum to be allocated to the individual accounts, on an actuarially sound basis that is consistent with the model previously developed for distribution of termination proceeds (i.e. where allocation results are calculated based upon age

and number years until projected retirement date), of those teachers who continue to be employed by ECS.

5. ECS and ETA further agree that should certified teachers in the VEBA II (a) cohort terminate employment with ECS, subsequent to the date this Agreement is executed, without having met the vesting requirements set forth in the governing documents for the VEBA, eighty (80%) percent of said sums in the non-vested teacher's VEBA account shall be reallocated amongst the teachers in the VEBA II (a) cohort, and twenty (20%) shall be retained by ECS.
6. ECS and ETA also agree should certified teachers in the VEBA II(b) cohort terminate employment with ECS without having met the vesting requirements set forth in the governing documents for the VEBA said sums in the non-vested teacher's VEBA account shall be retained in full by ECS, and teachers in the VEBA II(b) cohort shall have no entitlement to any reallocation of said sums.
7. ETA and ECS agree this agreement does not constitute a binding past practice or precedent, or evidence thereof related to reallocation of monies contained in the accounts of teachers who terminate employment with ECS without having met the vesting requirements set forth in the governing documents for the VEBA, for future agreements regarding any employee of ECS regarding any rights they may or may not have under the Master Contract.

This Agreement is entered into by the parties as of the date first written above.

Elkhart Community Schools

By: \_\_\_\_\_

Elkhart Teachers Association

By: \_\_\_\_\_

Approved by Board of School Trustees on: \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

cc: ETA  
Personnel  
Payroll



**REFERENDUM TAX LEVY RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES  
OF THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA**

**WHEREAS**, Indiana Code 20-46-1-8, as amended, permits a public school corporation to adopt a resolution to place a referendum under Indiana Code 20-46-1, as amended, on the ballot if the governing body of the school corporation determines that (a) the school corporation cannot, in a calendar year, carry out its public educational duty unless it imposes a referendum tax levy under Indiana Code 20-46-1, as amended, or (b) a referendum tax levy under Indiana Code 20-46-1, as amended, should be imposed to replace property tax revenue that the school corporation will not receive because of the application of the credit under Indiana Code 6-1.1-20.6, as amended; and

**WHEREAS**, on January 6, 2014, the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana (the “Board”), being the governing body of the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), determined that based on current revenue calculations for the years 2015 through and including 2021, taking into account the significant reductions in the anticipated property tax revenue the School Corporation will experience because of the application of the credit under Indiana Code 6-1.1-20.6, as amended, the School Corporation will not be able to carry out its public educational duty unless it annually imposes a referendum tax levy not to exceed approximately \$4,000,000 for the years 2015 through and including 2021, in accordance with Indiana Code 20-46-1, as amended (the “2015 Referendum Tax Levy Fund”); and

**WHEREAS**, on May 6, 2014, a majority of the voters that voted on the 2015 Referendum Tax Levy Fund approved the establishment of the 2015 Referendum Tax Levy Fund to be used by the School Corporation to offset the anticipated losses of revenues described in the immediately preceding paragraph; and

**WHEREAS**, the Board has now determined that taking into account the amount of the monthly distributions received from the State of Indiana and the referendum tax levy fund revenues obtained by other school corporations in the surrounding area, the School Corporation will not be able to carry out its public educational duty unless it annually imposes a referendum tax levy of approximately \$20,332,000 for the years 2020 through and including 2027, in accordance with Indiana Code 20-46-1, as amended (the “2020 Referendum Tax Levy Fund”); and

**WHEREAS**, the Board has now determined that if a majority of the voters voting on the 2020 Referendum Tax Levy Fund approve the imposition of the 2020 Referendum Tax Levy Fund, the Board will repeal the imposition of the 2015 Referendum Tax Levy Fund effective for the property taxes payable in 2020 and beyond; and

**WHEREAS**, based on the foregoing, the Board now desires to adopt a resolution to (a) place a public question on the ballot for the election to be held in May, 2019, with the information set forth in this resolution in accordance with Indiana Code 20-46-1, as amended, and (b) repeal the imposition of the 2015 Referendum Tax Levy Fund effective for the property taxes payable in 2020 and beyond if a majority of the voters voting on the 2020 Referendum Tax Levy Fund approve the imposition of the 2020 Referendum Tax Levy Fund.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, as follows:**

Section 1. It is hereby determined that based on current revenue calculations for the years 2020 through and including 2027, taking into account the amount of the monthly distributions received from the State of Indiana and the referendum tax levy fund revenues obtained by other school corporations in the surrounding area, the School Corporation will not be able to carry out its public educational duty unless it annually imposes a referendum tax levy of approximately \$20,332,000 for the years 2020 through and including 2027, in accordance with Indiana Code 20-46-1, as amended.

Section 2. It is hereby determined that if a majority of the voters voting on the 2020 Referendum Tax Levy Fund approve the imposition of the 2020 Referendum Tax Levy Fund, the imposition of the 2015 Referendum Tax Levy Fund is hereby repealed effective for the property taxes payable in 2020 and beyond.

Section 3. There shall be placed on a ballot to be considered in a referendum of the registered voters residing in the geographical boundaries of the School Corporation to be held in the election held in May, 2019, the following question: “For the eight (8) calendar years immediately following the holding of the referendum, shall Elkhart Community Schools impose a property tax rate that does not exceed fifty-eight cents (\$0.58) on each one hundred dollars (\$100) of assessed valuation and that is in addition to all other property taxes imposed by the school corporation for the purpose of (a) repealing the existing referendum fund tax levy, and (b) replacing the existing referendum fund tax levy with a new referendum fund tax levy that will provide funding for academic and educationally related programs, managing class sizes, school safety initiatives, and attracting and retaining teachers?”.

Section 4. The Superintendent of the School Corporation (the “Superintendent”) or his designee, the Chief Financial Officer of the School Corporation (the “Chief Financial Officer” or his designee or the District Counsel/Chief of Staff of the School Corporation (the “Chief of Staff”) or his designee is hereby authorized to certify a copy of this resolution in accordance with Indiana Code 20-46-1, as amended, to the Department of Local Government Finance (the “DLGF”) for approval of the question stated above in Section 3.

Section 5. After approval of the question language by the DLGF, each of the Superintendent or his designee, the Chief Financial Officer or his designee or the Chief of Staff or his designee is hereby authorized to certify a copy of this resolution and the DLGF’s approval in accordance with Indiana Code 20-46-1, as amended, to (a) the Elkhart County Council, and (b) the Elkhart County Circuit Court Clerk.

Section 6. Any officer of the School Corporation, the Superintendent or his designee, the Chief Financial Officer or his designee and/or the Chief of Staff or his designee be, and hereby is, authorized, empowered and directed, on behalf of the School Corporation, to take any and all action as such person deems necessary or desirable to effectuate the foregoing resolutions, and any such actions heretofore made or taken be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 12<sup>th</sup> day of February, 2019.

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

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ATTEST: \_\_\_\_\_  
Secretary of the Board of School Trustees



February 8, 2019

Elkhart Community Schools Board of Trustees,

Please accept the following donations that are being awarded as part of the 2018-2019 Spring Grant Cycles. All are worthy requests with solid plans for implementation.

10 Innovative Teaching Grants totaling \$13,761.91

7 Extracurricular Grants totaling \$19,868

\$5,000 to each of the ECHS & EMHS Athletic Departments for Athletic Fees & Physicals

\$5,000 to each of the ECHS & EMHS Fine Arts Departments for Fine Arts Participation Fees

Sincerely,

Ashley Molyneaux

Executive Director, Elkhart Education Foundation

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.	What is the grant submission deadline?
National Book Fund	Pro Literacy Organization	Adult Education	Darcey Mitschelen	\$1,500.00	Purchase of materials for the family literacy programming. To be overseen by Darcey Mitschelen.	Assisting parents and children with language skills...to strengthen the family.	\$1500 NewReaders Plus - month subscriptions	3/15/2019
Adult Literacy	Dollar General	Adult Education	Darcey Mitschelen	\$15,000.00	Hiring of two part-time para professionals (8 - 10 hours/week) for the 2019-20 program year. To be overseen by Darcey Mitschelen.	The hiring will allow for additional language skills assistance for those pursuing a high school equivalency diploma - thus increasing their capacity for sustainable and advanced jobs.	\$15,000 Wages	2/21/2019

**New Course Proposals  
For Implementation in 2019-2020 School Year  
Presented to ECS Board of Education  
February 2019**

<b>Course Title</b>	<b>Description and Comments</b>
<p><b>Analytical Algebra II</b></p> <p>Elkhart Central and Elkhart Memorial High Schools</p>	<p>Analytical Algebra II builds on previous work with linear, quadratic and exponential functions and extends to include polynomial, rational, radical, logarithmic, and other functions. Data analysis, statistics, and probability content should be included throughout the course, as students collect and use univariate and bivariate data to create and interpret mathematical models. Additionally, Analytical Algebra II should focus on the application of mathematics in various disciplines including business, finance, science, career and technical education, and social sciences, using technology to model real-world problems with various functions, using and translating between multiple representations. This course is not recommended for students interested in pursuing a STEM degree at a four year institution; this course does not prepare students for PreCalculus/Trigonometry.</p> <ul style="list-style-type: none"> <li>● Recommended Grade Level: 9, 10, 11, 12</li> <li>● Recommended Prerequisite: Algebra I</li> <li>● Credits: 2 semester course, 1 credit per semester</li> </ul> <p>Fulfills the Algebra II/Integrated Mathematics III requirement for all diplomas; if students use this course to fulfill this credit, the parent and student must sign a consent form notifying the parent and the student that enrollment in Analytical Algebra II may affect the student's ability to attend a particular post-secondary educational institution or enroll in a particular course at a particular post-secondary educational institution because Analytical Algebra II may not align with academic requirements established by the postsecondary educational institution.</p>
<p><b>Applied Career Information and Exploration</b></p> <p>Elkhart Central and Elkhart Memorial High Schools</p>	<p>Applied Career Information and Exploration provides students with opportunities to learn about their interests, strengths and needed supports while exploring traditional and nontraditional occupations and careers. Students develop skills in (1) employability, (2) understanding the economic process, and (3) career decision making and planning. Opportunities are provided for students to observe and participate in various job and volunteer situations through community experiences and career-related assessments.</p> <ul style="list-style-type: none"> <li>● Recommended Grade Levels: 9, 10, 11, 12</li> <li>● Full Year, Multiple Years: Four Applied Units Maximum</li> <li>● Counts as an Employability Requirement, Capstone Course or Elective for the Certificate of Completion</li> </ul> <p>This course will provide students who are earning a certificate of completion an opportunity for guided exploration of a variety of occupations and careers. Students will learn employability skills and</p>

	<p>expectations, as well as build an understanding of the economic process. Students will use the information gained from this course to plan internship experiences and make decisions about their future.</p>
<p><b>3D Computer Animation and Visualization 5530</b></p> <p>Elkhart Area Career Center</p>	<p>In this course, students will create video game quality 3D solid models and animation video game creations with "The Unreal Engine" software. Students will also use AutoCAD and 3ds Max software. Students will work on 3D animation and advanced mechanical and architectural drafting. Students will compete in regional, state and national drafting competitions and gain real-world experiences by working on projects for local companies. Paid internships will be available.</p> <ul style="list-style-type: none"> <li>● Recommended Grade Levels: 11, 12</li> <li>● Recommended Prerequisites: Computers in Design and Production</li> <li>● Credits: 2 semester course, 2 semesters required, 1-3 credits per semester, 6 credits maximum</li> <li>● The nature of this course allows for a second year of instruction provided that content and standards address higher levels of knowledge.</li> <li>● Counts as a Directed Elective or Elective for all diplomas</li> </ul>

ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST

School: Elkhart Memorial H.S.

Class/Group: AFJROTC

Number of Students: 12

Date/Time Departing: 9 MARCH 0230 hrs

Date/Time Returning: 10 March 1700 hrs

Destination: Wright Patterson AFB Dayton OH  
City State

Overnight facility: Country Inn & Suites by Radisson

Mode of transportation: Activities Bus

Reason for trip: Regional Drill and Color Guard  
Competition on Saturday and Air  
Force Museum visit Sunday.

Names of chaperones: SMSGT Scott Rutledge  
Major Jeff Dorman

Cost per student: \$ For Trip / They may need money for  
their own incidentals

Describe Plans for Raising Funds or Funding Source: Fundraising happened earlier in the year

Plans to defray costs for needy students: If need arises we will cover costs

Are needy students made aware of plans? yes

Signature of Teacher/Sponsor: 

Signature of Principal:  Date: 1/18/19

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

Approval of Assistant Superintendent:  Date: 1-23-19

Approval by Board: \_\_\_\_\_

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



ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST

School: Memorial and Central

Class/Group: ElkLogics Robotics

Number of Students: 25

Date/Time Departing: Group 1: 3/28/2019 at 3PM, Group 2: 3/29/2019 at 4:45AM

Date/Time Returning: 3/30/2019 at 10PM

Destination: Center Grove HS, Greenwood, IN

Overnight facility: La Quinta Inn and Suites Indianapolis - South, Indianapolis, IN City State

Mode of transportation: Activity Busses

Reason for trip: Robotics competition

Names of chaperones: Nick Seidl, Ted Elli, Tracy Korn

Cost per student: \$50 to be charged to students

Describe Plans for Raising Funds or Funding Source: Collecting \$50 from each student, plus money in extra-curricular account from grants/donations.

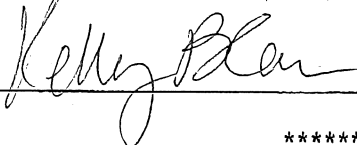
Plans to defray costs for needy students: Supplement using money in extra-curricular account

Are needy students made aware of plans? Yes, they have been told to speak with Mr. Seidl or Mr. Elli privately to make arrangements.

Signature of Teacher/Sponsor:




Signature of Principal:

 Date: 2/5/19

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

Approval of Assistant Superintendent:

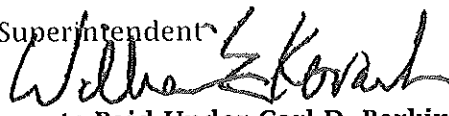
 Date: 2/16/19

Approval by Board:

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


November 11, 2009

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

DATE: February 5, 2019  
 TO: Dr. Steve Thalheimer, Superintendent  
 FROM: Dr. William Kovach   
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant**  
**February 12, 2019 - Board of School Trustees Meeting**

2018-2019 CONFERENCES	EXPENSES	SUBSTITUTE
<b>UTI/Top Tech Challenge</b> My students will be competing for up to \$10,000 in scholarships in the competition.  Lisle, IL February 14, 2019 Ryan Gortney (5-10) Career and Technical Student Organizations Competitions	\$224.00	\$0.00
	<b>\$224.00</b>	<b>\$0.00</b>
2018-19 YEAR-TO-DATE PERKINS FUNDS	\$20,230.39	
<b>GRAND TOTAL</b>	<b>\$20,454.39</b>	<b>\$0.00</b>

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

DATE: February 7, 2019  
 TO: Dr. Steve Thalheimer, Superintendent  
 FROM: Dr. Bradley Sheppard   
 RE: **Conference Leave Requests**  
**February 12, 2019 - Board of School Trustees Meeting**

The following requests for excused absences are recommended for approval:

2018 - 2019 CONFERENCES	EXPENSES	SUBSTITUTE
<p><b>INTEGRATION OF STANDARDS ALIGNED GOALS AND SPECIFICALLY DESIGNED INSTRUCTION</b></p> <p>This session explores the goal writing process and the relationship between Specially Designed Instruction and Annual IEP Goals.</p> <p>Merrillville, IN            February 20, 2019 (1 day's absence)                LINDSEY COX - ESC (5-9)                LEIGH LECHLITNER - WOODLAND (0-0)                MICHELLE MAHAFFEY - BECK (1-3)                CHARLENE TROTTER - MEMORIAL (7-10)</p>	\$300.28          <i>GENERAL FUND</i>	\$190.00          <i>GENERAL FUND</i>
<p><b>NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS 2019 CONVENTION</b></p> <p>This conference will provide research based interventions, practices and knowledge in the field of school psychology.</p> <p>Atlanta, GA            February 25 - March 1, 2019 (5 day's absence)                GINA PIRACCINI - STUDENT SERVICES (1-1)</p>	\$2,053.40          <i>GENERAL FUND</i>	\$0.00          <i>GENERAL FUND</i>
<p><b>FOCUS ON INCLUSION 2019</b></p> <p>This conference will provide strategies for successful inclusion.</p> <p>Indianapolis, IN            March 11 - 12, 2019 (2 day's absence)                JENNIFER ALLEN - NORTH SIDE (1-1)                LORI HOLT - CENTRAL (0-0)                RACHEL TITUS - CENTRAL (0-0)                DENNIS TRIGG - MEMORIAL (0-0)                CHARLENE TROTTER - MEMORIAL (6-8)</p>	\$1,750.00          <i>OTHER FUND</i>	\$570.00          <i>OTHER FUND</i>
<p><b>IXL LIVE</b></p> <p>This conference will help aid in the use of IXL which ECS has purchased for district-wide math.</p> <p>Chicago, IL            March 14, 2019 (1 day's absence)                CAMBRIA RIEF - EASTWOOD (1-1)</p>	\$318.20          <i>OTHER FUND</i>	\$95.00          <i>OTHER FUND</i>

<b>FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)</b>	<b>EXPENSES</b>	<b>SUBSTITUTE</b>
<b>COUNCIL FOR EXCEPTIONAL CHILDREN 2019 CONVENTION</b> This conference will provide information for continued improvement of district special education practices. Indianapolis, IN January 30 - February 1, 2019 (3 day's absence) KATHY MENTZ - ESC (1-3) SARITA STEVENS - ELKHART ACADEMY (1-3)	\$1,334.97          <small>GENERAL FUND \$689.93 OTHER FUND \$645.04</small>	\$0.00          <small>GENERAL FUND \$0.00 OTHER FUND \$0.00</small>
	<b>\$5,756.85</b>	<b>\$855.00</b>
2018 YEAR-TO-DATE GENERAL FUNDS	\$28,538.81	\$2,470.00
2019 YEAR-TO-DATE GENERAL FUNDS	\$9,746.07	\$665.00
2018 YEAR-TO-DATE OTHER FUNDS	\$257,553.25	\$14,345.00
2018 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
2019 YEAR-TO-DATE OTHER FUNDS	\$27,023.41	\$3,800.00
2019 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$322,861.54</b>	<b>\$21,280.00</b>

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



HUMAN RESOURCES

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. STEVEN THALHEIMER**  
**FROM: MS. CHERYL WAGGONER**  
**DATE: FEBRUARY 12, 2019**

**PERSONNEL RECOMMENDATIONS**

**CERTIFIED**

- a. **Agreement** – We recommend the approval of six consent agreements regarding unpaid time.
  
- b. **Retirement** – We report the retirement of the following employee at the end of the 2018-19 school year:

**Sharon Stauffer      Eastwood/Music      16 Years of Service**

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

**Heather Clear**  
Began: 8/19/10

**Central/Math**  
Resign: 6/6/19

**Shaun Hesselbart**  
Began: 8/11/08

**Osolo/Permanent Substitute**  
Resign: 2/12/19

**Kara Walterhouse**  
Began: 8/2/16

**North Side/Math**  
Resign: 6/6/19

**CLASSIFIED**

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

**Sherman Bailey**  
Began: 12/3/18

**Beck/Custodian**  
PE: 2/1/19

**Sheila Brown**  
Began: 11/26/18

**Central/Paraprofessional**  
PE: 2/6/19

**Corrie Finch**  
Began: 12/4/18

**North Side/Food Service**  
PE: 2/12/19

**Velma Gross**  
Began: 11/19/18

**Cleveland/Food Service**  
PE: 2/1/19

**Elizabeth Niemeyer**  
Began: 11/12/18

**Daly/Food Service**  
PE: 1/26/19

**Kayla Turpin**  
Began: 12/3/18

**Beck/Paraprofessional**  
PE: 2/12/19

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

**Michael Schmidt**  
Began: 11/28/11

**Riverview/Paraprofessional**  
Resign: 1/25/19

**Melanie Thompson**  
Began: 9/27/06

**Transportation/Bus Driver**  
Resign: 2/1/19

**Carmela Tomsits**  
Began: 8/6/15

**Memorial/Food Service**  
Resign: 2/1/19

**Joe Wilson**  
Began: 5/21/18

**Central/Custodian**  
Resign: 1/25/19

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

**Sarah Troncoso**  
Began: 4/10/00

**Transportation/Bus Driver**  
Retire: 1/31/19  
18 Years of Service

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

**Cassidy Parsons**  
Begin: 2/1/19

**Memorial/Paraprofessional**  
End: 6/5/19

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

**Samantha McGinnis**  
Began: 9/28/18

**Commissary/Food Service**  
End: 1/29/19  
Board policy: 3039.01s

