

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

May 26, 2020

CALENDAR

May	26	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
May	26	immediately following	Executive Session, J.C. Rice Educational Services Center
May	26	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
June	9	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
June	9	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
June	23	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
June	23	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. CONSENT ITEMS:

- Minutes – May 12, 2020 – Public Work Session
- Minutes – May 12, 2020 – Regular Board Meeting
- Claims
- Gift Acceptance
- Grants
- Personnel Report

E. OLD BUSINESS

Board Policy 3410.04CS – Substitute Compensation – The administration presents proposed revisions to Board Policy 3410.04CS – Substitution Compensation, as initially presented at the May 12<sup>th</sup> regular meeting.

F. NEW BUSINESS

Administrative Regulation JFC-1 - Guidelines for Good School Order – The administration presents proposed revisions to Administrative Regulation JFC-1 – Guidelines for Good School Order, for initial consideration.

Administrative Regulation JFC-2 – Rules for Student Conduct – The administration presents proposed revisions to Administrative Regulation JFC-2 – Rules for Student Conduct, for initial consideration.

Administrative Regulation JFCA - Guidelines for Secondary School Athletics – The administration presents proposed revisions to Administrative Regulation JFCA – Guidelines for Secondary School Athletics, for initial consideration.

Resolution – The administration requests adoption of a Resolution regarding the vacation rollover for classified employees due to COVID-19.

Memorandum of Understanding (Vacation Carryover) – The administration requests authorization of a Memorandum of Understanding (Vacation Carryover) between ECS and AFSCME regarding the rollover of vacation days.

Resolution – Indiana Bond Bank Temporary Loan – The Business Offices requests adoption of an Indiana Bond Bank Temporary Loan Resolution.

Monthly Insurance Update

Financial Report – January 1, 2020 – April 30, 2020

Music Curriculum - The administration presents the recommendation for the Elementary Music Curriculum for approval.

G. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

H. ADJOURNMENT

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

Elkhart Community Schools  
Elkhart, Indiana

May 12, 2020

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

Place/Time

Board Members Present: Kellie L. Mullins  
Carolyn R. Morris  
Roscoe L. Enfield, Jr. Douglas K. Weaver

Roll Call

Via Electronic Communication: Babette S. Boling  
Susan C. Daiber  
Rodney J. Dale

ECS Personnel Present: Kevin Scott  
Steven Thalheimer Doug Thorne  
Cheryl Waggoner

The Board was updated on the following topics by Superintendent Steve Thalheimer: CARES Act issues; plans for the final week of school; graduation plans; current freeze on capital expenditures and analysis of hiring; consideration of start of school in the fall; and rescheduling meeting with the City of Elkhart.

Topics Discussed

The meeting adjourned at approximately 6:00 p.m.

Adjournment

APPROVED:

Signatures

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Kellie L. Mullins, President

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Babette S. Boling, Member

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Carolyn R. Morris, Vice President

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Susan C. Daiber, Member

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Roscoe L. Enfield, Jr., Secretary

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Rodney J. Dale, Member

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Douglas K. Weaver, Member

MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana  
May 12, 2020

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 7:00 p.m.		Place/Time
Board Members Present:	Kellie L. Mullins Roscoe L. Enfield, Jr.	Roll Call
Absent:	Carolyn R. Morris	
Via Electronic Communication:	Babette S. Boling Susan C. Daiber Rodney J. Dale	
President Kellie Mullins called the regular meeting of the Board of School Trustees to order.		Call to Order
Board member, Doug Weaver, recited the Elkhart Promise.		The Elkhart Promise
Mrs. Mullins discussed the invitation to speak protocol.		
Tracey Weirich presented a potential united sound orchestra program at Elkhart High School which includes special education students and peer mentors. The program would require additional fees and transportation with wheelchair lift capabilities. Anthony England, assistant superintendent of exceptional learners, will assist Mrs. Weirich in providing the necessary information to potentially move forward with the programming. The Board thanked Mr. and Mrs. Weirich for their time and presentation.		Special Presentation
By unanimous action by roll call, the Board approved the following consent items:		Consent Items
April 28, 2020 – Public Work Session Minutes April 28, 2020 – Regular Board Meeting Minutes		Minutes
Payment of claims totaling \$5,359,235.18 as shown on the May 12, 2020, claims listing. (Codified File 1920-135)		Payment of Claims
Gift Acceptance: \$250 from Teachers Credit Union and \$250 from Elkhart Luncheon Optimist to Daly for the 13 <sup>th</sup> Annual Daly Dash; and \$1,000 from the Herenden family to support and advance the mission of WVPE.		Gift Acceptance

Grant submission to the Indiana Department of Education for a STEM Acceleration Grant in the amount of \$100,000. (Codified File 1920-136)	Grant Submission
Conference leave request in accordance with Board policy for staff members as recommended by the administration on the May 12, 2020 memo. (Codified File 1920-137)	Conference Leave Request
Employment of the following five (5) certified staff members for the 2020-2021 school year:	Personnel Report
<ul style="list-style-type: none"> <li>Brenda Estrada, intervention at Beck</li> <li>Matthew Garber, dean of behavior at Hawthorne</li> <li>Bridget Huffman DeFaum, special education at Riverview</li> <li>Joshua Yankey, math at EHS West</li> <li>Megan Yoder, grade 1 at Eastwood</li> </ul>	Certified Employment
Retirement of Tamara Hibshman, grade 2 at Feeser, at the end of the 2019-2020 school year, with 34 years of service.	Certified Retirement
Resignation of the following four (4) certified staff members effective 6/3/20:	Certified Resignations
<ul style="list-style-type: none"> <li>Carla Biro, career readiness at Pierre Moran</li> <li>Kendall Boyd, grade 1 at Roosevelt</li> <li>James Davisson, grade 4 at Hawthorne</li> <li>Kaleigh Estrup, grade 1 at Riverview</li> </ul>	
Employment of the following seven (7) classified employees having successfully completed their probationary period on dates indicated:	Classified Employment
<ul style="list-style-type: none"> <li>Holly Banks, food service at North Side</li> <li>Nathaniel Brokamp, support technician at Technology Services</li> <li>Lauren Ford, paraprofessional at Hawthorne</li> <li>Dawn Fuqua, secretary at Memorial</li> <li>Charlene Masten, support technician at Technology Services</li> <li>Jessica Mattke, therapist at Pierre Moran</li> <li>Brianna McKenzie, paraprofessional at Monger</li> </ul>	
Resignation of the following three (3) classified employees effective on dates indicated:	Classified Resignations
<ul style="list-style-type: none"> <li>Courtney Curry, secretary at Central, 5/12/20</li> <li>Natalie Murphey, social worker at Eastwood, 4/27/20</li> <li>Susan Roberts, paraprofessional at Riverview, 5/8/20</li> </ul>	
By unanimous action by roll call, the Board approved new Board Policy 9211-Trademark Use.	Board Policy 9211
The Board was presented proposed revisions to Board Policy 3410.04CS – Substitute Compensation, for initial consideration	Board Policy 3410

Superintendent Thalheimer stated guidance regarding last days of school, graduation, and a press release will be presented over the next few days.

The meeting adjourned at approximately 7:30 p.m.

APPROVED:

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Kellie L. Mullins, President

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Carolyn R. Morris, Vice President

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Roscoe L. Enfield, Jr., Secretary

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Babette S. Boling, Member

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Susan C. Daiber, Member

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Rodney J. Dale, Member

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Douglas K. Weaver, Member

From the  
Superintendent

Adjournment

Signatures



ELKHART AREA CAREER CENTER

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

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

**FROM: BRANDON EAKINS** BE

**DATE: MAY 12, 2020**

**RE: DONATION APPROVAL - EACC**

Gateway Mile Autofest Group has donated 4 fully stocked tool chests to be given to 4 graduating students from the Automotive Technology programs.

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

Gateway Mile Autofest  
410 S. Main St.  
Elkhart, IN 46516

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.	What is the grant submission deadline?
Carl D. Perkins and Technical Education Grant	federal grant	Elkhart Area Career Center	Brandon Eakins	708,216.50	Grant funds are used to support programming and employees at the EACC. Brandon Eakins	CTE funds are designated to support growth and implementation of pathways for graduation. Additionally, training supports our regional community and business partners.	Personnel-\$270,000 Fringe benefits-\$64,500 Travel-\$45,000 Contractual Services-\$33,000 Equipment-\$288,716.50 Material-\$7,000	5/8/2020
Harbor Freight: Tools for Schools	Habor Freight Tools	Elkhart Area Career Center	David Kriegel	Awards will be between 100,000 - 50,000	Grant funds would be used for the purchase of tools and materials for PBL projects	We want students to be able to actually work through a problem and produce a physical solution.	Tools and materials 50,000-100,000	5/20/2020
Bullying Prevention Program	Indiana Criminal Justice Institute: Safe Haven Grant	Student Services	Todd Kelly	\$54,230.00	Todd Kelly will oversee the management of the grant. Grant funds will be utilized for bullying prevention programs and Restorative Justice initiatives.	Funds will be used to promote healthy and safe educational communities.	Supplies for Olweus Bullying Prevention program and data collection \$13,826 Substitute teachers for teacher training in bullying prevention \$ 7,680 Motivational speaker - suicide prevention/cyberbullying prevention \$6,000 Site visit - Restorative Justice in schools (Minneapolis) \$ 2,949 Mediation/training/conflict coaching/consultation in Restorative Justice \$23,775  TOTAL \$54,230	5/22/2020





SUPERINTENDENT'S OFFICE

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: MEMBERS OF THE SCHOOL BOARD OF TRUSTEES**

**FROM: GAIL DRAPER**

**DATE: MAY 20, 2020**

**SUBJECT: GRANT APPROVAL**

We just became aware of the opportunity to apply for this grant. COVID-19 has altered the way we do business and when we became aware of this opportunity we did not want to pass on it just because of the short time-span. We ask for the approval of the following:

Grant deadline: June 1, 2020

Title of grant: ProjectAWARE

Granting agency: Indiana Department of Education

Schools applying: This is a district initiative grant for K-12 mental health supports.

Individual applying for the grant: Gail Draper, Natalie Bickel, Lindsey Brander, Sarita Stevens

Amount applied for: \$30,000 - \$60,000 per year for 3 years

Usage and oversight of funds: The grant will be used to assist in building a framework for the district's Mental Health and Wellness initiatives. We have been building out MTSS, TIC, and SEL. The goal of the grant is to support the systematic and integrated implementation of these three initiatives to capacity. The overall goal of this project is to increase awareness of mental health issues by developing and expanding our school-based mental health infrastructure. We will use funds to increase training opportunities, access to early identification of mental health needs, and incorporate a social-emotional learning curriculum K-12 to proactively foster Tier 1 supports for all within a supportive school culture. Gail Draper along with Natalie Bickel, Lindsey Brander, and Sarita Stevens will oversee this grant.

Use of funds to support district focus and goals: Our current crisis has brought the importance of dealing with trauma in our community at the forefront of everyone's mind these days. This grant opportunity could not be more timely. More than ever we will need to have supports in place for our staff, our students, and our community to overcome the emotional hurdles that will be present when we return in the fall. We will need to raise awareness of the importance of wellness in order for our students to be able to achieve success. We will need to raise awareness of the importance of attending to the whole child. Our students' mental health and wellbeing is the foundation for academic learning, and attending to this is essential to preparing our students for success in school and life.

Outline of budget: Funds from this grant will be used for Staff PD and training, resources for early identification of mental health needs, social-emotion learning curriculum K-12, resources to support School Culture/Restorative Practices.



**HUMAN RESOURCES**

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. STEVEN THALHEIMER**  
**FROM: MS. CHERYL WAGGONER**  
**DATE: MAY 26, 2020**

**PERSONNEL RECOMMENDATIONS**

**CERTIFIED**

- a. **Agreement** – We recommend the approval of an agreement regarding unpaid time.
- b. **New Certified Staff** – We recommend the following new certified staff for employment in the 2020-21 school year:

<b>Brandy Bohm</b>	<b>North Side/Alt. Language Arts</b>
<b>Kathryn Case</b>	<b>EHS West/Language Arts</b>
<b>Matthew Gammon</b>	<b>Elkhart Academy/Social studies</b>
<b>Ashley Hire</b>	<b>EHS West/Math</b>
<b>Heather Gindling</b>	<b>Roosevelt/Grade 5 (temporary contract)</b>
<b>Katilin Putt</b>	<b>TBD/Speech Pathologist</b>
<b>Emily Sefcheck</b>	<b>Feeser/Grade 2</b>

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

<b>Phyllis Tubbs</b>	<b>Memorial/Asst Athletic Director</b>	<b>57 Years of Service</b>
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- d. **Maternity Leave** – We recommend a maternity leave for the following employee:

<b>Sarah Collins</b>	<b>Roosevelt/Grade 2</b>
Begin: 5/26/20	End: 6/2/21

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

<b>Philip Lederach</b>	<b>ESC/Director of Secondary Instruction</b>
Began: 7/1/18	Resign: 6/30/20

**Jeshua Sistrunk**  
Began: 8/13/19

**ESC/Special Education Intern**  
Resign: 6/3/20

**CLASSIFIED**

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

**Barbara Estrup**  
Began: 8/12/13

**Riverview/Registered Nurse**  
Resign: 6/30/20

**Terry Springer**  
Began: 11/12/18

**Memorial/ Custodian**  
Resign: 5/18/20

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

**Jennifer Novara**  
Began: 2/13/06

**Bristol/Registered Nurse**  
Retire: 6/3/20  
14 Years of Service

**Pamela Reddell**  
Began: 10/15/98

**Beck/Paraprofessional**  
Retire: 5/29/20  
21 Years of Service

**Joanne Scheetz**  
Began: 10/5/04

**Riverview/Paraprofessional**  
Retire: 6/3/20  
15 Years of Service



Book Policy Manual  
 Section 3000 Personnel  
 Title PROPOSED REVISED - SUBSTITUTE COMPENSATION (as presented during the 5/12/20 BST meeting)  
 Code po3410.04CS  
 Status  
 Adopted November 22, 2016  
 Last Revised February 27, 2018  
 Last Reviewed May 26, 2020

**3410.04CS - SUBSTITUTE COMPENSATION**

The Board of School Trustees hereby adopts the following wage rates for substitute teachers commencing on August 10, 2020~~February 23, 2016~~.

	Substitute Permit or Certified Teacher Working as a Substitute	Substitute Permit or Regular Teaching License (after 45 days serving as an ECS substitute during each school year)	Retired Certified Teacher with Proof of Retirement
Full day	\$95.00	\$100.00	\$125.00
One-half (1/2) day	\$50.00	\$55.00	\$70.00

\*Individuals who held a license issued by the Indiana Professional Standards Board or the Division of Professional Standards of the Indiana Department of Education who were employed by Elkhart Community Schools or another district, and who retired from Elkhart Community Schools or another district, are eligible to be compensated according to the wage specified above for "Retired Certified Teacher with Proof of Retirement."

Any substitute who holds an Indiana Professional, Provisional, Emergency, or an equivalent license issued by the Division of Teacher Training and Licensing of the Department of Public Instruction and who serves as a long-term substitute teacher in the same teaching position beyond fifteen (15) consecutive school days, shall be compensated in accordance with the Career Pathway Schedule for teachers of the school corporation. Compensation shall be as follows:

Teacher License	Level on Schedule	Daily Rate
Teacher License with Bachelors Degree	BS +5	\$ <del>210.00</del> <u>216.00</u>
Teachers License with Masters Degree	MS +5	\$ <del>230.00</del> <u>235.00</u>
Teacher License/Retired from ECS	Level at time of retirement	

When a substitute is employed to substitute for a special education paraprofessional, the employee shall be paid \$95.00 for each full day of employment in that position.

When a substitute is employed as a school nurse, the employee shall be paid \$100.00 per day for each full day of employment as a substitute school nurse.

The Director of Human Resources will review this policy annually with the Board of School Trustees prior to its last regular meeting in May.

GUIDELINES FOR GOOD SCHOOL ORDERSection 1. General ResponsibilitiesA. 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. Enforcement of Student Conduct Rules

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. Definitions

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.
14. Suspension from School – Principal

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. Prohibited Conduct Which May Result in a Suspension or Expulsion:

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. Interference with School Purposes. 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. Speech/Conduct. 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. Vandalism. Causing, or attempting to cause, damage to school or private property.
- d. Theft. Stealing, or attempting to steal, school or private property, or being in possession of another person's property.



- e. Fighting or Physical Injury. 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. Bullying Behavior, Intimidation, or Harassment. Engaging in bullying behavior as defined in Board Policy 5517.01. 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. Hazing. 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. Drug involvement. 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, including cigar, cigarette, pipe, snuff, or any other matter or substance which contains tobacco or nicotine (unless prescribed by a doctor), as well as electronic, "vapor," or other substitute forms of cigarettes; 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. Student Operated Vehicles. 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. Electronic Devices. 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. Sale of drugs. 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.

- l. Insubordination. 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. Academic Dishonesty. 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. Violation of the law. 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. Violation of school rules. Violating or repeatedly violating any rules which are reasonably necessary and are validly adopted.
  - p. Refusing a Search. 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. Pyrotechnic Devices. 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 Assistant Superintendent of Student Services/designee shall have the authority to recommend expulsion to the Superintendent for this reason.

D. Student Due Process Procedures

1. Procedure for Dismissal from Class or Activity

When dismissing a student from an educational function, teachers or other school personnel shall follow this procedure:

- a. Inform the student of the reason(s) for his or her dismissal. (Students whose presence poses a danger to persons or property or an ongoing disruption of the academic process may be immediately dismissed from class without informing the student of the reasons.)
- 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.
- 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.
- d. The office should notify the teacher in the event the student has not reported to the

office in a timely manner.

- e. Complete and send a referral form to the office reporting the reason(s) for the student's dismissal.
- 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:
  - 1) a goal related to the behavior causing the dismissal,
  - 2) a strategy to address the behavior,
  - 3) consequences and rewards relevant to the behavior, and
  - 4) monitoring procedures.
- 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. Procedure for Suspensions

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. Procedure for Expulsions

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 District Counsel/Chief of Staff, 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 Assistant Superintendent of Student Services and the District Counsel/Chief of Staff. For a student with a disability, the form shall also be submitted to the Director 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, District Counsel/Chief of Staff, and 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 Assistant Superintendent of Student Services.
- g. The student or parent has the right to appeal the decision of the Superintendent to the 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 Assistant Superintendent of Student Services, and the District Counsel/Chief of Staff 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
  - 1) caused by, or had a direct and substantial relationship to the student's disability; or
  - 2) 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
  - 1) 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
  - 2) 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:
  - 1) carries a weapon to school or possesses a weapon;
  - 2) knowingly possesses or uses illegal drugs or sells or solicits the sales of a controlled substance; or
  - 3) 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.

RULES FOR STUDENT CONDUCT

In addition to adopted Board Policies and Administrative Regulations governing all students of the Elkhart Community Schools, the Elkhart Community Schools adopt the following rules governing student conduct. These rules apply to actions which occur on school property, inside or outside the school building, or on property adjacent to school property; or at any school-sponsored activity regardless of location; or when traveling to or from school or any educational activity. Disregard of these rules shall constitute grounds for suspension, expulsion, or any other reasonable form of disciplinary action. In addition to being subjected to discipline, students who use cellular phones, tablet computers, music devices, digital cameras, electronic equipment and other similar devices in a manner which is inconsistent with these rules may have those devices confiscated by the school.

1. Insubordination. Refusal to obey or follow a reasonable order or directive given by any Elkhart school staff member. Refusal to provide proper and sufficient identification upon request of any staff member. Staff members shall mean teachers, administrators, custodians, bus drivers, paraprofessionals, all other employees and officials, and authorized volunteers.
2. Failure to clearly display a school identification card when this is required by a student's school.
3. Theft of school property or property belonging to another student or staff member or being in possession of stolen property.
4. Fighting and/or committing any act which jeopardizes the health, safety, or welfare of other students, staff members, or visitors.
5. Vandalism. Damaging any property belonging to other students, staff, or to the Elkhart Community Schools.
6. Use of, display of, or participation in any form of profanity, indecency, or obscenity.
7. Conduct or use of language which reasonably threatens, intimidates, or indicates disrespect of another person.
8. Bullying Behavior: Intentional behaviors involving unwanted negative actions which may be repeated over time and involve an imbalance of power.
9. Failure to follow directions during an emergency or an emergency drill.
10. Failure to follow cafeteria procedures and rules.
11. Consuming food or drink in the building except in the cafeteria or other designated areas.
12. Use of the elevator without the specific and express permission of a staff member.
13. Leaving a class station or other assigned area without permission of a staff member.
14. Leaving school property at a time other than the end of the student's scheduled day, unless specific permission is granted by the administration, and the sign-out procedure is followed by the student.
15. Failure to comply with school attendance/tardy policies.
16. Failure to comply with study hall, detention, and/or in-school suspension regulations.
17. Failure to attend assigned detention including, but not limited to, after-school detention, lunch detention, weekend detention, etc.



18. Failure to comply with driving and parking regulations. Reckless driving is prohibited.
19. Failure to comply with bus regulations.
20. Failure to comply with the school's release time regulations.
21. Possession or use of tobacco in any form including cigar, cigarette, pipe, snuff, or any other matter or substance which contains tobacco or nicotine (unless prescribed by a doctor), as well as electronic, "vapor," or the substitute forms of cigarettes; possession, use, or under the influence of alcohol; or possession, use, under the influence, or transmission of any controlled substance or substance represented as a controlled substance, or paraphernalia for the use of such substance.
22. Violating any reasonable condition of probationary enrollment status for which proper notice has been given.
23. Using an electronic device (e.g. cellular phone, tablet computer, music device, digital camera, etc.) either in a manner which constitutes an interference with a school purpose, educational function, invasion of privacy, or act of academic dishonesty; or which is profane, indecent, or obscene.
24. Failure to comply with the building's dress code.
25. Failure to bring required materials and equipment to classes and refusal to participate in class activities.
26. Continuously and intentionally making noise or acting in any manner so as to interfere with the ability of any teacher or any other school personnel to conduct the educational function under his/her supervision.
27. Violations of the Board of School Trustees' Policy on Network and Internet Acceptable Use and Safety (7540.03) regarding appropriate use of school corporation computers and networks.
28. Knowingly possessing, handling, or transmitting a knife, gun, destructive device, or any other object which can reasonably be considered a weapon.
29. Possessing and/or using matches, cigarette lighters, or any pyrotechnic device, including firecrackers, on school grounds without authorization from school officials.

## GUIDELINES FOR SECONDARY SCHOOL ATHLETICS

### A. PURPOSE AND PHILOSOPHY

#### 1. Purpose

- a) To encourage students involved in athletic activities to develop a wholesome and healthful lifestyle.
- b) To foster self-discipline.
- c) To communicate rules and regulations in a clear concise manner.
- d) To publish and distribute the rules and regulations so they are readily available to students, parents and staff.
- e) To provide coaches with guidelines so rule enforcement is done fairly and equally throughout the school district.

#### 2. Philosophy

Interscholastic athletics are an integral part of the school system's educational programs and offers students a means to help develop self-discipline, accept responsibility, and make decisions to prepare for the adult world. Athletics will also help students to develop a social conscience as well as intellectual faculties. We believe learning is a never-ending process and athletic involvement helps to develop a positive set of values to guide young people through life.

### B. RESPONSIBILITIES

Involvement and association with athletics is a privilege. This privilege is extended to all students, provided they are willing to assume certain responsibilities.

A student must be willing to make necessary sacrifices in order to be a credit to himself/herself. This can be done by

1. achieving academically by first being a good student;
2. exhibiting high standards of social behavior;
3. displaying positive sportsmanship;
4. respecting other athletes, cheerleaders, officials, spectators, and those in authority;
5. being cooperative;
6. maintaining a good appearance including cleanliness and good grooming;
7. using language which reflects well on self, family, and school;
8. being a positive leader by example, words, and/or actions; and
9. complying with the rules to be in good standing.

### C. ELIGIBILITY

1. All secondary students participating in athletics must have a completed, school approved, athletic physical examination form on file before practicing and must be in good standing with the school.
2. Students and their parent(s)/guardian(s) must have reviewed and completed the following items: material on concussions/cardiac arrest, insurance release form (for non-IHSAA sanctioned sports), guidelines agreement, and drug waiver which are provided to

each student. Students are not allowed to participate in athletics until these forms are submitted.

3. High school students must have earned passing grades in seventy (70%) percent or more full-credit semester subjects during the previous grading period and must be currently enrolled in seventy (70%) percent or more full credit subjects.
4. Middle school students must be passing six or more classes at grade check time.

D. GENERAL RULES

The principal shall enforce all rules and regulations as described in "Guidelines for Good School Order" and "School Rules for Student Conduct." The rules stated herein are in additions to the aforementioned rules.

All rules regarding behavior and/or training as outlined in IHSAA regulations apply.

The use of alcohol, tobacco, vaping products, and certain other drugs are regarded as detrimental to good health and are illegal; therefore, all participants are expected to establish habits which would extend throughout the year (12 months), including in-season during school, out of season during school, and summer.

The following general rules for participants have been established:

1. A participant shall not violate local and state laws, IHSAA regulations, nor the Elkhart Community Schools' "Guidelines for Good School Order," "School Rules for Student Conduct," the "Guidelines for Secondary School Athletics," and the "Substance Abuse Testing Program for High School Student Athletic Participants and Student Drivers."
2. A participant must attend at least one-half day of school on the day in which they participate in competition, performance, or practice unless excused by the principal or designee.
3. A participant shall not engage 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.
4. A participant shall not possess or use tobacco or vaping products.
5. A participant shall not consume or be in possession of alcoholic beverages (except at religious services and then only when no school-related activity follows later that day).
6. A participant shall not knowingly misuse or distribute any prescription drug or knowingly possess, use, distribute, or be under the influence of any Controlled Substance, including, but not limited to, any anabolic steroid, hallucinogenic, narcotic, depressant, stimulant, and any pure or adulterated form of marijuana, opium, or cocaine. Nor shall any participant possess, use, or distribute paraphernalia for use of such substances. Use of a substance as prescribed by a licensed practitioner shall not constitute a violation of this rule.
7. A participant shall not be present at a place where alcohol is being illegally consumed or possessed or where a Controlled Substance (see D-6) is being illegally possessed, used, misused, or distributed.
- 7.8. A participant shall not engage in the use of Social Media in an inappropriate manner which might have a disruptive impact on the morale and success of a team. Inappropriate use of

technology can lead to disruptions in the classroom learning environment, school cohesiveness/morale, and may constitute harassment or bullying. Inappropriate use of Social Media which could lead to athletic discipline and possible suspension or removal from participation includes but is not be limited to: sexually explicit, profane, lewd, indecent, or defamatory language; the use of derogatory language regarding school personnel or other students; comments designed to harass or bully students/school personnel; and nude/sexually-oriented/indecent photos/images or altered pictures/videos. The use of the District's computers to view inappropriate off-campus postings is prohibited. The use of student/athlete personal or non-school devices on school property is prohibited. The re-communication of inappropriate content on District property is prohibited.

#### E. PROCEDURE FOR ALLEGED VIOLATIONS

Any alleged violation of the above general rules shall be reported first to the principal, designee, or athletic director, and then is to be followed by an investigation by the (in-season) coach, athletic director, and principal. If the student is found to be in violation of the rules, the following disciplines will result:

1. When information regarding an alleged violation of criminal law comes to the attention of the school, or following an arrest of any student participant, an investigation will be made by the coach, athletic director, and/or principal. A student may be excluded from participation pending the school's investigation. Discipline will be determined by the results of the school's investigation.
2. Any student participant who is convicted of a felony or is adjudicated for an equivalent offense shall be excluded from participation for one full year (12 months) following the date the offense was adjudicated or the date the school discipline associated with the violation was begun, whichever occurs first. Conviction/adjudication of a misdemeanor (other than a drug substance offense) or admission to any criminal act shall be subject to discipline by the coach, athletic director, and/or principal.
3. Participants in violation of other rules and regulations not governed by the Guidelines for Secondary School Athletics will be governed by decisions of their respective coach, athletic director and/or principal.
4. Other than situations covered in E-2, on the first offense in violation of Section D-4, 5, 6, or 7, the student will be excluded from contest participation for a minimum of 1/3 of the contests (include one IHSAA tournament contest) for the present or next sport. If an exclusion period includes a fraction of an athletic contest and that fraction is .5 or higher, the athlete will not be allowed to participate in any part of that contest. If the fraction is lower than .5, then the athlete will be allowed to participate in the entire contest. If the violation occurs in the last 1/3 of the sport season, the athlete will not be considered in good standing and therefore will forfeit all awards for that sport season, which ends following the last contest or awards program, whichever comes later. If the violation occurs at a time other than during the last 1/3 of the season, and the athlete qualifies for any awards, the awards may be given subject to the approval of the head coach and the athletic director.

When a student self reports within one (1) school day of the violation, the athlete will be removed from practice until the penalty for the violation has been imposed. When it is determined the student has been truthful about the violation from the beginning of the

investigation, the penalty for exclusion from participation will be reduced by 50%.

A review of relevant factors, including an addictions assessment, may be held by the coach, athletic director, parent(s), and principal. Following the meeting a decision regarding return to participation will be made by school personnel.

5. Students using, misusing, and/or abusing drugs are encouraged to participate in an addictions assessment program and any follow-up therapy recommended. Voluntary participation in addictions assessment/drug treatment, not in connection with any known violation of these guidelines, will not be cause for exclusion from participation.
6. When there have been two or more offenses at the middle school or at the high school, in violation of Section D-4, 5, 6, or 7, the athlete will be excluded from all athletic participation for one full year (12 months).

F. APPEAL PROCEDURE

Any excluded participant may appeal a decision of exclusion. Appeals will be reviewed by the superintendent or designee. Parent(s) of the student or the student must notify the superintendent, in writing, of the desire for a conference within five (5) school days of the decision to exclude.

| ~~February 11, 2020~~ May 26, 2020

**RESOLUTION OF THE ELKHART COMMUNITY SCHOOLS  
BOARD OF SCHOOL TRUSTEES**

**WHEREAS**, the Governor of the State of Indiana has declared a public health emergency for the State of Indiana; and

**WHEREAS**, pursuant to Executive Order 20-08, the Governor has ordered individuals to stay at home; and

**WHEREAS**, the Governor has determined educational institutions, including public k-12 schools facilitating distance learning (eLearning), are performing essential functions; and

**WHEREAS**, the Governor, pursuant to Executive Order 20-16, ordered all K-12 Schools to provide instruction by remote learning for the remainder of the 2019-2020 school year; and

**WHEREAS**, employees of Elkhart Community Schools who are eligible, pursuant to policies adopted by the Board of School Trustees, for vacation under such policies are authorized to carry over vacation from calendar year 2019 for a period of six months; and

**WHEREAS**, the Board of School Trustees has determined it is in the best interest of said employees to authorize the carryover of calendar year 2019 vacation days through and including December 31, 2020.

**WHEREAS**, the Board of School Trustees has determined it is in the best interest of said employees to waive the requirements set forth in its bylaws requiring two readings of a board resolution prior to adoption.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS**

The provisions of Board Policies governing the carryover of unused vacation days from the prior calendar year should be amended for the remainder of the 2020 calendar year so employees with unused vacation days from the 2019 calendar year may have until December 31, 2020 to exhaust any unused vacation days.

PASSED AND ADOPTED this 26<sup>th</sup> day of May, 2020

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President, Kellie Mullins

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Vice President, Carolyn Morris

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Secretary, Roscoe Enfield, Jr.

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Member, Babette Boling

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Member, Susan Daiber

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Member, Rodney Dale

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Member, Douglas Weaver

ATTEST:

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Secretary, Roscoe Enfield, Jr.


MEMORANDUM OF UNDERSTANDING  
(Vacation Carryover)

This Memorandum of Understanding ("Memorandum") between the Elkhart Community Schools ("ECS") and the Local #2925 of the American Federation of State, County and Municipal Employees ("AFSCME") is made on the 14<sup>TH</sup> day of May, 2020.

1. AFSCME is the exclusive representative for certain employees of ECS.
2. AFSCME and ECS have entered into a Master Contract ("Contract") governing certain terms and conditions for the employment of these employees.
3. The Contract provides in Article 15-B authority for employees in the bargaining unit to carryover unused vacation from the prior calendar year for a period of one hundred twenty (120) days for use during the current calendar year.
4. As a result of the COVID-19 Pandemic, AFSCME and ECS recognize bargaining unit employees may not have had the ability to utilize such days as these employees were deemed by ECS to be essential employees.
5. AFSME and ECS have agreed bargaining unit employees provisions of Article 15-B should be amended for the current calendar year to allow bargaining unit employees to carryover 2019 vacation days for use through and including the date of December 31, 2020.
6. All other terms of the Contract shall remain in effect.

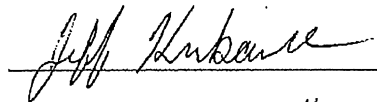
ELKHART COMMUNITY SCHOOLS

BY:

  
District Council/Chief of Staff

AFSCME Local #2925

BY:

  
PRESIDENT LOCAL #2925

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

cc: Building Services, Classified Payroll, AFSCME Local #2925



Indiana Bond Bank's 2020 Midyear Funding Program

**RESOLUTION**

A RESOLUTION authorizing Elkhart Community Schools, to make temporary loans to meet current running expenses for the use of the Debt Service Fund and the Pension Debt Service Fund of the Issuer, in anticipation of and not in excess of current taxes levied in the year 2019, and collectable in the year 2020; authorizing the issuance of temporary loan tax anticipation warrants to evidence such loans and the sale of such warrants to the Indiana Bond Bank; and appropriating and pledging the taxes to be received in such funds to the punctual payment of such warrants including the interest thereon.

WHEREAS, the Board of School Trustees (the "Fiscal Body") of Elkhart Community Schools (the "Issuer") has determined that there will be an insufficient amount of money in the Debt Service Fund and the Pension Debt Service Fund of the Issuer (the "Fund(s)") to meet the current running expenses of the Issuer payable from such Funds during the fiscal year ending on the last business day of December 2020, and prior to the respective June 2020 (that is, the first) and December 2020 (that is, the second and final) settlements and distribution of taxes levied for such Funds; and

WHEREAS, the Fiscal Body now finds that an emergency exists for the borrowing of money to pay current running expenses and that temporary loans for the Funds for such purposes should be made and that temporary loan tax anticipation warrants evidencing such loans should be issued and sold, subject to the terms and conditions set forth herein and in accordance with the provisions of Indiana law; and

WHEREAS, the Fiscal Body has determined to participate in the 2020 Midyear Funding Program (the "Program") established by the Indiana Bond Bank (the "Bond Bank") whereby the Bond Bank will purchase the temporary loan tax anticipation warrants and/or temporary interim warrants of the Issuer; and

WHEREAS, the levy proposed for collection for the Funds in 2020 is estimated to produce in the aggregate, with respect to such Funds, an amount equal to or in excess of the principal of and interest on the temporary loans for such Funds; and

WHEREAS, a necessity exists for the making of temporary loans evidenced by temporary loan tax anticipation warrants for the Funds in anticipation of the receipt of current revenues for such Funds levied for the year 2019 and in the course of collection in 2020, and the Fiscal Body desires to authorize the making of temporary loans to procure the amounts necessary, in combination with other available amounts, to meet such current running expenses for such Funds and to pay necessary costs incurred in connection with the issuance and sale of temporary loan tax anticipation warrants to evidence such temporary loans; and

WHEREAS, unless otherwise disclosed in writing to the Bond Bank, the Issuer has not previously issued temporary loan tax anticipation warrants payable from 2020 tax revenues with respect to the Funds; and

WHEREAS, the Fiscal Body seeks to authorize the issuance of such temporary loan tax anticipation warrants and/or temporary interim warrants with respect to the Funds and the sale of such warrants to the Bond Bank pursuant to the provisions of Indiana Code 5-1.5, subject to and dependent upon the terms and conditions hereinafter set forth.

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

Section 1. It is hereby found and declared that an emergency exists for the borrowing of money and therefore the Issuer is hereby authorized to make temporary loans to meet current running expenses for the use and benefit of each of the Funds of the Issuer in anticipation of estimated current tax revenues levied for the year 2019 and in the course of collection for such Funds in 2020, which loans shall be evidenced by temporary loan tax anticipation warrants of the Issuer (the "Warrant(s)") issued pursuant to the provisions of Indiana Code 20-48-1-9 as in effect on the date of their respective issuance. A separate Warrant or Warrants shall be issued for each Fund and each maturity date and all Warrants shall be dated as of the date of delivery thereof to the Bond Bank. A separate Warrant or Warrants shall be issued for temporary loan tax anticipation borrowings in anticipation of estimated current tax revenues levied for the year 2019 and in the course of collection for such Funds in 2020. Subject to the provisions of Indiana Code 20-48-1-9 as in effect on the date of their respective issuance, the Issuer is authorized to issue Warrants maturing and payable on or before December 31, 2020, in aggregate amounts not to exceed the following for the respective identified Funds (and in each case, such is reduced by the principal amount of any warrant(s) now outstanding for each of the respective identified funds):

Debt Service [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2019 and in the course of collection in 2020]: \$8,181,097; and

Pension Debt Service [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2019 and in the course of collection in 2020]: \$2,939,615.

The Warrants shall bear interest prior to maturity at a rate or rates per annum not to exceed a maximum of four and one-half percent (4.5%). The exact rate or rates are to be determined under the terms of a warrant purchase agreement between the Bond Bank and the Issuer to be entered into prior to the sale of the Warrants to the Bond Bank (together with any supplements thereto, referred to as the "Warrant Purchase Agreement"), in accordance with the provisions of Indiana Code 5-1.5. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Notwithstanding any provision in this Resolution (or in the Warrant Purchase Agreement available to the Issuer as of the date of the adoption of this Resolution and incorporated by reference into this Resolution), conforming changes may be made by the Issuer's officers to the form of any Warrant and the Warrant Purchase Agreement prior to the issuance of Warrants to

provide the due date of the Warrants, which may be June 30, 2020, December 31, 2020, or a date fixed by reference to the Issuer's receipt of its settlement of the funds in anticipation of which any Warrant is issued, or any combination thereof.

The Issuer is authorized to make payments of principal and interest on the Warrants by paying the amount due from funds that are available for immediate transfer or investment on or before 12:00 noon (Indianapolis time) on the due date to U.S. Bank National Association (or if U.S. Bank National Association is not selected or determined by the Bond Bank at the time of issuance of the Indiana Bond Bank Midyear Funding Program Notes, Series 2020, to serve as the Trustee, then to such other corporate trustee as may be specified as the Trustee in the Note Indenture), the Bond Bank's Trustee (the "Trustee") under the Note Indenture. Subject to Section 11 hereof, the Warrants may not be prepaid prior to the Due Date (as defined in the Warrant Purchase Agreement and in each Warrant) without the express written consent of the Bond Bank. In the event that the principal of and interest on the Warrants are not paid in full on the Due Date, the total amount due and owing on such Due Date (equal to the unpaid principal and accrued interest thereon to such Due Date) shall thereafter bear interest at the per annum rate equal to the Reinvestment Rate (as defined in the Warrant Purchase Agreement) until paid. In addition, the Issuer shall be responsible for payment to the Bond Bank of its allocable portion of all fees and expenses attributable to a request for payment under the Credit Facility Agreement (as defined in the Warrant Purchase Agreement) resulting from a failure by the Issuer to pay in full the principal of and interest on the Warrants on their Due Date.

With the force and effect provided for in Indiana Code 5-1-5-9 and -10, the Qualified Entity (as defined in the Warrant Purchase Agreement) hereby irrevocably pledges and appropriates the proceeds of the Warrants, or other legally available monies as are required to provide for the payment of all outstanding warrants (including interest thereon) (including any temporary interim warrants issued pursuant to this Resolution) with any maturity date on or before December 31, 2020, related to any Fund against which a Warrant is issued pursuant to this Resolution, and covenants to so apply the proceeds thereof, on and as of the date of issuance of the Warrants, to their payment unless the Bond Bank has consented in writing to such warrants remaining outstanding after the issuance of the Warrants. Only with the written consent of the Bond Bank may the Qualified Entity (as defined in the Warrant Purchase Agreement) hereafter issue warrants on a parity with those Warrants to be issued pursuant to this Resolution.

Section 2. With respect to each Fund and each maturity, the officers of the Issuer are authorized to deliver a principal amount of the Warrants up to or less than the maximum amount established for any such Fund and maturity date in Section 1 hereof in order to comply with all applicable laws and any requirements of the Bond Bank. The Warrants will be delivered on or about September 9, 2020, or otherwise as appropriate and in accordance with the terms of the Warrant Purchase Agreement.

In the event the Issuer anticipates incurring cash flow deficits prior to the issuance and sale of the Warrants to the Bond Bank, the Issuer is hereby authorized to issue and sell temporary interim warrants to the Bond Bank. The issuance and sale of the temporary interim warrants shall be on substantially the same terms as the issuance and sale of the Warrants to the Bond Bank, all as set forth in the Warrant Purchase Agreement. In the event that temporary interim warrants are

issued, all or a portion of the proceeds of the Warrants may be used to repay the temporary interim warrants. Provisions of this Resolution relating to the issuance of Warrants shall also relate to the issuance of temporary interim warrants to the extent applicable. The aggregate amount of any such temporary interim warrants shall not count against the amount limitation recited in Section 1 hereof and applicable to the Warrants. In the event that the Issuer anticipates incurring cash flow deficits after the issuance and sale of the Warrants to the Bond Bank, the Issuer is hereby authorized to issue and sell additional warrants to the Bond Bank as appropriate and in accordance with the terms of the Warrant Purchase Agreement (as supplemented from time to time) and consistent with the two (2) preceding sentences.

Section 3. The principal of and interest on the Warrants shall be payable from tax revenues to be received in the respective Fund upon which such Warrant is issued. Interest on the Warrants may also be payable from amounts, if any, available for that purpose in the Debt Service Fund. There is hereby appropriated and pledged to the payment of the Warrants issued with respect to each Fund, including interest and all necessary costs incurred in connection with the issuance and sale of the Warrants, a sufficient amount of the taxes, levied for 2019, and payable in 2020, for such Fund in anticipation of which the Warrants are issued, for the punctual payment of the principal of and interest on the Warrants evidencing such temporary loans, together with such issuance costs, if any, provided that, the Issuer reserves the right to pay interest on any Warrant from amounts, if any, available for that purpose in the Debt Service Fund. The principal amount of all Warrants maturing on any date shall be based on the 2020 annual budget levy for the Fund as estimated or certified by the Indiana Department of Local Government Finance in anticipation of which the Warrants are issued. For purposes of this Resolution, fifty percent (50%) of the annual budget levy shall be deemed to equal the amount of taxes estimated by the County Auditor to be collected for and distributed to such Fund at each of the June 2020 (that is, the first) and December 2020 (that is, the second and final) settlement and distribution of such revenues.

Section 4. The Warrants issued hereunder with respect to the Funds shall be executed in the name of the Issuer by the manual or facsimile signature of the President of the Board of School Trustees, and attested by the Secretary of the Board of School Trustees, or such other officers of the Issuer as may be permitted by law, provided at least one (1) of such signatures is manually affixed. In case any officer whose signature or facsimile signature appears on the Warrants shall cease to be such officer before the delivery of the Warrants, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. All Warrants shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee.

Section 5. The Warrants with respect to each Fund shall be issued in substantially the following form (with all blanks, changes, additions and deletions, including the appropriate amounts, dates and other information to be properly completed prior to the execution and delivery thereof, with bracketed language set out below recognized to be alternative language depending upon any circumstances that vary due the applicable maturity, fund, or other similar facts, all as conclusively evidenced by the signatures of the officers of the Issuer affixed thereon):

[Form of Warrant]

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF ELKHART

ELKHART COMMUNITY SCHOOLS  
TEMPORARY LOAN TAX ANTICIPATION WARRANT

Warrant Fund: \_\_\_\_\_ Fund  
 Dated Date: \_\_\_\_\_, 2020  
 Due Date: [First Settlement Payment Due Date (as defined in the below referenced Agreement)][December 31, 2020]  
 Principal Sum: \$ \_\_\_\_\_  
 Interest Rate: Initially \_\_ percent per annum, subject to Reset (as defined below)

FOR VALUE RECEIVED, on the Due Date set forth above (the “Due Date”), Elkhart Community Schools (the “Issuer”), shall pay to the Indiana Bond Bank (the “Bond Bank”) the Principal Sum set forth above pursuant to a certain Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of June 1, 2020 (the “Agreement”). [This Warrant is issued in anticipation of the First Semi-Annual Settlement (as defined in the Agreement).]

In addition, the Issuer on the Due Date hereof shall pay to the Bond Bank interest at the initial per annum interest rate of \_\_\_\_%, which initial rate may be reset on September 9, 2020 by the Bond Bank in accordance with Section 3.2 of the Agreement (the “Reset”), with such interest to be computed on the basis of a 360-day year comprised of twelve 30-day months. In the event that the principal of and interest on this Warrant are not paid in full to the Bond Bank at the principal corporate trust office of the Trustee (as defined in the Agreement) in immediately available funds on or before 12:00 noon (Indianapolis time) on the Due Date, the total amount due and owing on the Due Date (the principal and accrued interest to the Due Date) shall thereafter bear interest at the per annum rate equal to the Reinvestment Rate (as defined in the Agreement) until paid. In addition, the Issuer shall pay to the Bond Bank its allocable portion of all fees and expenses attributable to a request for payment under the Credit Facility Agreement (as defined in the Agreement) resulting from a failure by the Issuer to pay in full the principal of and interest on this Warrant on the Due Date.

All payments of principal and interest to be made by the Issuer to the Bond Bank shall be made by paying the amount due in funds that are available for immediate transfer or investment on or before 12:00 noon (Indianapolis time) on the Due Date to the Trustee in Indianapolis, Indiana (or to such other place of payment as may be specified in notice given by the Trustee or Bond Bank). This Warrant may not be prepaid prior to the Due Date except as permitted by the Agreement.

This Warrant evidences a temporary loan to provide funds to meet current expenses of the Warrant Fund set forth above (the “Fund”) and has been authorized by a resolution passed and

adopted by the Board of School Trustees of Elkhart Community Schools, in accordance with Indiana Code 20-48-1-9 and all other acts amendatory thereof or supplemental thereto.

This Warrant is issued in anticipation of the tax levy which has been made for the Fund in the year 2019, which tax levy is now in the course of collection (the "Warrant"). There has been irrevocably appropriated and pledged to the payment in full of the principal of and interest on this Warrant a sufficient amount of the revenues to be derived from the Fund tax levy; provided, that the Issuer reserves the right to pay interest on this Warrant from funds available for that purpose from the Debt Service Fund of the Issuer. The principal amount of all Warrants maturing on the Due Date and payable from the Fund does not exceed forty percent (40%) of the 2020 annual budget levy for the Fund as estimated or certified by the Indiana Department of Local Government Finance.

This Warrant is subject to prepayment by the Issuer in accordance with the terms of the Agreement.

It is further hereby certified, recited, and declared that all acts, conditions, and things required by law precedent to the issuance and execution of this Warrant have been properly done, have happened, and have been performed in the manner required by the constitution and statutes of the State of Indiana relating thereto; that the Fund tax levy and the Debt Service Fund tax levy, respectively, from which (together with other amounts in the Fund and the Debt Service Fund, respectively) this Warrant is payable, are each valid and legal levies; and that the Issuer will reserve a sufficient amount of the proceeds of the Fund tax levy and the Debt Service Fund tax levy, respectively, currently in the course of collection for the timely payment of the principal of and interest on this Warrant in accordance with its terms.

IN WITNESS WHEREOF, Elkhart Community Schools, has caused this Warrant to be executed in its corporate name by the President of the Board of School Trustees, and attested by the Secretary of the Board of School Trustees, all as of the Dated Date set forth above.

ELKHART COMMUNITY SCHOOLS

By: \_\_\_\_\_  
President, Board of School Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of School Trustees

[End of Form of Warrant]

Section 6. The fiscal officer of the Issuer (the "Fiscal Officer") is hereby authorized and directed to have the Warrants prepared, and each of the executive officers of the Issuer, or such other officers as may be permitted by law, are hereby authorized and directed to execute the

Warrants in the manner and substantially the form provided in this Resolution, as conclusively evidenced by their execution thereof.

Section 7. The Fiscal Officer, on behalf of the Issuer, is authorized to sell to the Bond Bank the Warrants. The Warrant Purchase Agreement shall set forth the definitive terms and conditions for such sale. Warrants sold to the Bond Bank shall be accompanied by all documentation required by the Bond Bank pursuant to the provisions of Indiana Code 5-1.5 and the Warrant Purchase Agreement, including without limitation, an approving opinion of Bose McKinney & Evans LLP, specially designated qualified obligation bond counsel for the Warrants under the terms set forth in such firm's letter to the Issuer; certification and guarantee of signatures (or if permitted by the Bond Bank, such other evidence of the authenticity of signatures); and certification as to no litigation pending as of the date of delivery of the Warrants to the Bond Bank challenging the validity or issuance of the Warrants. The entry by the Issuer into the Warrant Purchase Agreement and the execution of the Warrant Purchase Agreement, on behalf of the Issuer by any of the executive officers of the Issuer, or such other officers as may be permitted by law, in accordance with this Resolution, are hereby authorized and approved. In case any officer whose signature or facsimile signature appears on the Warrant Purchase Agreement shall cease to be such officer before the delivery of the Warrants, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 8. The proper officers of the Issuer are hereby authorized to deliver the Warrants to the Bond Bank, upon receipt from the Bond Bank of the payment or otherwise as appropriate and in accordance with the terms of the Warrant Purchase Agreement.

Section 9. Each of the executive officers of the Issuer (including, without limitation, any Authorized Official as defined in the Warrant Purchase Agreement), or such other officers as may be permitted by law, are hereby authorized and directed to make such filings and requests, deliver such certifications, execute and deliver such documents and instruments, and otherwise take such actions as are necessary or appropriate to carry out the terms and conditions of this Resolution and the actions authorized hereby and thereby. In case any officer whose signature or facsimile signature appears on any documents or certificates executed pursuant to this Section 9 shall cease to be such officer before the delivery of the Warrants, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 10. The Issuer hereby covenants that the Issuer and its officers shall not take any action or fail to take any action with respect to the proceeds of any of the Warrants or any investment earnings thereon which would result in constituting any of the Warrants as "arbitrage bonds" under the Internal Revenue Code of 1986, as amended, and any and all final or proposed regulations or rulings applicable thereto, or which would otherwise cause the interest on any of the Warrants to cease to be excludable from gross income for purposes of federal income taxation; and the Fiscal Officer and all other appropriate officers are hereby authorized and directed to take any and all actions and to make and deliver any and all reports, filings, and certifications as may be necessary or appropriate to evidence, establish, or ensure such continuing exclusion of the interest on the Warrants.

Section 11. Notwithstanding any other provision of this Resolution to the contrary, the Issuer may prepay all or a portion of the principal of and interest on the Warrants in the manner and at the times set forth in the Warrants and Section 3.6 of the Warrant Purchase Agreement. Notwithstanding any other provision of this Resolution or any Warrant, in the event any determination has been made by any court of proper jurisdiction whereby a finding or ruling is made to the effect that, absent application of this provision, the aggregate amount of any Warrant (whether as to its principal or interest amounts or both) exceeds the maximum amount that is permitted by law to be issued and outstanding for the maturity date stated therein (such excess over any such limitation referred to as the “Excess Amount”) and such would otherwise cause a Warrant to be invalid, then the form of the Warrant that was issued shall be deemed to be modified from that stated on its face in such a manner to first deem the Excess Amount to be a separate additional Warrant identical in terms to the original except that it shall have as its “due date” June 30, 2020, or a date fixed by reference to the Issuer’s receipt of its settlement of the funds in anticipation of which any Warrant is issued, or any combination thereof, and its “principal sum” an amount equal to the maximum remaining permitted amount for all warrants with such a due date (a “Replacement Warrant”), provided, however, if an Excess Amount exceeds the principal amount of such a Replacement Warrant, such remaining balance should be treated as a fee charged by the Bond Bank pursuant to Section 5.10 of its Warrant Purchase Agreement with the Qualified Entity and not treated as part of the principal sum of any Warrant or Replacement Warrant.

Section 12. This Resolution shall be in full force and effect from and after the time it has been adopted by the Fiscal Body. All resolutions and ordinances in conflict herewith are, to the extent of such conflict, hereby repealed. For the benefit of the Bond Bank, the Fiscal Body hereby finds and determines that the adoption of this Resolution is intended to be, and for all purposes shall be deemed to be, a resolution authorizing the sale of obligations within the meaning of Indiana Code 5-1-14-13, and accordingly no action to contest the validity of any Warrants authorized herein, and hereafter issued, may be brought more than fifteen (15) days after the date set forth below.

[Remainder of page left intentionally blank]



ADOPTED AND APPROVED BY the Board of School Trustees of Elkhart Community Schools, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Presiding Officer  
Board of School Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of School Trustees

# Medical Plan Experience

April 2020

	<u>Cur Mo</u>	<u>Cur Mo</u>	<u>Pr Yr</u>	<u>Chg</u>	<u>YTD Cur</u>	<u>YTD Pr</u>	<u>Chg</u>
UMR Medical	\$ 770,215	\$ 559,172	\$ 211,043	\$ 2,005,260	\$ 2,413,476	\$ (408,216)	
UMR Rx	\$ 205,377	\$ 134,213	\$ 71,164	\$ 579,552	\$ 436,355	\$ 143,197	
Rx Rebate	\$ -	\$ -	\$ -	\$ (125,969)	\$ (92,444)	\$ (33,525)	
Less Amt Above Stop Loss	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Claim Cost Total	\$ 975,592	\$ 693,385	\$ 282,207	\$ 2,458,843	\$ 2,757,387	\$ (298,544)	
Expected Claim Cost	\$ 869,408	\$ 900,716	\$ (31,308)	\$ 3,467,176	\$ 3,609,875	\$ (142,699)	
Claims vs. Expected	\$ 106,184	\$ (207,331)	\$ (1,008,333)	\$ (1,008,333)	\$ (852,488)		
Non Claim Costs (administration, clinic, pharmacy, stop-loss)	\$ 190,040	\$ 213,486	\$ (23,446)	\$ 789,157	\$ 861,707	\$ (72,550)	
Total Cost (Claim + Non-claim)	\$ 1,165,632	\$ 906,871	\$ 3,248,000	\$ 3,248,000	\$ 3,619,094		
Enrollment	1,038	1,028	\$ 4,137	\$ 4,120			
Cost Per Employee Per Month (PEPM)	\$ 1,122.96	\$ 882.17	\$ 785.11	\$ 878.42	\$ 878.42	-10.6%	
Paid Claims Per Employee	\$	\$ 594.35	\$ 669.27			-11.2%	

ACCOUNT BALANCES/INVESTMENT DETAIL  
April 2020

PETTY CASH \$ 500.00

GENERAL ACCOUNTS:

Lake City Bank – Deposit Account	21,449,449.89
Lake City Bank – Accounts Payable	(1,031,145.65)
Lake City Bank – Merchant Account	-
Teachers Credit Union	2,952,250.75
BMO Harris Bank (UMR insurance)	407,420.00

SCHOOL LUNCH ACCOUNTS:

Lake City Bank – Prepaid Lunch	142,561.78
Change Fund	2,010.00

TEXTBOOK RENTAL ACCOUNTS:

Chase Bank	2,503,447.54
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PAYROLL ACCOUNTS:

Lake City Bank – Payroll Account	(13,092.23)
Lake City Bank – Flex Account	77,997.33

INVESTMENTS:

Certificate of Deposit	-
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**\$ 26,491,399.41**

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

# **2020 Elementary Music Curriculum Resource Adoption Proposal**

**Board of School Trustees**

**Instructional Leadership**  
**May 2020**

# **ELKHART COMMUNITY SCHOOLS**

**Elkhart, Indiana**

**May, 2020**

## **MUSIC RESOURCE ADOPTION COMMITTEE MEMBERS GRADES K-6**

Kyle Weirich, Coordinator of K-12 Music  
Kimberly Johnson, Music Teacher, Beardsley  
Mark Osterhout, Music Teacher, Bristol  
Robin Todorovich, Music Teacher, Cleveland  
Christopher Harmon, Music Teacher, Daly  
Anne Buckwalter, Music Teacher, Eastwood  
Kim Garner, Music Teacher, Feeser  
Julia Johnson, Music Teacher, Hawthorne  
Richlyn Bigham, Music Teacher, Monger  
Rebecca Smeltzer, Music Teacher, Osolo  
Carrie Shank, Music Teacher, Pinewood  
Jeanette Sagarsee, Music Teacher, Riverview  
Christina Beyer, Music Teacher, Roosevelt  
Suzanne Shaffer, Music Teacher, Roosevelt  
Harold Walt, Music Teacher, Roosevelt  
Juan Carlos Alarcon, Music Teacher, Roosevelt  
Lynn Borener, Music Teacher, Woodland

**ELKHART COMMUNITY SCHOOLS**  
Elkhart, Indiana

**RECOMMENDATION**

After thoughtful, collaborative, and comprehensive review of all materials presented and careful examination and discussion, the ECS Elementary Music Resource Adoption Committee recommends McGraw-Hill as the vendor for materials listed in the attached proposal. The committee also recommends the continuation of the Music K-8 subscription from Plank Road Publishing.

**ELKHART COMMUNITY SCHOOLS**  
Elkhart, Indiana

## **CURRICULUM ADOPTION PROCESS**

- The elementary music teachers developed the [K-6 Music Curriculum](#) for Elkhart Community Schools in 2018-2019, based upon the new [Indiana Academic Standards for Music](#).
- The committee spent the fall and winter of 2020-2021 considering curriculum resources from McGraw-Hill and Silver Burdett (Pearson) through samples and online content.
- The committee participated in webinars from McGraw-Hill and Silver Burdett in early April.
- The following positives were noted from McGraw-Hill:
  - The curricular content is based on the [National Core Arts Standards](#). The [Indiana Academic Standards for Music](#) are based upon the National Core Arts Standards.
  - The curricular content is “spiraled” from one grade level to the next. In other words, each musical concept is presented throughout the year, and built upon year after year.
  - Music selections are varied, rich and of high quality.
  - A clear and well-developed cross curricular alignment is present.
  - A clear and well-developed world culture alignment and would easily incorporate with WIDA.
  - The content can be pushed out over multiple platforms such as Seesaw.
  - Virtual instruments that can be played by students on their devices.
  - Teachers and students can manipulate content and interact on a smart board or a device.
  - Teachers are provided with a rich and editable instructor manual.
  - Lesson content can be cut and pasted to fit the district lesson plan template
  - Interactive whiteboard lessons are included.
  - A musical selection option “Broadway for Kids” is available for each grade level.
  - Content from the popular syndicated musical performance program “From the Top” are available for students
  - Access to a wide range of Hal Lenard Music Publisher content is available.
  - A hard-cover song book is available as a supplement for grades 2-6.

[Adoption Financial Proposal linked here](#)