### AGENDA FOR BOARD OF SCHOOL TRUSTEES REGULAR MEETING

#### Elkhart Community Schools Elkhart, Indiana

#### June 11, 2019

#### CALENDAR

June	11	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
June	11	immediately following	Executive Session, J.C. Rice Educational Services Center
June	11	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
June	25	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
July	9	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
July	23	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Aug	13	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. MINUTES

May 28, 2019 – Public Work Session May 28, 2019 – Regular Board Meeting

E. SPECIAL RECOGNITION

Elkhart Education Foundation

F. TREASURER'S REPORT

#### Consideration of Claims

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

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

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

<u>Phase I Report</u> – The Business Office recommends Board approval of the Phase I Report for the ETI Building Project.

<u>Contract Amendment</u> – The Business Office recommends Board approval of the Contract Amendment for Phase II of the ETI Building Project.

G. OLD BUSINESS

<u>Administrative Regulation JFC-(1) – Guidelines for Good School Order</u> – The administration presents additional revisions to Administrative Regulation JFC-(1) – Guidelines for Good School Order, as presented at the April  $23^{rd}$  and May  $14^{th}$  regular meetings.

H. NEW BUSINESS

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

<u>New Course Offering</u> – The administration presents proposed new course offering ACP Biology for Board review.

<u>Overnight Trip Request</u> - The administration seeks Board approval of an overnight trip request.

I. PERSONNEL

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

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

J. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

K. ADJOURNMENT

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

## Elkhart Community Schools Elkhart, Indiana

## May 28, 2019

J.C. Rice Educationa 5:30 p.m.	l Services Cente	er, 2720 Ca	ilifornia Road, Elkhart – at	Place/Time
Board Members Douglas K. Wear Present: Kellie L. Mullins Carolyn R. Morri		าร	Babette S. Boling Susan C. Daiber Rodney J. Dale Roscoe L. Enfield, Jr.	Roll Call
ECS Personnel Present:	Wes Molyneau Steven Thalhe		Doug Thorne Cheryl Waggoner	
a revised 2019-2020 and reviewed the ele	) school calendar ementary techno The Board discu	showing the showing the showing the showing the showing the second secon	tion, presented to the Board ne scheduled eLearning days ulum being presented at the gement for commencement	Topics Discussed
The meeting adjour	ned at approxim	ately 6:20	p.m.	Adjournment
APPROVED:				
Douglas K. Weaver	, President	Babette	S. Boling, Member	Signatures
Kellie L. Mullins, Vio	e President	Susan (	C. Daiber, Member	_
Carolyn R. Morris, S	Secretary	Rodney	J. Dale, Member	_
		Roscoe	L. Enfield, Jr., Member	_

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

Elkhart Community Schools Elkhart, Indiana May 28, 2019

J.C. Rice Educational S 7:05 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.	Roll Call
President Doug Weave Trustees to order.	er called the regular mee	eting of the Board of School	Call to Order
Board member, Rodn	ey Dale, recited the Elkh	art Promise.	The Elkhart Promise
Mr. Weaver discussed	the invitation to speak p	rotocol.	
both high schools inter- Central High School High School (MHS). I Board as a member of events for the school concert last week and concert is Thursday boys state track meet conference for softbat team all conference for cookout on Friday for in their classrooms. SSAC president. M softball, baseball, girl with the softball team season; boys and gi state competitions of sectional and regiona Everyone is invited to reported 167 seniors Daly, West Side, Oso	roduced themselves: Par (CHS) and Shelby Buss Mr. Yeakey noted this is of SSAC. He provided a of year at Central: the I honored a record 37 se evening; nine students t on Friday; Abbie Tyler all; Rylee Wiltfong and or tennis; and 200 stude being named by their t Shelby Buss is Memorial' Is. Buss reported the s tennis and lacrosse ha n setting a record this ye rls track teams are see n Friday; and the unifie al meets will also travel o attend a send-off Frida walked the halls of Haw	SAC) representatives from trick Yeakey, a senior from s, a senior from Memorial his last presentation to the n update on the remaining orchestra had their senior niors; the final senior band will be participating in the was awarded first team all Abby Phelps received first nts will be rewarded with a eachers for most improved s class president as well as following athletic review: ve completed their seasons ear for most homeruns in a nding several members to ed track team having won to Bloomington for state. ay morning. Ms. Buss also whorne, Feeser, Cleveland, e annual senior picnic will June 6 <sup>th</sup> .	SSAC Representatives

By unanimous action, the Board approved the following minutes: May 14, 2019 – Public Work Session May 14, 2019 – Regular Board Meeting	Approval of Minutes
By unanimous action, the Board approved payment of claims totaling \$6,478,378.45 as shown on the May 28, 2019, claims listing. (Codified File 1819-156)	Payment of Claims
By unanimous action, the Board accepted with appreciation the following donations made to Elkhart Community Schools (ECS): \$700 from George and Megan Hiland to Central for the cross country team; \$500 from ASA Electronics to Memorial for the volleyball program; \$25,000 from the Rex and Alice Martin Foundation for renovations to Rice Field and North Side Gym; and the following donations used toward the Elkhart Culture Series: Though Leadership Conference: \$500 from Centier Bank of Elkhart; \$500 from the Bowen Center; \$1,500 from Macy's Bloomindales; \$1,000 from LHD Benefit Advisors of Indianapolis; \$1,000 from Intercultural Relations Group; \$1,500 in-kind from Indiana University Elkhart/South Bend; \$1,500 in-kind from Indiana Tech; \$2,500 in-kind from the Greater Elkhart Chamber of Commerce; \$1,500 in-kind from the Elkhart County Visitor Center; and \$1,500 in-kind from the City of Elkhart.	Gift Acceptance
The Board received a financial report from Kevin Scott, chief financial officer, for the period January 1, 2019 – April 30, 2019, and found it to be in order.	Financial Report
By unanimous action, the Board approved the following extra-curricular purchases for West Side: a show kit for <i>School House Rock Live, Jr.</i> in the amount of \$977.20; and volleyball uniforms for 7 <sup>th</sup> and 8 <sup>th</sup> grade students in the amount of \$1,335.	Extra-Curricular Purchases
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 1819-157)	Fundraisers
Mr. Scott provided the current insurance update reporting claims are continuing to run below the same time last year.	Monthly Insurance Report
By unanimous action, the Board approved the application of a common school fund loan for an advance from the Indiana Department of Education in the amount of \$1,212.411. The loan will allow for the continued expansion of mobile devices to provide 1:1 instruction at all grades, while improving technology in learning spaces throughout the District. (Codified File 1819-158)	Common School Fund Loan

By unanimous action, the Board approved revisions to the 2019-2020 school calendar. The changes are the addition of scheduled eLearning days on September 30<sup>th</sup> for secondary students only, and April 1<sup>st</sup> for all students. (Codified File 1819-159)

By unanimous action, the Board adopted the elementary technology curriculum for the 2019-2020 school year. Six elementary schools have been identified to pilot the program: Beardsley, Cleveland, Feeser, Monger, Riverview and Woodland. Learning.com was identified at the most viable option because it is fully developed and can be implemented by technology teachers without modification. The new curriculum prepares the school system for Senate Enrolled Act 172 (2018) requiring all schools to include computer science in the curriculum for students in kindergarten through grade 12. (Codified File 1819-160)

The Board was presented an update on alternative education by Tony England, assistant superintendent of student services. The available service options for social emotional behavioral support include: alternative programs designed for at-risk you who are not succeeding the traditional setting; Elkhart Elementary Academy; Middle School ED/ Alternative Program has a school within a school model; Bashor K-8 partnership with Bashor. The Bashor K-8 program will move to Bristol in the fall using the separated space currently housing the Growing Kids program; and high school options including the Elkhart Academy at Tipton, the Crossing, School Without Walls, and Adult Education.

By unanimous action, the Board approved the submission of the following grant requests: to the Elkhart Community Foundation for a First Aid Training Grant from the EACC in the amount of \$2,500; and to the US Department of Justice of Community Oriented Policing Services for a COPS Office: School Violence Prevention Program Grant from ESC in the amount of \$217,800 (Codified File 1819-161)

By unanimous action, the Board approved an overnight trip request for 35-45 West Side 8<sup>th</sup> grade students to travel to Washington, DC on June 9 – 13, 2020 for a social studies trip.

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 28, 2019 listings. (Codified File 1819-162)

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

Agreements regarding unpaid time for two certified staff members. (Codified Files 1819-163)

Retirement of the following two (2) certified staff members effective on the dates indicated, with years of service in parenthesis:

School Calendar

2019-2020

Elementary Technology Curriculum

Alternative Education Update

Grant Submissions

Overnight Trip Request

Conference Leave Requests

Personnel Report

Consent Agreements

Certified Retirements

Shawn Hannon, assistant superintendent at ESC, 6/30/19 (26) Carl Rust, director Elementary Academy at Pierre Moran, 6/24/19 (31)	
Administrative re-assignment of certified staff member, Jeffrey Komins, to assistant principal at Cleveland, effective 8/1/19.	Administrative Reassignment
Resignation of the following five (5) certified staff members effective on the dates indicated: Penelope Clayton - intervention at Pierre Moran, 6/6/19 Gary Gardner - principal at Osolo, 6/17/19 Sherri Holston - grade 4 at Feeser, 6/6/19 Jessica Shander - grade 1 at Riverview, 6/6/19 Raven Wilson - language arts at North Side, 6/6/19	Certified Resignations
Employment of the following eight (8) classified employees who have successfully completed their probationary period on dates indicated: Angela Green-Pitts - bus helper at Transportation, 5/22/19 Stefani Jenkins - food service at Osolo, 5/17/19 Sara Lewter - food service at Central, 5/17/19 Paige Link - paraprofessional at Eastwood, 5/24/19 Thomas Louiselle - bus driver at Transportation, 5/21/19 Melisa Machowiak - paraprofessional at Riverview, 5/24/19 Kyle Went - food service at Riverview, 5/21/19 Patrick Williams - custodian at Monger, 5/24/19	Classified Employment
Resignation of the following nine (9) classified employees effective on the dates indicated: Latonya Coleman - food service at West Side, 5/30/19 Clara Hendrix - bus helper at Transportation, 5/21/19 Karri Kinney - food service at Pinewood, 6/6/19 Tiffany Kleitz - paraprofessional at Tipton, 5/20/19 Bethany Mowery - secretary at Hawthorne, 6/6/19 Mary Patton - food service at Pinewood, 6/6/19 Meghan Sutton - secretary at Eastwood, 6/6/19 Dranda Washington - bus helper at Transportation, 5/10/19 Felicia Williams - paraprofessional at Daly, 5/17/19	Classified Resignations
Revised resignation of classified employee, Betty Beadin, custodian at Memorial, effective 3/29/19.	Revised Resignation
Retirement of classified employee, Kimberly Gundy, production coordinator at Commissary, effective 5/31/19, with 20 years of service.	Classified Retirement
Leave for classified employee, Yvonne Gefri, food service at North Side, beginning 5/11/19 and ending 6/6/19.	Classified Leave

Resource Help	ember, Brandi Fontes, the creator of the ECS Need & p Site on Facebook. Ms. Fontes commented on the success with over 1,000 members.	From the Audience
Thought Lead	er, Carolyn Morris, commented on the recent success of the dership Conference and all of the donations received from ty to help make it happen.	From the Board
diplomas at t noted the vis and the supp	er, Rocky Enfield, stated what a highlight it was to present the Adult Education graduation held last week. Mr. Enfield wible pride and sense of accomplishment of the graduates, ort from the friends and family in attendance. Mr. Enfield hose present to be sure and attend next year.	From the Board
	er, Susan Daiber, commented on the capstone project at Pierre Moran she and other Board members were able week.	From the Board
The meeting a	adjourned at approximately 7:50 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	



To:Board of School TrusteesFrom:Cheryl WaggonerDate:6/5/2019

**Special Recognition** 

The administration wishes to thank The Elkhart Education Foundation for underwriting the entire cost of the all-staff appreciation event this school year. The monetary value of this gift was \$6,500.00.

I am requesting the Board of School Trustees issue an appropriate letter of acknowledgement and appreciation to:

Elkhart Education Foundation Attn: Ashley Molyneaux 2746 Old US 20 W, Suite B Elkhart, IN 46514





To: DR. THALHEIMER **BOARD OF SCHOOL TRUSTEES** DR. WILLIAM E. KOVACH WETTEL

FROM:

DATE: JUNE 11, 2019

### **RE: DONATION APPROVAL - EACC**

Cheers to Wheels has donated \$1,200.00 to be used towards toolboxes for two (2) graduating students who plan to attend a Trade School.

This donation will be very helpful and allow a great head start in their careers.

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:

Cheers to Wheels c/o Dave Hicks 50859 Oak Tree Lane Bristol, IN 46507



**INTERNAL MEMO** 

To:Board of School TrusteesFrom:Cheryl WaggonerDate:6/5/2019

#### Gift Acceptance

Teachers Credit Union donated \$1,500.00 to Elkhart Community Schools to help underwrite the cost of the staff appreciation gala.

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:

Teachers Credit Union Attn: Bethany Stauffer 201 County Road 6 West Elkhart IN 46514



INTERNAL MEMO

To:Board of School TrusteesFrom:Cheryl WaggonerDate:6/5/2019

#### **Gift Acceptance**

The Elkhart Education Foundation donated \$2,000.00 to Elkhart Community Schools to help underwrite the cost of the staff appreciation gala.

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:

Elkhart Education Foundation Attn: Ashley Molyneaux 2746 Old US 20 W, Suite B Elkhart, IN 46514





Matt Werbiansky Supervisor

To: Board of School Trustees From: Matt Werbiansky Date: 6/5/2019

**Gift Acceptance** 

Rollie Williams Paint Spot donated \$1,000.00 to Elkhart Community Schools to help underwrite the cost of the staff appreciation gala.

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:

Rollie Williams Paint Spot Attn: Jeff Schwartz 1179 Kent St. Elkhart, IN 46514





Matt Werbiansky Supervisor

To: Board of School Trustees From: Matt Werbiansky Date: 6/5/2019

**Gift Acceptance** 

Martins Supermarket donated \$500.00 to Elkhart Community Schools to help underwrite the cost of the staff appreciation gala.

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:

Martins Supermarket Attn: Dave Mayfield P.O. Box 2709 South Bend, IN 46680





Matt Werbiansky Supervisor

To: Board of School TrusteesFrom: Matt WerbianskyDate: 6/5/2019

**Gift Acceptance** 

OSMC donated \$500.00 to Elkhart Community Schools to help underwrite the cost of the staff appreciation gala.

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:

OSMC Attn: Jaime Rigley 2310 California Rd. Elkhart, IN 46514





Matt Werbiansky Supervisor

To: Board of School Trustees From: Matt Werbiansky Date: 6/5/2019

**Gift Acceptance** 

Premium Concrete donated \$500.00 to Elkhart Community Schools to help underwrite the cost of the staff appreciation gala.

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:

Premium Concrete Attn: Max Yeakey 712 Richmond St. Elkhart, IN 46516





Matt Werbiansky Supervisor

To: Board of School Trustees From: Matt Werbiansky Date: 6/5/2019

**Gift Acceptance** 

Monteith Tire donated 25 fifty dollar gift certificates totaling \$1,250.00 to Elkhart Community Schools in support of the staff appreciation gala.

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:

Monteith Tire Attn: Andy Peters 2503 Cassopolis St. Elkhart, IN 46516





Matt Werbiansky Supervisor

To: Board of School Trustees From: Matt Werbiansky Date: 6/5/2019

**Gift Acceptance** 

Stanz Foodservice, Inc. donated roast beef valued at \$876.12 to Elkhart Community Schools in support of the staff appreciation gala.

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:

Stanz Foodservice, Inc Attn: Julie Moore 1840 Commerce Dr. South Bend, IN 46628



BUSINESS OFFICE PHONE: 574-262-5563

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

- DATE: June 6, 2019
- TO: Dr. Thalheimer Board of School Trustees
- FROM: Kevin Scott
- RE: Donation Approval

The following donation of \$5,000 was made to Elkhart Community Schools Engineering, Technology and Innovation building.

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:

Brian and Lauri Smith 54631 CR 131 Bristol, IN 46507



BUSINESS OFFICE PHONE: 574-262-5563

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

DATE: June 6, 2019

- TO: Dr. Thalheimer Board of School Trustees
- FROM: Kevin Scott
- RE: Donation Approval

The following donation of \$25,000 was made to Elkhart Community Schools Engineering, Technology and Innovation building.

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:

David and Nancy Smith 70397 Hilltop Road Union, MI 49130



BUSINESS OFFICE PHONE: 574-262-5563

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

- DATE: June 6, 2019
- TO: Dr. Thalheimer Board of School Trustees
- FROM: Kevin Scott
- RE: Donation Approval

The following donation of \$25,000 was made to Elkhart Community Schools Athletic Renovation and Improvement fund.

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:

David and Nancy Smith 70397 Hilltop Road Union, MI 49130



**INTERNAL MEMO** 

TO: DR. STEVEN THALHEIMER BOARD OF SCHOOL TRUSTEES

FROM: KEVIN SCOTT

DATE: JUNE 6, 2019

### SUBJECT/ EXTRA CURRICULAR PURCHASE

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

SCHOOL/ACCOUNT

ITEM

AMOUNT

Eastwood
Extra-Curricular Account

Flexible Seating And Accessories \$1,680.78



EASTWOOD ELEMENTARY SCHOOL 2605 COUNTY ROAD 15 • ELKHART, IN 46514 PHONE: 574-262-5583

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

DATE: 6/4/2019

TO: Dr. Steve Thalheimer Board of School Trustees

FROM: Melinda Higginson, Principal

RE: Purchase Approval

Eastwood Elementary's 4<sup>th</sup> grade completed a fundraiser to raise money for various items/events, including flexible seating in the classrooms (Board Approval attached).

The teachers would now like to purchase flexible seating and other accessories, using the money collected, which was deposited into the Eastwood Extra Curricular Account. (See item requests attached).

I am requesting approval from the Board of School Trustees for these purchases, with payment for said purchases to be made from the Eastwood Extra Curricular Account.

Thank you.

Dr. Melinda Higguso

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INTERNAL MEMO

TO: DR. STEVEN THALHEIMER BOARD OF SCHOOL TRUSTEES

FROM: KEVIN SCOTT

DATE: JUNE 6, 2019

## SUBJECT/ EXTRA CURRICULAR PURCHASE

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

SCHOOL/ACCOUNT

ITEM

AMOUNT

Pierre Moran Student ID Fund Lanyards

\$1,697.62



PIERRE MORAN MIDDLE SCHOOL 200 West Lusher Avenue • Elkhart, IN 46517 Phone: 574-295-4805

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

To: Elkhart Community School Board

From: Pierre Moran Middle School

Date: June 2, 2019

RE: Purchase Approval for Lanyards

Pierre Moran Middle School is requesting approval for the purchase of 1,000 lanyards from Pfister Promotions for the upcoming 2019/2020 year. Each lanyard will cost \$1.67 each, resulting in a grand total of \$1,697.62.

Thank you, mthia Kipez-Bonher

Cynthia López-Bonner Principal Pierre Moran Middle School



Pfister Promotions Elkhart, IN 46514-4660 Phone/Fax: 574 • 264• 0497 david@pfisterpromotions.com Ad Specialitos • Business Gifts • Weacables

## **Estimate**

Date	Estimate #
06/04/2019	I

#### Name / Address

Pierre Moran Middle School Jeremy Satterfield 200 W. Lusher Ave Elkhart, TN 46517

			Project
Description	Qly	Cost	Total
Royal Blue polyester lanyard with breakaway behind neck and metal swivel clip and yellow imprint Pierre Moran Warriors Shipping & HandJing Estimate This is only a Quotation	1,000	1.67 27.65	1,670.00
		Subtotal	\$1,697.65
		Sales Tax (7.0%)	\$0.00
		Total	\$1,697.65





**INTERNAL MEMO** 

TO: DR. STEVEN THALHEIMER BOARD OF SCHOOL TRUSTEES

FROM: KEVIN SCOTT

DATE: JUNE 6, 2019

#### SUBJECT/ EXTRA CURRICULAR PURCHASE

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

SCHOOL/ACCOUNT

ITEM

AMOUNT

Pierre Moran
Extra-Curricular Account

Bison 3 Pole Volleyball System and Judge's Stand \$5,875.00



PIERRE MORAN MIDDLE SCHOOL 200 West Lusher Avenue • Elkhart, IN 46517 Phone: 574-295-4805

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

To:Elkhart Community School BoardFrom:Pierre Moran Middle School

Date: May 22, 2019

RE: Purchase Approval for Athletic Department

Pierre Moran Middle School is requesting approval for the purchase of a Bison 3 pole volleyball system and judge's stand from Pro Am Team Sports of Crown Point, Indiana. This system will be utilized by the girls and boys middle school volleyball teams and physical education classes. The total amount of the system, \$5,875.00, will be paid from Pierre Moran's Athletic Extra Curricular Account.

Thank you, upteria Jopez-Bonner

Cynthia López-Bonner Principal Pierre Moran Middle School

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**INTERNAL MEMO** 

TO: DR. STEVEN THALHEIMER BOARD OF SCHOOL TRUSTEES

FROM: KEVIN SCOTT

DATE: JUNE 6, 2019

### SUBJECT/ EXTRA CURRICULAR PURCHASE

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

SCHOOL/ACCOUNT

ITEM

AMOUNT

West Side Athletic	High Jump Standards	\$1,499.95
Extra-Curricular Account	High Jump Pit Weather Cover	



WEST SIDE MIDDLE SCHOOL 101 SOUTH NAPPANEE STREET • ELKHART, IN 46514 PHONE: 574-295-4815

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

То:	Dr. Thalheimer
From:	Dr. Thalheimer Derrick Thomas / Kristie Stutsman
Date:	May 29, 2019
Re:	Approval for Purchase of High Jump Equipment

West Side Middle School is requesting approval to purchase a set of high jump standards and high jump pit weather cover from the athletic extra-curricular account. The cost of the equipment is \$1,499.95. The equipment will be for the 7<sup>th</sup> and 8<sup>th</sup> grade track and field team.

 $\cap$ 

The equipment is being purchased from

MF Athletics, LLC 1600 Division Road West Warwick, RI 02893

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Central Orchestra and Choir	Students will sell 8" potted mum plants from Varner's Greenhouse. Proceeds will help defray student fees for robes, etc. and trips.	8/19/2019 - 8/26/2019	5/29/2019	William Niederer & Kyle Weirich
Central Student Counc	Students will host an outdoor movie night. Families will be invited to come for a family fun evening. Proceeds will be used to support Student Council events such as Sadie Hawkins Dance, Karaoke Night, etc.	9/1/2019 - 9/30/2019	5/29/2019	Erin Cisneros
	Please note the following fundraiser is presented for confirmation only.			

#### Proposed School Fundraising Activities May 28, 2019, Meeting of Board of School Trustees



# DESIGN-BUILD CONTRACT AMENDMENT

**Document No. 500-D11** First Edition, 2015 © Design-Build Institute of America Washington, D.C.



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- 5. Term. The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty. DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies. DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement. You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions, and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



## **Design-Build Contract Amendment** For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*

For Use with DBIA Document No. 525, Standard Form of Agreement Between Owner and Design-Builder – Lump Sum (2010 Edition) and DBIA Document No. 530, Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price (2010 Edition)

Amendment Number:	Amendment Effective Date:
01	June 11, 2019
Project: 2019 Engineering, Technology and Innovation Building Project Elkhart Community Schools	Design Criteria Developer's Project No: 19-01-01
Elkhart, IN	Date of Agreement: April 23, 2019
Owner:	Design-Builder:
Elkhart Community Schools	Brown & Brown General Contractors, Inc.
2720 California Road	124 South Elkhart Street, PO Box 487
Elkhart, IN 46514	Wakarusa, IN 46573

Scope of Amendment: (describe here or refer to attached document)

Change Contract Price to the sum of \$9,119,338.39 (Nine Million One Hundred Nineteen Thousand Three Hundred Thirty Eight Dollars and Thirty Nine cents). See attached Exhibit A.

There is no change in the Contract Time.

Scope of w	ork is reflected in the revised Drawings as follows:
G1.0	TITLE SHEET; CODE PLAN
C2	SCHEMATIC SITE DEVELOPMENT PLAN
S1.1	FOUNDATION PLAN
S1.2	MEZZANINE PLAN
S2.1	PRE-ENGINEERED METAL BUILDING
A1.0	OVERALL FLOOR PLAN
A1.1	FLOOR PLAN - NORTH
A1.2	FLOOR PLAN - SOUTH
A2.1	ROOF PLAN
A3.1	ELEVATIONS
A4.1	BUILDING SECTIONS
A5.1	WALL SECTIONS
A5.2	WALL SECTIONS
A5.3	WALL SECTIONS
A6.1	ENLARGED PLANS AND INTERIOR ELEVATIONS
A6.2	INTERIOR ELEVATION
A7.1	DOOR SCHEDULE
A8.1	ROOM FINISH SCHEDULE
M1	MECHANICAL PLAN
E1	ELECTRICAL POWER PLAN
E2	INTERIOR LIGHTING LAYOUT
E3	FIRE ALARM
E4	TELEPHONE / DATA

By executing this Amendment, Owner and Design-Builder agree to modify the Agreement as stated above. Upon execution, this Amendment becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

#### **OWNER:**

By:	
Printed Name:	Anthony Gianesi
Title:	Chief Operating Officer
Date:	June 11, 2019

#### DESIGN-BUILDER:

By:	
Printed Name:	Eric Brown
Title:	President
Date:	June 11, 2019



124 S. ELKHART ST. P.O. BOX 487 WAKARUSA, INDIANA 46573-0487 PHONE: (574) 862-2171 FAX: (574) 862-3930 EXHIBIT A

To: Mr. Tony Gianesi Re: 2019 Engineering, Technology and Innovation Building

Please find below our original pricing and requested price changes for this project.

Original Base Bid		\$9,000,000.00
<b>Re-Design and Pricing Changes</b> Added Classroom casework Added Doors / Frames / Hardware Added marker boards Added HVAC Added Electrical work	 -	\$ 5,214.83 \$ 3116.39 \$841.00 \$ 9,715.00 <u>\$32,366.32</u>
	Total	\$9,051,253.54

Options		
Upgraded Fire Alarm System to the 4100 ES Add		\$46,825.00
Includes Upgrades smoke detectors, pull stations, strobe		
Deduct the new Generator and use the owners existing generator		\$ (35,500.00)
Add Front Canopy	\$	68,345.00
Add Back Canopy	\$	39,254.05
Deduct the Acoustic Ceilings included in the Classrooms	\$	(19,480.25)
Deduct to Use Level 4 Drywall finish in lieu of Level 5 and use a satin paint	\$	(17,520.00)
Add Stone Mechanical Courtyard	\$	3,150.00
8' Drop ceiling vanity lighting in men's and women's restrooms	\$	2,440.40
Add Hallway Zone Dimming for 3 areas (Corridor / Student Colab / and Skylight	\$	3,886.00
Add 10 small cutoff wall packs over outdoor plaza area. Controlled off Extr.lighti	ng\$	4,245.00
Deduct the Permeable Pavers and install asphalt in its place	\$	(27,560.35)

Bicdley & Romit

Total Contract Amount

\$9,119,338.39

Date: 06-06-2019



#### BUSINESS OFFICE PHONE: 574-262-5563

#### \*\*\*\*\*

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

Date: June 11, 2019

To: Board of School Trustees

From: Anthony J. Gianesi

RE: Recommendation to Approve Phase I and Proceed with Phase II

To summarize the project process to date:

On April 9, 2019 quantitative proposals were received for the 2019 Engineering, Technology, and Innovation (ETI) Building Project. On April 12, 2019 interviews were conducted with the three finalists and scored accordingly. During a special Board Meeting at 7:00 am on April 16, 2019 price proposals were opened by the Board and read aloud. All proposals have been reviewed by Elkhart Community Schools and J. Lake Architecture & Design for compliance with the Request for Proposal prepared by J. Lake Architecture & Design. The School Board of Trustees awarded a contract to proceed with Phase I of the design-build project on April 23, 2019.

The Phase I report and pricing were received and reviewed by Elkhart Community Schools and J. Lake Architecture & Design for compliance with design and cost parameters provided. The Business Office recommends acceptance of the Phase I report and pricing, and approval of the Amendment to the Design-Build Contract in the amount of \$9,119,338.39 from Brown & Brown General Contractors, Inc. of Wakarusa, Indiana. The Business Office also requests permission for Brown & Brown General Contractors, Inc. of Wakarusa, Inc. of Wakarusa, Indiana to proceed with Phase II (construction).

The project includes the construction of a 45,000 square foot building to house our School of Engineering, Technology, and Innovation (ETI) and the Mittler Advanced Manufacturing Center.

Funding for this project will come from the ETI bond and private funding.

Anthony J. Gianesi Chief Operating Officer encl

# WHERE LEARNING HAS NO LIMITS

#### GUIDELINES FOR GOOD SCHOOL ORDER

#### Section 1. <u>General Responsibilities</u>

#### A. School Responsibilities

The primary responsibility of the Elkhart Community Schools is to provide each student with an opportunity to acquire meaningful knowledge and skills and to help develop fully his or her potential as an individual in a safe environment. In order to assure a climate for learning, Elkhart Community Schools must maintain certain standards of conduct for school citizenship.

The Board of School Trustees of the Elkhart Community Schools and its employees have the legal responsibility for establishing and enforcing rules for student conduct. The Board of School Trustees has established these Guidelines for Good School Order, among other administrative regulations, and has directed administrative officers and other school personnel to carry out these regulations. School staff members will individually, collectively, and cooperatively work with parents/guardians and appropriate available community resources to help each student gain acceptable self-disciplinary standards. Elkhart Community Schools will make a copy of all discipline rules available to students and students' parents.

To enable the schools to meet the needs of all students, district-wide and building rules and standards of conduct are based on the same principles which govern the life of every individual. Primary among these principles must be respect for self and others and, based on such respect, the freedom to think, speak, and act. Failure to comply with any rule adopted by the Board of School Trustees or the administration shall constitute grounds for expulsion, suspension, or any other reasonable disciplinary action(s). Avenues will be provided to students for due process as prescribed by law. Moreover, qualified students with disabilities may be entitled to additional protections or rights as provided by law.

## B. Student Responsibilities

Students have the responsibility to know and act in accordance with the rules and regulations of the school. In this regard, each student shall

- 1. follow reasonable directions of school personnel in all educational settings;
- 2. refrain from disruptive behavior which interferes with the educational environment;
- 3. accept responsibility for his or her own behavior;
- 4. show respect for self and for others; and
- 5. be involved in the educational process to the fullest extent possible.

#### C. Parent/Guardian Responsibilities

- 1. Parents/guardians are to become familiar with these Guidelines and review them with their children.
- 2. Parents/guardians are to work with their children and with school personnel to resolve any disciplinary problems.
- 3. Parents/guardians can be required to participate in any action taken in connection with their child's behavior.

#### D. Delegation of Authority

In carrying out the purposes of the school corporation, the following grants of authority are made, subject to the limitations which exist under law:

- 1. When students are being supervised, each teacher or other Elkhart Community Schools staff member is authorized to take any action reasonably necessary to carry out, or to prevent interference with, an educational function.
- 2. A principal, including any principal's designee, may take any action concerning his or her school or any school activity within his or her jurisdiction reasonably necessary to carry out, or prevent interference with, any educational function or school purpose. Such action may include establishing written rules and standards to govern student conduct.
- 3. The superintendent, and other administrators with the superintendent's approval, may take any action with respect to all schools within the superintendent's jurisdiction which is reasonably necessary to carry out, or to prevent interference with, any educational function or school purpose.
- 4. The superintendent and principal may adopt procedures establishing lines of responsibility in compliance with Elkhart Community Schools' discipline policies and administrative regulations.
- 5. The Board of School Trustees may also make such other delegations of rule-making, disciplinary, and other authority, as are reasonably necessary in carrying out the purposes of the school corporation.

#### Section 2. <u>Enforcement of Student Conduct Rules</u>

In the absence of student self-discipline, each administrator, teacher, or any other school personnel is responsible for implementing the rules for student conduct adopted by the individual school and the Board of School Trustees.

Some behavior problems are more serious than others and require different approaches and clearly defined actions.

- A. <u>Definitions</u>
  - 1. As used in these Guidelines for Good School Order, the term "conduct constituting an interference with school purposes," or comparable language, means any conduct which causes, or which can reasonably be foreseen to cause, a substantial disruption or material interference in the carrying out of school purposes. Undifferentiated fear or apprehension of disturbance, disruption, or interference shall not alone constitute sufficient grounds to support a determination this conduct exists.
  - 2. As used in these Guidelines for Good School Order, the term "dismissal from school, class, or activity" means disciplinary action whereby a middle school or high school teacher will have the right to dismiss a student from the teacher's class or activity for a period not to exceed five (5) class periods, and an elementary teacher will have the right to dismiss a student from the teacher's classroom or activity for a period of up to one (1) school day.

- 3. As used in these Guidelines for Good School Order, the term "educational function" means the performance by the school corporation, or its officers or employees, of an act or series of acts in carrying out school purposes.
- 4. As used in these Guidelines for Good School Order, the term "expulsion" means a disciplinary action whereby a student
  - a. is separated from school attendance for a period exceeding five (5) school days;
  - b. is separated from school attendance for the balance of the then current semester or current year, unless a student is permitted to complete required examinations in order to receive credit for courses taken in the then current semester or current year; or
  - c. is separated from school attendance for possession of firearms, deadly weapons, or destructive devices, which may include an assignment to attend an alternative school, an alternative educational program, or a homebound educational program.

The term does not apply to situations in which a student is disciplined using a method described in Section 2(B)(1) to (11) of these Guidelines for Good School Order, when a student is removed from school after being found ill, or when the student is removed from school for failure to comply with the immunization requirements.

- 5. As used in this Administrative Regulation, the term "school function" means any activity sanctioned or sponsored by the school.
- 6. As used in these Guidelines for Good School Order, the term "school purposes" means the purposes for which the school operates, including
  - a. promoting knowledge and learning;
  - b. maintaining an orderly and effective educational system; and
  - c. taking any action under the authority conferred on the school corporation by any statute.
- 7. As used in this Administrative Regulation, the term "suspension" means any disciplinary action which does not constitute an expulsion, whereby a student is separated from school attendance for a period of not more than five (5) school days.

The term does not apply to situations in which a student is disciplined using a method described in Section 2(B)(1) to (11) of these Guidelines for Good School Order, when a student is removed from school after being found ill, or when the student is removed from school for failure to comply with the immunization requirements.

### B. Discipline

In dealing with students who have not exhibited sufficient self-discipline to live and work in harmony with others, school personnel may use any or all of the following discipline techniques (among others) as consequences to inappropriate behavior for students under their supervision, subject to the limitations which exist under law:

- 1. counseling with a student or group of students;
- 2. conferences with parent(s)/guardian(s);
- 3. assigning additional academic work;
- 4. rearranging class schedules;
- 5. requiring a student to remain at school after regular school hours to do additional academic work or for counseling;

- 6. restricting extracurricular activities;
- 7. rescinding the privilege of riding the school bus;
- 8. assignment by the principal of a special course of study, an alternative educational program, or an alternative school;
- 9. assignment of not more than one hundred twenty (120) hours of service with a non-profit organization, as outlined by statute;
- 10. referring students to law enforcement personnel in cases related to violations of the law;
- 11. denial of attendance at extra-curricular activities;
- 12. complying with state laws which prevent issuance of or invalidation of driver's licenses or learner's permits;
- 13. Dismissal from Class or Activity Teacher
  - a. A middle school or high school teacher will have the right to dismiss a student from the teacher's class or activity for a period not to exceed five (5) class periods.
  - b. An elementary teacher will have the right to dismiss a student from the teacher's classroom or activity for a period of up to one (1) school day.

# b.c. In the event a teacher exercises this right, the principal shall arrange a meeting with the teacher, the student's parent(s), and the student for the purpose of developing a behavior plan for the student.

14. <u>Suspension from School – Principal</u>

A school principal (or designee) may deny a student the right to attend school or take part in any school function for not more than five (5) school days. However, a student may be suspended for more than five (5) school days, if the suspension is pending an expulsion decision and the continued suspension will prevent or substantially reduce the risk of interference with an educational function or purpose or a physical injury to the student, other students, school employees, or visitors to the school.

15. Expulsion from School

In accordance with the due process procedures defined in this administrative regulation, a student may be expelled from school for a period no longer than the remainder of the school year in which the expulsion took effect, if the misconduct occurred during the first semester. If a student is expelled during the second semester, the expulsion remains in effect for summer school and may remain in effect for the first semester of the following school year. A principal may require a student, who is at least sixteen (16) years of age and who wishes to reenroll after expulsion, to attend an alternative school or educational program or evening classes.

### C. Grounds for Suspensions and Expulsions

1. <u>Prohibited Conduct Which May Result in a Suspension or Expulsion:</u>

The following types of student conduct may constitute grounds for suspension, expulsion, or other disciplinary action, subject to the limitations which exist under law. Such conduct is defined to include, but not to be limited to, the following acts committed on school grounds immediately before or during school hours, or immediately after school hours, or at any other time when the school is being used by a school group; off school grounds at a school activity, function, or event; or when traveling to or from school or a school activity,

function, or event. The discipline rules may also apply when the student is using property or equipment provided by the school.

- a. <u>Interference with School Purposes.</u> Using violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or other comparable conduct constituting an interference with school purposes or urging other students to engage in such conduct.
- b. <u>Speech/Conduct.</u> Engaging in speech or conduct, including use of clothing, jewelry, or hair style, which is profane, indecent, lewd, vulgar, disparaging of another's race, disability, religion, ethnic background, or gender, an indicator of gang involvement, or offensive to school purposes.
- c. <u>Vandalism.</u> Causing, or attempting to cause, damage to school or private property.
- d. <u>Theft.</u> Stealing, or attempting to steal, school or private property, or being in possession of another person's property.
- e. <u>Fighting or Physical Injury.</u> Intentionally causing, or attempting to cause, physical injury or behaving in such a way as could reasonably cause physical injury to any person. Self-defense or reasonable action undertaken on the reasonable belief it was necessary to protect some other person does not, however, constitute a violation of this provision.
- f. <u>Bullying Behavior, Intimidation, or Harassment.</u> Engaging in bullying behavior as defined in Board Policy <u>JFCB5517.01</u>. Threatening, intimidating, or harassing any person, causing injury to an individual's person or property or, with the intent of obtaining money or anything of value from the person. Engaging in sexual harassment of another person, which involves sexually-related verbal statements, gestures, or physical contact. This section also includes bullying through the use of data or computer software which is accessed through a computer, computer system, or network of the school.
- g. <u>Hazing</u>. Participation in an act of hazing. Hazing will be considered to be any act of initiation into any organization, group, activity, or social entity which causes or creates a substantial risk of causing mental, emotional, or physical harm to any person. Permission, consent, or assumption of risk by an individual subjected to hazing will not diminish the inappropriateness of an act of hazing.
- h. <u>Drug involvement.</u> Knowingly possessing, using, providing, or transmitting to another person or being under the influence of any substance which is, looks like, or which is or was represented to be a tobacco product, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, substance containing alcohol, heavily-based caffeine product, substance containing phenylpropanolamine (PPA), steroid, stimulant, depressant or intoxicant of any kind, or any paraphernalia for the use of such substance. An individual who uses an authorized drug as prescribed for him or her by a registered physician shall not be in violation of this rule. (Any student who is unsure if possession, use, or providing another person with any particular substance would violate this rule should contact the building principal before possessing, using, or transmitting the substance in question.)
- i. <u>Student Operated Vehicles.</u> Improperly operating motorized vehicles on school property, failing to obey posted speed limits, failing to display parking passes, or failing to obey other school regulations and Indiana laws which may apply. Keeping prohibited items in any automobile while it is on school property.
- j. <u>Electronic Devices.</u> Knowingly using on school grounds during school hours an

electronic device (e.g. cellular phone, tablet computer, pager, music device, digital camera, electronic equipment, etc.) in a manner which constitutes an interference with a school purpose, educational function, invasion of privacy, or act of academic dishonesty; or is profane, indecent, or obscene.

In addition to being subjected to discipline, students who use an electronic device in a manner which is inconsistent with these rules may have the device confiscated by the school. Such device will be returned to the parent upon request.

This section applies at all times while on school premises including school buses or at school sponsored events, regardless of the location.

- k. <u>Sale of drugs.</u> Engaging in the unlawful selling of a controlled substance or engaging in a violation of criminal law which constitutes a danger to other students or constitutes an interference with school purposes or an educational function.
- 1. <u>Insubordination</u>. Failing to comply with directions of teachers or other school personnel where the failure constitutes an interference with school purposes or an educational function, including extra-curricular functions and other school sponsored activities.
- m. <u>Academic Dishonesty</u>. Submission by a student of any schoolwork, for the purpose of meeting course requirements, which does not represent the efforts of the individual student. Any form of academic dishonesty is prohibited. Academic dishonesty includes, but is not limited to, plagiarism, forgery, copying or stealing another person's work, allowing another person to copy one's own work, doing another person's class work, creating more than one copy of one's work for distribution, intentionally accessing another's material for the purpose of using it as one's own, downloading information from other sources and presenting it as one's own, unauthorized copying of software, or unauthorized use of hard copy or software to develop one's own software.
- n. <u>Violation of the law.</u> Engaging in unlawful activity on or off school grounds, including any unlawful activity during weekends, holidays, other school breaks, and the summer, if
  - (1) the unlawful activity may be considered to be an interference with school purposes or an educational function; or
  - (2) the student's removal is necessary to restore order or protect persons on school property.
- o. <u>Violation of school rules</u>. Violating or repeatedly violating any rules which are reasonably necessary and are validly adopted.
- p. <u>Refusing a Search.</u> Refusing to permit a lawful, reasonable search by authorized school officials of the student's person and/or possessions. A student who uses a locker which is the property of the school is presumed to have no expectation of privacy in the locker or the locker's contents.
- q. <u>Pyrotechnic Devices.</u> Possessing and/or using, on school grounds without authorization by school officials, any pyrotechnic device, including firecrackers.
- 2. Prohibited Conduct Which Will Result in an Expulsion

The following conduct will constitute grounds for expulsion, subject to the limitations that exist under law:

- a. Possession/Use of a Firearm, Destructive Device, or Deadly Weapon. Bringing or possessing a firearm or destructive device to school or on school property will result in expulsion for at least one (1) calendar year, with the return of the student at the beginning of the first school semester after the end of the one (1) year period. Bringing or possessing a deadly weapon to school or on school property may result in expulsion for not more than one (1) calendar year. The following definitions apply with regard to this section:
  - (1) A firearm is any weapon which is capable of expelling, is designed to expel, or may readily be converted to expel a projectile by the action of an explosion.
  - (2) The following items are considered to be destructive devices:
    - i. an explosive, incendiary, or overpressure device which is configured as a bomb, a grenade, a rocket with a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, a Molotov cocktail, or a device substantially similar to an item described above;
    - ii. a type of weapon which may be readily converted to expel a projectile by the action of an explosive or other propellant through a barrel which has a bore diameter of more than one-half inch; or
    - iii. a combination of parts designed or intended for use in the conversion of a device into a destructive device.
  - (3) The following items are considered to be deadly weapons:
    - i. a loaded or unloaded firearm;
    - ii. a destructive device, weapon, taser or electronic stun weapon, device, equipment, chemical substance, or other material which, in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury;
    - iii. an animal which is readily capable of causing serious bodily injury and used in the commission or attempted commission of a crime; or
    - iv. a biological disease, virus, or organism which is capable of causing serious bodily injury.

The superintendent may, on a case by case basis, modify the period of expulsion for a student who has brought a firearm or destructive device to school.

The superintendent shall immediately notify the county prosecuting attorney's office when a student is expelled for bringing or possessing a firearm or destructive device. The superintendent may give similar notice if the student brings or possesses a deadly weapon.

#### 3. Expulsion Based Upon Legal Settlement

- a. A student may be expelled, subject to the limitations which exist in Federal and State law, when the student's legal settlement is not in the attendance area of Elkhart Community Schools and the student is not authorized by any other provision of School Board Policy or State Law to attend the Elkhart Community Schools.
- b. The <u>Director of Student ServicesAssistant Superintendent of Student</u> <u>Services</u>/designee shall have the authority to recommend expulsion to the Superintendent for this reason.

#### D. <u>Student Due Process Procedures</u>

#### 1. <u>Procedure for Dismissal from Class or Activity</u>

When dismissing a student from an educational function, the recommended actions for teachers or other school personnel are asshall follows this procedure:

- <u>a.</u> Inform the student of the reason(s) for his or her dismissal. (Students whose presence poses a continuing danger to persons or property or an ongoing threat of disruptingdisruption of the academic process may be immediately dismissed from class without informing the student of the reasons.)
- a.b. Verbally notify the office that the student is being dismissed from the educational function, and may not return to the teacher's classroom or activity.
- b.c. Instruct the student to leave the classroom or activity and report to the office. If necessary, the student shall be escorted to the office.
- c. Tell the student where to report.
- d. Follow up the dismissal by checking to see if the <u>The office should notify the</u> <u>teacher in the event the student has not</u> reported <u>as instructed to the office in a</u> <u>timely manner</u>.
- e. <u>Notify the administration by completing the Report of Student DismissalComplete</u> and send a referral form to the office reporting the reason(s) for the student's <u>dismissal</u>, or in such other written manner as may be appropriate.
- f. The administrator shall notify the parent(s)/guardian(s) ("parent") of the dismissal and the need for a conference with the parent(s), teacher, student, and administrator for the purpose of developing a contract to address the behavior leading to the dismissal.
- g. The administrator shall have the discretion to assign the student to another appropriate class or placement within the school pending the conference.
- h. A contract shall be developed during this conference and should contain the following:
  - i. a goal related to the behavior causing the dismissal,
  - ii. a strategy to address the behavior,
  - iii. consequences and rewards relevant to the behavior, and
  - iv. monitoring procedures.
- e.i. In the event the student and parent(s) do not meet with the principal and the student's teacher within a reasonable amount of time, the principal has the discretion to assign the student to another appropriate class.
- 2. <u>Procedure for Suspensions</u>

Any principal or designee may suspend a student from school and all school functions for a period of five (5) school days or less after an investigation has determined such suspension is necessary to further school purposes or to prevent an interference with school purposes.

When a principal (or designee) determines a student should be suspended, the following procedures will be followed:

- a. The student will be afforded an opportunity for a meeting during which the student is entitled to the following:
  - 1) a written or oral statement of the charges;
  - 2) a summary of the evidence against the student, if the student denies the charges; and
  - 3) an opportunity to explain his or her conduct.
- b. The meeting shall precede suspension of the student and the student's parents or guardians will be notified as soon as possible after the meeting is concluded. In addition, the student's parents or guardians will be given written notification of the suspension. The notification will describe the student's misconduct, and the action taken by the principal. ("Student Suspension Notice" Administrative Regulation JFC-su)
- c. Where the nature of the misconduct requires the immediate removal of the student, the meeting with the principal will then be held within a reasonable time following the date of the suspension.
- d. Prior to the student's return to school from a suspension of three (3) school days or more, the principal should attempt to schedule a meeting with the student's parent(s)/guardian(s) for the purpose of discussing the student's conduct.
- 3. <u>Procedure for Expulsions</u>

When a principal (or designee) recommends to the superintendent (or designee) a student be expelled from school, the following procedures will be followed:

- a. The principal, vice-principal, or assistant principal shall, after consulting or attempting to consult with the <u>Executive Director of Personnel and Legal</u> <u>ServicesDistrict Counsel/Chief of Staff</u>, complete the "Principals Written Charge Requesting Expulsion," Administrative Regulation JFC-ex<sup>3</sup>.
- b. After said form has been completed, the form shall be delivered to the Superintendent, with a copy to the Director of Student ServicesAssistant Superintendent of Student Services and the Executive Director of Personnel and Legal ServicesDistrict Counsel/Chief of Staff. For a student with a disability, the form shall also be submitted to the Director of Special EducationDirector of Special Services. The Superintendent shall, after having reviewed the charge and determining reasonable grounds for an investigation exist, appoint an Expulsion Examiner and forward the charge, within one school day of its receipt, to such Expulsion Examiner.
- c. The superintendent (or designee) shall either decide to conduct the expulsion meeting or appoint one of the following persons to conduct the expulsion meeting:
  - 1) Legal counsel; or
  - 2) A member of the administrative staff if the member has not expelled the student during the current school year and was not involved in the events giving rise to the request for expulsion.
- d. The Expulsion Examiner shall, within two days after receiving the "Principal's Written Charge Requesting Expulsion," complete and personally deliver or send to the parent(s)/guardian(s) and student by certified mail the "Notice Regarding

Expulsion Request." The Notice must contain the reasons for the expulsion and the procedure for requesting an expulsion meeting.

- e. If the Expulsion Examiner does receive a request for an expulsion meeting in person or by mail within five school attendance days after receipt by parent(s)/guardian(s) of the Notice Regarding Expulsion Request, the Expulsion Examiner shall schedule the meeting within a period of five school days after it is requested. When scheduling such meeting, the Expulsion Examiner should confer with the principal, the Executive Director of Personnel and Legal ServicesDistrict Counsel/Chief of Staff, and the parent(s)/guardian(s) as to the date and time of the meeting.
- f. The superintendent or person appointed to conduct the expulsion meeting may issue subpoenas, compel the attendance of witnesses, and administer oaths to persons giving testimony at the expulsion meeting. If an expulsion meeting is held, the principal (or designee), will present evidence to support the charges against the student. The student or parent will have the opportunity to answer the charges against the student and to present evidence to support the student's position. The individual conducting the expulsion meeting will make a written summary of the evidence heard at the meeting, and should the individual conclude disciplinary action is necessary, make a recommendation to the Superintendent or Superintendent's designee. The Superintendent or Superintendent's Designee may accept, reject, or modify the recommendation of the individual who conducted the expulsion meeting. Notice of the action taken shall be given to the student, the student's parent, the principal, and the <u>Director of Student ServicesAssistant Superintendent of Student Services</u>.
- The student or parent has the right to appeal the decision of the Superintendent to the g. school board within 10 days of the receipt of notice of the action taken. The student or parent appeal to the school board must be in writing and must provide a statement of the reasons, written information or submissions in support (provided said written information or submissions were provided at the original expulsion meeting) and arguments for overruling the decision of the Superintendent. If an appeal is properly made, the board must consider the appeal. The board shall hold a meeting to consider the written summary of the expulsion meeting and the written arguments of the school administration and the student and/or the student's parent. The board will make its decision based upon the written submissions of the parties and any documents introduced during the original expulsion meeting, unless the board votes to conduct a meeting at which the school administration and student and/or the student's parents shall appear. In the event the board votes to conduct a meeting at which the school administration and the student and/or the student's parents shall appear, the meeting shall be held in executive session and the Board President shall communicate to the school administration and the student and/or the student's parents the procedure to be used during the meeting. The board may then take any action deemed appropriate. The decision of the board may be appealed only through judicial review. The board may vote to not hear appeals of actions taken after an expulsion meeting. If the board votes not to hear such appeals, subsequent to the date of the vote, a student or parent may appeal only through judicial review.
- h. If the Expulsion Examiner does not receive a request for an expulsion meeting within five school attendance days after receipt by parent(s)/guardian(s) of the Notice of Expulsion Request, or a student/parent fails to appear at an expulsion meeting after receipt of the Notice, then all rights administratively to contest and appeal the expulsion shall be forfeited. The Expulsion Examiner shall then notify by

memorandum the Superintendent, the principal, the <u>Director of Student</u> <u>ServicesAssistant Superintendent of Student Services</u>, and the <u>Executive Director of</u> <u>Personnel and Legal ServicesDistrict Counsel/Chief of Staff</u> that the action requested in the charge by the principal concerning such student shall automatically become effective.

- i. An expulsion which takes effect more than three (3) weeks before the beginning of the second semester of a school year must be reviewed before the beginning of the second semester. An expulsion remaining in effect during the first semester of the following school year must be reviewed before the beginning of the school year.
- 4. Possession and Self-Administration of Medication Permitted

A student with a chronic disease or medical condition may possess and self-administer medication for the chronic disease or medical condition, without risk of discipline for possession of drugs, if certain conditions are met.

5. Procedure for Students with Disabilities

Students with disabilities are subject to the same disciplinary action for violating school rules as any other student. However, if a student with a disability is subjected to disciplinary change of placement, there are additional procedural safeguards which apply. A disciplinary change of placement occurs when a student is removed for more than ten (10) consecutive school days or is subjected to a series of removals which cumulates to more than ten (10) school days in a school year and constitutes a pattern.

When a student with a disability is subjected to a series of removals accumulating to more than ten (10) school days in a school year, the principal (or designee) must determine if the series of removals constitutes a pattern. If the principal determines a disciplinary change of placement has not occurred, the school shall follow the procedures for suspension (outlined above) and in consultation with at least one (1) of the student's teachers, determine the extent to which services are needed to enable the student to do the following:

- a. Continue to participate in the general education curriculum, although in another setting.
- b. Progress towards meeting the goals set out in the student's IEP.

If a disciplinary change of placement occurs, the following procedures must be followed:

- a. The school must notify the student's parents and provide the parent with the Notice of Procedural Safeguards on the date the decision to make a removal that constitutes a change of placement is made. If the school is unable to notify the parent on the date the decision is made, notice must be mailed to the parent not later than the following business day.
- b. Within ten (10) instructional days of any decision to change the placement of a student with a disability, the Case Conference Committee (CCC) must meet to determine whether the student's behavior is a manifestation of the student's disability. The conduct will be considered a manifestation of the student's disability, if the CCC determines the conduct was
  - (i) caused by, or had a direct and substantial relationship to the students disability; or
  - (ii) the direct result of the school's failure to implement the student's IEP.

- c. If the conduct was a manifestation of the student's disability, the CCC must either
  - (i) conduct a functional behavioral assessment, unless an FBA was conducted prior to the behavior resulting in disciplinary action, and implement a behavioral intervention plan for the student; or
  - (ii) review the BIP and modify it, as necessary if a BIP has already been developed for the student.

Then, the student shall be returned to the placement from which the student was removed, unless the parent and school agree to a change of placement as a part of a BIP or an interim alternative setting is required due to weapons, drugs, or serious bodily injury.

- d. If the conduct was NOT a manifestation of the student's disability, the school may impose disciplinary sanctions in the same manner as it does for students without disabilities. However, the student must continue to receive appropriate services.
- e. The school may remove a student with a disability to an interim alternative educational setting for up to forty-five (45) school days; if the student, while at school, on school premises, or at a school function, does the following:
  - (i) carries a weapon to school or possesses a weapon;
  - (ii) knowingly possesses or uses illegal drugs or sells or solicits the sales of a controlled substance; or
  - (iii) inflicts serious bodily injury upon another person.

Regardless of whether the CCC determines the student's conduct is a manifestation of the student's disability, the student may remain in the IAES for up to forty-five (45) school days. But, the student must continue to receive appropriate services.

May 13, 2014June 11, 2019

Book	Policy Manual
Section	3000 Personnel
Title	Copy of EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN
Code	po3422.12S
Status	
Adopted	December 20, 2016
Last Revised	March 12, 2019
Last Reviewed	June 11, 2019

#### 3422.12S - EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedule for Employees to be effective for <u>June 11</u>March 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 Transportation Trainer/Dispatcher Food Service Truck Driver Food Service Receiving/Supply Supervisor of Building Services Food Service Training Specialist Food Service Bids & Commodity Coordinator Executive Chef & Culinary Event Coordinator Quality Assurance Coordinator Production Coordinator Transportation Route/Driver Coordinator Adult/Community Education Non-Contract Teachers Building Community Education Coordinator Radio Station Staff Announcer Radio Station Development Assistant School Security Officer Title I/Funded Pupil/Program/Parent Support Person Title I/Building Translator/Interpreter	WAGE RANGE 23.54 - 29.07 19.61 - 22.92 15.75 - 18.71 15.75 - 18.71 20.64 - 25.41 17.84 - 24.99 16.99 - 26.55 16.99 - 26.55 19.61 - 22.92 19.61 - 22.92 32.06 * 27.41 - 34.27 9.24 - 13.14 10.75 - 17.19 30.00** 19.58 - 28.52 19.58 - 28.52
Title I/Building Translator/Parent Liaison High School Parent/Community Liaison District Translator Evening Events Supervisor Asst. Site Coordinator - 21st Century Community Learning Center After-School Community Education Organized Activities Leader After-School Community Education Organized Activities Assistant Deaf/Hard of Hearing Educational Interpreter Early College Data Specialist EACC Testing Specialist 21st Century Community Education Program Manager Campus Security – I Campus Security – II	15.35 - 19.25 $19.58 - 28.52$ $19.58 - 28.52$ $14.82$ $14.00$ $14.00$ $9.39$ $16.12 - 30.10$ $24.24 - 27.70$ $24.24 - 27.70$ $28.00 - 33.00$ $12.00 - 20.00$ $14.00 - 22.00$

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

POSITION	YEARLY SALARY RANGE
Radio Station Manager	49,673 - 73,798
Radio Station Development Director	46,748 - 70,738
Radio Station Business Account Manager	36,896 - 69,562
Radio Station Program Director	36,896 - 56,766
Radio Station Senior Reporter and Assignment Editor	31,875 - 46,672
Radio Station Operations Manager	25,545 - 41,865
Radio Station Morning Edition Host	28,991 - 45,636
Radio Station Promotions Manager	29,818 - 44,367
Radio Station Membership Manager	38,741 - 52,384
Radio Station Business/Workforce Development Reporter - IPB News	30,000 - 44,338
Olweus Bullying Prevention Program Coordinator	42,664 - 57,723
Adult and Community Education Program Manager	63,518 - 74,105
Campus Life Coordinator	63,518 - 74,105
Building Services Manager	65,000 - 85,000
Energy and Risk Management Specialist	50,000 - 70,000
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 - <u>52,000</u> <del>50,000</del>
School Psychologist Intern	36,230
21st Century Community Learning Center Coordinator	2,500 (per semester)

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

#### **Fringe Benefits**

#### A. Income Protection and Annuities

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

#### B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee, working thirty (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 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 sick leave will be paid, in accordance with the provisions in the Employees employee booklet.

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

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

#### D. Change in Classification

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

#### Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days

when pay is not to be received.)

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

#### Personal Illness/Family Illness Absence

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

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

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

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

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

#### Job-Related Injury

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

#### Bereavement

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

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

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

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

#### **Military Leave**

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

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be

restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

#### **Health Leave**

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

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

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

#### Health Leave - Procedure

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

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

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

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

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

#### **Personal Leave**

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

Unused personal leave will accumulate for retirement.

#### Personal Leave - Procedure

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

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

- A. Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.
- B. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.

C. All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.

#### Jury and Witness Duty Pay

#### Jury Duty

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

#### Witness Duty

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

#### Parental Leave

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

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

#### **Adoptive Leave**

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

#### Holidays and Vacations Definitions

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

#### Holidays

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

New Year's - two days

Martin Luther King Jr. Day

Presidents Day

Memorial Day

Independence Day – two (2) days

Labor Day

Thanksgiving - two (2) days

Christmas - two (2) days

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

Martin Luther King, Jr. Day

Presidents Day

Memorial Day

Labor Day

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

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

#### Vacations

- A. A full-time employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.
- B. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for six (6) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.

- F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
- G. For the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (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 twelve (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 fulltime 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 twelve (12) month employees will be entitled to paid vacation days.
- K. Radio Station Manager and Data and Assessments Manager shall be eligible for twenty (20) days of vacation each contract year, exclusive of weekends and holidays, at a time(s) approved by the staff member's immediate supervisor(s). Upon completion of five (5) years of employment with the Elkhart Community Schools in such position, or when previous employment provided relatively comparable experience, said managers shall be eligible for twenty-five (25) days of vacation each year.

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.

Revised 1/24/17 Revised 6/27/17 Revised 10/24/17 Revised 12/12/17 Revised 5/8/18 Revised 8/14/18 Revised 2/12/19

# Elkhart Community Schools New Course Proposal for 2019-2020

Proposals for new courses submitted 3 semesters prior to implementation.

State Title	Advanced Science, CollegeCredit, DOE# 3090 Advanced Science, College Credit is a title that covers (1) any science course offered for credit by an accredited post-secondary institution through an adjunct agreement with a secondary school, or (2) any other post-secondary science course offered for dual credit under the provisions of 511 IAC 6-10.
Course Description	<ul> <li>BIOL L100 Humans and the Biological World (5 cr.) CASE N&amp;M</li> <li>P: High school biology and high school or college chemistry. Principles of biological organization, from molecules through cells and organisms to populations. Emphasis on processes common to all organisms, with special reference to humans. Links:</li> <li><u>Central High School Course Description Guide</u></li> <li><u>Memorial High School Course Description Guide</u></li> <li><u>Elkhart Area Career Center Program Descriptions</u></li> </ul>
Grade Levels	10 - 12
Pathway	Natural Resources, Health and Human Services
Length of Course	Full Year
Prerequisites	Introduction to Biology

# Additional Required Information:

Resources	<ol> <li>What resources do you need to support the guaranteed and viable curriculum for this course?         <ul> <li>A. Primary Textbook: Campbell Biology: Concepts and Connections, 9th edition. Taylor, Simon, Dickey, Hogan, Reece. 978-0134296012</li> <li>B. Lab supplies/materials/equipment not communicated by IU at this time.</li> </ul> </li> <li>Do the resources you recommend require an extended contract, or are one-year contracts available?         <ul> <li>A. Textbooks are a one time purchase.</li> <li>B. No extended contracts are known.</li> </ul> </li> <li>Note: Some, but not all, AP and Dual Credit course require a specific textbook.</li> </ol>
	Please include this information. A. Primary Textbook: Campbell Biology: Concepts and Connections, 9th edition. Taylor, Simon, Dickey, Hogan, Reece. 978-0134296012
Additional cost?	<ul> <li>A. The only known cost at this time is the textbook.</li> <li>B. It is assumed the course will require lab experiences, but, the exact labs, materials, and costs are not known at this time. Hopefully, IU will provide this information on or before the July 8-9th training in Bloomington.</li> </ul>

Revised 8.15.18

# **Elkhart Community Schools** New Course Proposal for 2019-2020

Rationale for the course	This course gives us another science course to use for students to earn the Statewide Transfer General Education Core technical certificate.
How does this course fit into your department's and your school's total program?	This course is Dual Credit and can be used to meet the STGEC requirements. It fits between Biology and Chemistry as a more advanced science course.
Anticipated number of students	We anticipate 2 sections at this time.
What courses might this replace in their schedules?	Students will take this instead of ICP or Biology II and earn Dual Credit
Name of person on staff licensed to teach this course	Eric Shipp has been approved by IU to teach this ACP Course.

Teacher Signature

Department Chair an

Guidance Ahair

Principal or Assistant Principal

Date:

6/5/19 6/5/19 Date:

Date:

6/5/19 6/5/19 Date:

# ELKHART COMMUNITY SCHOOLS OVERNIGHT TRIP REQUEST

School:	EACC
Class/Group:	Ag/Motorcycle/Outdoor Power
Number of Students:	10
Date/Time Departing:	6/7/19 9:00am
Date/Time Returning:	6/8/19 3:00pm
Destination:	Norwalk OH
	City State
<b>Overnight facility:</b>	Holiday Inn
Mode of Transportation:	SUV
Reason for trip:	Hot Rodders Event
Names of chaperones:	Ryan Gortney
	Angee Gortney
Cost per student:	\$0.00 Covered by team sponsor
Describe Plans for Raising Funds or Funding Source:	None
Plans to defray costs for needy students:	
Are needy students made aware of plans?	
Signature of Teacher/Sponsor	They Lither
Signature of Principal:	Date: 5/24/19
	***** Send to Assistant Superintendent for Instruction for approval and for submission to Board of School Trustees
Approval of Assistant Superintendent:	3/1Sheffant Date: 5/24/19
Approval by Board:	

# ELKHART COMMUNITY SCHOOLS

# Elkhart, Indiana

DATE: June 6, 2019

TO: Dr. Steve Thalheimer, Superintendent

FROM: Dr. Bradley Sheppard Suday Sheppard

RE: Conference Leave Requests June 11, 2019 - Board of School Trustees Meeting

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

2018 - 2019 CONFERENCES	EXPENSES	SUBSTITUTE
PUBLIC FUNDS MANAGEMENT SEMINAR	\$83.16	\$0.00
This conference will provide updates and best practices of investment options (ECA's), risk assessment, and other hot topics as resented by the office of the Treasurer of State.		
West Lafayette, IN		
June 19, 2019 (1 day's absence)		
VALERIE GILLESPIE - ESC (3-4)	OTHER FUND	OTHER FUND
SMEKENS LITERACY RETREAT	\$1,944.04	\$0.00
This workshop will equip teachers with the latest best-practice strategies in literacy, including synthesizing information from several sources, providing writers with prompt & purposeful feedback, tempting reluctant readers with Book Talks, using annotation to activate & articulate understanding, modeling literacy lessons that move students toward mastery, and mixing mediums to build a balanced reader & writer.		
Shipshewana, IN		
June 25 - 26, 2019 (0 day's absence)		
SONDRA FLORA - BECK (1-3)		
SHERRY KEESLAR - ECS (3-3)		
ESTHER MADDIMADUGU - RIVERVIEW (0-0)		
TAMMY SMITH - BEARDSLEY (1-3)	OTHER FUND	OTHER FUND
INDIANA MATH LEADERSHIP ACADEMY	\$435.60	\$0.00
This academy will assist with the math PLC process and also with evaluation and coaching.		
FORT WAYNE, IN		
June 25 - 27, 2019 (3 day's absence)		
SARA JACKOWIAK - NORTH SIDE (2-3)	OTHER FUND	OTHER FUND
PLC CONFERENCE	\$49,168.00	\$0.00
This workshop will equip teachers with the latest best-practice strategies in literacy, including synthesizing information from several sources, providing writers with prompt & purposeful feedback, tempting reluctant readers with Book Talks, using annotation to activate & articulate understanding, modeling literacy lessons that move students toward mastery, and mixing mediums to build a balanced reader & writer.		
Lincolnshire, IL		
July 22 - 24, 2019 (0 or 3 day's absence)		
MICHELLE BOHLMANN - EASTWOOD (0-0)		

JAIME BORKHOLDER - HAWTHORNE (0-0)		
KAT BROMEN - ECS (0-0)		
JEN BROWN - FEESER (0-0)		
ERIC CHANDLER - ROOSEVELT (0-0)		
LESLEY DAVIS - RIVERVIEW (0-0)		
ALICIA ELBERT - EASTWOOD (0-0)		
TONY GIANESI - ECS (0-0)		
ADDISON GRING - ROOSEVELT (0-0)		
NAKEYTA HARDY - BRISTOL (0-0)		
MELINDA HIGGINSON - EASTWOOD (0-0)		
ASHLEY HUTCHINSON - FEESER (0-0)		
AMANDA IRONS - HAWTHORNE (0-0)		
TAMIKA JONES - ROOSEVELT (0-0)		
JACQUELYN KRULL - BRISTOL (0-0)		
MICAH LAMBERT - FEESER (1-0)		
RYAN LENISKI - FEESER (0-0)		
. STEPHANIE MARKS - BRISTOL (0-0)		
ASHLEY MCQUEEN-GHAFFAR - ROOSEVELT (0-0)		
JOSH MILLER - FEESER (0-0)		
VICTOR MUNIZ - EASTWOOD (0-0)		
ELIZABETH ORDONEZ - EASTWOOD (0-0)		
CAMBRIA RIEF - EASTWOOD (0-0)		
HELENIA ROBINSON - ROOSEVELT (0-0)		
HEBA SAID - ROOSEVELT (0-0)		
SHANNON STANLEY - ROOSEVELT (0-0)		
LINDA STOFKO - ECS (0-0)		
GINA STONE - ROOSEVELT (0-0)		
MARTHA STRICKLER - BRISTOL (0-0)		
STEVE THALHEIMER - ECS (0-0)		
ALLISON THOMAS - RIVERVIEW (0-0)		
SHALYNN TINKEL - HAWTHORNE (0-0)		
MICHELE VANDEZANDE - ROOSEVELT (0-0)		
JENNIFER WAGTOWICZ - ECS (0-0)		
DEE WAPPES - ROOSEVELT (0-0)		
TARA WHITE - ECS (1-3)	OTHER FUND	OTHER FUND
CULTURE KEEPERS PRINCIPAL LEADERSHIP PLC CONFERENCE	\$10,655.59	\$0.00
This conference will provide specific, practical, and inspiring strategies for the continuous strategic improvement process in our quest for district- wide accreditation through AdvancED.		
Atlanta, GA		

September 23 - 25, 2019 (3 day's absence)		
KEITH BAKER - HAWTHORNE (0-0)		
ERIC CHANDLER - HAWTHORNE (1-3)		
MELINDA HIGGINSON - EASTWOOD (1-3)		
TRACEY KIZYMA-WHITMYER - BECK (0-0)		
HELENIA ROBINSON - ROOSEVELT (1-3)		
TARA WHITE - ECS (2-6)	OTHER FUND	OTHER FUND
	\$62,286.39	\$0.00
2018 YEAR-TO-DATE GENERAL FUNDS	\$28,538.81	\$2,470.00
2019 YEAR-TO-DATE GENERAL FUNDS	\$14,439.81	\$855.00
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	\$151,874.10	\$12,920.00
2019 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
GRAND TOTAL	\$452,405.97	\$30,590.00

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



# To:Dr. Steven ThalheimerFrom:Ms. Cheryl WaggonerDate:June 11, 2019

## **PERSONNEL RECOMMENDATIONS**

# CERTIFIED

a. **New Certified Staff** – We recommend the following new certified staff for employment in the 2019-20 school year:

Madison Abney	Feeser/Grade 2
Alyssa Anderson	Osolo/Grade 4
Aden Bachtel	Woodland/Grade 4
Maegan Banicki	Memorial/Special Education
Robert Brannock	Central/Music
Anne Buckwalter	Eastwood/Music
Benjamin Fager	Memorial/Math
Karen Kijak	North Side/Special Education
Hannah Kurath	Feeser/Grade 3
Courtney Lamie	<b>Riverview/Grade 1</b>
Mary Lucchese	West Side/Language Arts
Jacqueline Maillard	Woodland/Grade 5
Elise Maller	Central/Counselor
Katie Marquardt	Memorial/Special Education
Ashley McQueen-Ghaffar	Roosevelt/Grade 4
Holly Mecher	Woodland/Grade 6
Lindsay Nilsen	Central/Math
Matthew Stoll	North Side/Math

b. Administrative Transfer – The administration recommends confirmation of the following administrative transfer effective August 1, 2019:

Mindy King West Side/Assistant Principal

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

**Abigail Beckman** Began: 8/12/13 **Pierre Moran/Language Arts** Resign: 6/6/19

Wendy Kovach Began: 8/15/17

**Terry Parrish** Began: 8/22/05

**Tessa Sutton** Began: 8/22/05

Joseph Urednick Began: 8/15/17 **Pierre Moran/Media** Resign: 6/6/19

Woodland/Grade 2 Resign: 6/6/19

**ESC/Supervisor of Connective Leadership** Resign: 6/30/19

Monger/Grade 6 Resign: 6/6/19

d. Maternity Leave – We recommend a maternity leave for the following employee:

Allison Martin Begin: 8/13/19 **Roosevelt/Kindergarten** End: 6/3/20

## CLASSIFIED

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

Justin Hicks Began: 4/15/19 **WVPE/Business/Workforce Develop. Reporter** PE: 6/10/19

Matthew Manley Began: 4/8/19

Jason Paulson Began: 4/15/19

**Annette Porter** 

Began: 4/11/19

**Memorial/Paraprofessional** PE: 6/3/19

**Building Services/Supervisor of Building Services** PE: 6/10/19

**Daly/Food Service** PE: 6/6/19





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

**Destiny Delle** Began: 9/14/18

**Roberta Eby** 

**Arlin House** 

Began: 5/20/15

Began: 9/17/14

**Daly/Paraprofessional** Resign: 6/6/19

**Central/Paraprofessional** Resign: 6/6/19

**Transportation/Bus Driver** Resign: 6/6/19

**Daly/Food Service** 

Resign: 6/6/19

Resign: 6/6/19

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

Liana Oswalt Began: 9/14/18

Alford Warr Began: 8/15/14 **Transportation/Bus Driver** Resign: 6/6/19

**Transportation/Bus Driver** 

**Kristin Wuthrich** Began: 1/8/18 **Beardsley/Permanent Substitute** Resign: 6/6/19

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

Marilyn Brown Began: 4/12/93 **Bus Driver/Transportation** Retire: 12/20/19 26 Years of Service

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

**Miranda Doolittle** Began: 10/22/18 **Central/Food Service** End: 6/11/19 Policy: 3039.01S



