

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

April 13, 2021

CALENDAR

Apr	13	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Apr	13	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Apr	13	immediately following	Executive Session, J.C. Rice Educational Services Center
Apr	27	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Apr	27	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
May	11	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
May	11	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

- A. CALL TO ORDER
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. CONSENT ITEMS:
 - Minutes – March 23, 2021 – Public Work Session
 - Minutes – March 23, 2021 – Regular Board Meeting
 - Claims
 - Gift Acceptance
 - Fundraisers
 - Extra-Curricular Purchase Request
 - Overnight Trip Requests
 - Conference Leave Requests
 - Personnel Report
- E. OLD BUSINESS

2021-2022 School Calendar – The administration presents the 2021-2022 School Calendar, as initially presented at the March 23rd regular meeting.

Board Policy 2260.02 – Language Assistance Program – The administration presents proposed new Board Policy 2260.02 – Language Assistance Program, as initially presented at the March 23rd regular meeting.

F. NEW BUSINESS

Board Policy 3422.01S - Food Service Employees' Compensation Plan - The administration presents proposed revisions and asks to waive 2nd reading of Board Policy 3422.01S – Food Service Employees' Compensation Plan.

Board Policy 3422.08S – Paraprofessionals' Compensation Plan – The administration presents proposed revisions and asks to waive 2nd reading of Board Policy 3422.08S - Paraprofessionals' Compensation Plan.

Resolution – The administration presents a Resolution re Proposed Referendum Tax Levy Allocation.

Resolution Confirming Execution of the Amendment to Lease and Matters Related thereto 2021 High School Campus Facility Improvement Project.

Resolution for Approving Additional Appropriations for 2021 High School Campus Facility Improvement Project.

Recommendation and Award a Contract for the Master Campus Plan Project – The Business Offices recommends Board approval of the bid award for Master Campus Plan Project.

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

March 23, 2021

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 6:00 p.m.

Place/Time

Board Members Present:	Roscoe L. Enfield, Jr. Dacey S. Davis Susan C. Daiber	Babette S. Boling Kellie L. Mullins Troy E. Scott Douglas K. Weaver
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Roll Call

ECS Staff Present:	Lindsey Brander Brian Buckley Lindsey Cox Jacquie Rost	Nina Swartzlander Steve Thalheimer Doug Thorne
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The Board heard a presentation by Brian Buckley, Jacquie Rost, Athletic Directors and Nina Swartzlander, Elementary Athletic Director, on youth sports, and a presentation by Lindsey Brander and Lindsey Cox, Supervisors of Special Programs, on the proposed restructuring of the delivery model for Special Education services provided by the Exceptional Learners Department.

Topics Discussed

The Board discussed agenda items for the regular meeting.

The meeting adjourned at approximately 6:45 p.m.

Adjournment

APPROVED:

Signatures

Roscoe L. Enfield, Jr., President

Babette S. Boling, Member

Dacey S. Davis, Vice President

Kellie L. Mullins, Member

Susan C. Daiber, Secretary

Troy E. Scott, Member

Douglas K. Weaver, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

March 23, 2021

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 7:00 p.m.			Place/Time
Board Members Present:	Roscoe L. Enfield, Jr. Dacey S. Davis Susan C. Daiber	Babette S. Boling Kellie L. Mullins Troy E. Scott Douglas K. Weaver	Roll Call
Board president, Rocky Enfield, called the regular meeting of the Board of School Trustees to order.			Call to Order
Board secretary, Susan Daiber, recited the Elkhart Promise.			The Elkhart Promise
Mr. Enfield discussed the invitation to speak protocol.			
By unanimous action, the Board approved the following consent items:			Consent Items
Minutes – March 9, 2021 – Public Work Session Minutes – March 9, 2021 – Regular Board Meeting			Minutes
Payment of claims totaling \$7,362,699.40 as shown on the March 23, 2021, claims listing. (Codified File 2021-126)			Payment of Claims
The following donations were made to Elkhart Community Schools (ECS): Donations of \$5,000 from the Elkhart Education Foundation, \$1,000 from Sweetwater Sound, Inc., and \$500 from Stephen Bowers to purchase new music apparel for Elkhart High School (EHS) bands, choirs and orchestras; \$1,500 from NIBCO, Inc. for EHS cheerleading program; and a \$200 donation from Jared Huss in memory of Dawn Hostetler to establish a scholarship at EACC for students enrolled in Mr. Martin Hostetler’s Automotive Technology class.			Gift Acceptance
Proposed school fundraisers in accordance with Board policy. (Codified File 2021-127)			Fundraisers
Overnight Trip: approved an overnight trip request for 14 FFA students to travel to Traflagar, IN on May 22-23 to attend leadership training.			Overnight Trip Request

Conference Leave Requests. (Codified File 2021-128)	Conference Leave Requests
	Personnel Report
An agreement regarding payment of retirement benefits for a certified staff member. (Codified File 2021-129)	Agreement
Employment of the following two (2) certified staff members for the 2020-21 school year, effective on dates indicated: Brianna Miller - grade 1 at Daly, 3/10/21 Ryan Rudicil - social studies at North Side, 3/15/21	Certified Employment
Retirement of the following two (2) certified staff members, effective 6/3/21, with years of service as indicated: Rodney Donigan - business education at EHS-East, 18 Dana Soptich - special education at EHS-West, 32	Certified Retirement
Resignation of the following two (2) certified staff members, effective on dates indicated: Kathryn Case - language arts at EHS-West, 6/3/21 Angela Garcia - ENL at EHS-East, 6/3/21	Certified Resignations
Employment of the following three (3) classified employees, effective on dates indicated. Yessenia Cisneros - building translator/parent liaison at Woodland, 3/16/21 Melisa Machowiak - registered behavior technician at Eastwood, 3/22/21 Cesar Ramos, Jr., bus driver at Transportation, 3/16/21	Classified Employment
Resignation of the following seven (7) classified employees, effective on dates indicated: N'Ronn Bailey - custodian at Pierre Moran, 3/16/21 Valorie Books - LPN at North Side, 3/26/21 David Chaney - bus driver at Transportation, 3/19/21 Sandra Iavagnilio - secretary at EHS-West, 6/3/21 Nicole LeCount - paraprofessional at Eastwood, 2/26/21 Tammy Oldenburg - secretary at food service, 3/26/21 Diane Pilarski - promotions manager at WVPE, 4/8/21	Classified Resignations
Rescinded resignation for classified employee, Elizabeth Osowski, food service at EHS-West.	Rescinded Resignation
Death of classified employee, Frances Eggink, food service at West Side on 3/5/21.	Classified Death

<p>Retirement of the following four (4) classified employees, effective on dates indicated, with years of service in parenthesis: John Bloom - maintenance at Building Services, 8/18/21 (43) Michael Linville - business account manager at WVPE, 4/15/21, (17) Linda Price - food service at EHS-East, 6/3/21, (22) Cynthia Thompson - paraprofessional at EHS-West, 6/3/21, (27)</p>	<p>Classified Retirements</p>
<p>Leave for the following two (2) classified employees on dates indicated: Jocelyn Gordon - food service at EHS-West, beginning 3/9/21 and ending 4/9/21 Sonia Thomas - food service at EHS-West, beginning 3/8/21 and ending 5/7/21</p>	<p>Classified Leave</p>
<p>Termination of the following two classified employees, under Board Policy 3139.01S effective 3/23/21: Terrin Allen – food service at Hawthorne Niquan Whitener – food service truck driver at Commissary</p>	<p>Classified Termination</p>
<p>By unanimous action, the Board was approved revisions to Board Policy 3120.01S – Employment of Support Staff, as presented at the March 9th regular meeting with the additional change eliminating extension of probationary period provision.</p>	<p>Board Policy 3120.01S</p>
<p>By unanimous action, the Board removed from the table and approved proposed revisions to Board Policy 2210 – Curriculum Development, as presented at the March 9th regular.</p>	<p>Board Policy 2210</p>
<p>The Board was presented proposed new Board Policy 2260.02 – Language Assistance Program, for initial consideration.</p>	<p>Board Policy 2260.02</p>
<p>By unanimous action, the Board approved proposed changes to the Added Pay Schedule of the Master Contract for the 2021-2022 school year. (Codified File 2021-130)</p>	<p>Added Pay Schedule</p>
<p>The Board was presented the 2021-2022 School Calendar, for initial review. In response to Board inquiry, additional information will be provided prior to the next regular meeting on April 13th. The proposed first day of school will be August 12th, which students attending five days per week, and no early release days.</p>	<p>2021-2022 School Calendar</p>
<p>By unanimous action, the Board authorized the submission of a Common School Fund Loan Petition to the Indiana State Board of Education for an advance in the amount of \$1,147,500.00 to continue the technology project for the student and teacher iPad refresh plan. (Codified File 2021-131)</p>	<p>Common School Fund Loan Petition</p>

By unanimous action, the Board approved the cash tuition rate for the 2021-2022 school year. Valerie Moore, supervisor of accounting, audits and investments, stated the rate for students in grades K-12 will be \$6,600. (Codified File 2021-132)

Transfer Tuition Rates

The Board received a financial report from Ms. Moore for the period January 1 – February 20, 2021. The Board found the report to be in order.

Financial Report

Ms. Moore provided the current insurance update reporting claims are below the same month last year.

Insurance Update

By unanimous action, the Board authorized a one-time premium holiday for all staff currently participating in the ECS benefits plan. The payroll date will April 30, 2021.

Insurance Premium Holiday

A student audience member spoke regarding input, timing and consequences of returning to the classroom setting.

From the Audience

Audience member, Kerry Mullet, ETA president, briefly reviewed the historical timeline of department chairs beginning in 1965, in light of changes to come in the Fall within the schools of study structure.

From the Audience

Board member, Dacey Davis, commended the student speaker for his correspondence to the Board regarding the return to school and his comments this evening

From the Board

Board president, Rocky Enfield, also commended the student speaker and clarified the lengthy process by which the return to classroom decision was made.

From the Board

Board member, Troy Scott, reported on the joint, four county event hosted at Warsaw High School to speak out against current pending legislation. The event was attended by key business, community, and education leaders from Elkhart, Kosciusko, Marshall, and St. Joseph counties. Mr. Scott provided a copy of the Declaration to Indiana Legislators and Governor Eric Holcomb in opposition to House Bill 1005 and Senate Bills 412 and 413.

From the Board

Board member, Susan Daiber, reminded everyone, in light of world events, to be kind

From the Board

The meeting adjourned at approximately 7:45 p.m.

APPROVED:

Roscoe L. Enfield, Jr., President

Dacey S. Davis, Vice President

Susan C. Daiber, Secretary

Babette S. Boling, Member

Kellie L. Mullins, Member

Troy E. Scott, Member

Douglas K. Weaver, Member

Adjournment

Signatures



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: BRANDON EAKINS *BE*

DATE: MARCH 23, 2021

RE: DONATION APPROVAL - EACC

Riverview Adult Day Center has donated a 2008 Dodge Grand Caravan SE, VIN #2D8HN44H68R761498. This vehicle will be used for training purposes for students in our Automotive Technology classes.

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:

Riverview Adult Day Center
Nicole Hardy-Pagels
2715 E Jackson Blvd
Elkhart, IN 46516-5053



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: BRANDON EAKINS *BE*

DATE: MARCH 24, 2021

RE: DONATION APPROVAL - EACC

North American Forest Products has donated a tandem axle flatbed utility trailer, model: F32CHS, VIN #1UYFS3248X5A650103, with an owner estimated value of \$3,500.00. This trailer will be used for training purposes for students in our Diesel and Automotive Technology classes.

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:

North American Forest Products
Nicole Hardy-Pagels
2715 E Jackson Blvd
Elkhart, IN 46516-5053



INSTRUCTIONAL LEADERSHIP

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: BOARD OF SCHOOL TRUSTEES
DR. STEVE THALHEIMER

FROM: DR. BRADLEY SHEPPARD *Bradley Sheppard*

DATE: APRIL 5, 2021

GIFT APPROVAL – MUSIC DEPARTMENT

Juli Yoder has offered to donate one (1) Yamaha Advantage YTR200 Trumpet (serial number T86568) to the music department of the Elkhart Community Schools.

Quinlan & Fabish Music Company has examined the instrument and finds it to be in good condition. The fair market value of the instrument is \$400.00.

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

Juli Yoder
3609 Naples Ct
Elkhart IN 46514



ELKHART HIGH SCHOOL EAST

ONE BLAZER BOULEVARD • ELKHART, IN 46516

PHONE: 574-295-4700



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: March 25th, 2021

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Brian Buckley
Elkhart High School Athletic Department

RE: Donation Approval

A donation in the amount of \$500.00 has been given to the Elkhart High School athletic department from Vaughn and Cynthia Nickell. This donation is earmarked for the Elkhart High School Boys' Track program.

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

Vaughn & Cynthia Nickell
51147 Maplewood Dr.
Elkhart, IN 46514

Sincerely,

Brian Buckley



ELKHART HIGH SCHOOL EAST

ONE BLAZER BOULEVARD • ELKHART, IN 46516

PHONE: 574-295-4700



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: April 9, 2021

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Brian Buckley & Jacquie Rost
Elkhart High School Athletic Department

RE: Donation Approval

A donation in the amount of \$3,000.00 has been given to the Elkhart High School Track program from Mrs. Linda Homo. These funds will be used to assist with athletic fees for the 2021 track season.

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

Linda Homo
3515 Grady Blvd.
Elkhart, IN 46516

Sincerely,

Brian Buckley & Jacquie Rost
Co-Athletic Directors
Elkhart High School



ELKHART HIGH SCHOOL WEST

2608 CALIFORNIA ROAD • ELKHART, IN 46514
PHONE: 574-262-5600



ELKHART COMMUNITY SCHOOLS

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

DATE: 3/29/21

TO: Dr. Steven Thalheimer
Board of School Trustees

FROM: Cary Anderson (Principal)
Todd Efsits (Teacher)

RE: Donation Approval

Elkhart High School West received a donation of \$1,000.00 from Great Lakes Forest Products Inc. The donation is in support of the EHS West Theatre and will be used to purchase supplies and other items in support of the Theatre club.

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

Great Lakes Forest Products, Inc.

21861 Protecta Drive

Elkhart, IN 46514

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

March 31, 2021

TO: Dr. Steven Thalheimer
Board of School Trustees

FROM: Kevin Scott

SUBJECT: Extra-Curricular Purchase

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

SCHOOL/ACCOUNT	ITEM	AMOUNT
West Side Middle School Athletic Extra Curricular	Wild Cat Wall Graphic	\$2,125.00

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Elkhart High School
Class/Group: Gymnastics
Number of Students: 1-3 athletes
Date/Time Departing: Friday, March 12th @ 6pm
Date/Time Returning: Saturday, March 13th @ 6pm
Destination: Worthen Arena Muncie IN
City State
Overnight facility: Hampton Inn
Mode of transportation: Parents
Reason for trip: State gymnastics meet (IHSAA)

Names of chaperones: Kathy Krauter
Jayme Janavelli } coaches

Cost per student: 0

Describe Plans for Raising Funds or Funding Source: N/A

Plans to defray costs for needy students: N/A

Are needy students made aware of plans? N/A

Signature of Teacher/Sponsor: JDT

Signature of Principal: Cy Anderson

Date: _____

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

Approval of Assistant Superintendent: Bradley Steppard

Date: 3-8-21


Approval by Board: _____

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: April 6, 2021

TO: Dr. Steve Thalheimer, Superintendent

FROM: Dr. Bradley Sheppard 

RE: **Conference Leave Requests**
April 13, 2021 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

2020 - 2021 CONFERENCES	EXPENSES	SUBSTITUTE
<p>SERVING THE COMMUNITY BETTER WITH SOLAR POWER</p> <p>I am hoping to see how the school can become a part of the solar energy program that CCS belongs to. From this, students would be able to have a hands on look at how solar energy works, how it is installed, and how it is integrated into the power grid.</p> <p>Elkhart, Indiana *Attendance is subject to local health guidelines*</p> <p>April 22, 2021 (0 day's absence)</p> <p align="center">ERIC JANTZEN - ELKHART HIGH SCHOOL EAST (0-0)</p>	\$0.00	\$0.00
<p>AP SUMMER INSTITUTE - AP ENVIRONMENTAL SCIENCE</p> <p>I will learn the new curriculum organization and pacing for APES. This will help students be better prepared for the AP test and better stewards of the planet. I will also learn new, engaging labs and projects.</p> <p>Elkhart, Indiana (attendance is virtual)</p> <p>June 28 - July 2, 2021 (0 day's absence)</p> <p align="center">ERIC JANTZEN - ELKHART HIGH SCHOOL EAST (0-0)</p>	\$850.00	\$0.00
FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)		
<p>AP TIP-IN MOCK EXAM READING</p> <p>AP mock exams administered in March will be placed in a pool of exams with other AP TIP-IN schools (up to 30 total) and be scored by teachers under the training and guidance of College Board exam readers, simulating the conditions of the actual AP exam reading. This will ensure rater reliability and provide accurate, actionable feedback on student strengths and weaknesses in the two months remaining before AP exams. Teachers will also receive training on instructional strategies, test-taking strategies, and test mechanics, as well as information regarding the most recent AP exam questions. All of this will take place two months prior to the AP exam administration, allowing for adequate time to share with the students taking this course in hopes of maximizing performance on the exam.</p> <p>Elkhart, Indiana (attendance is virtual)</p> <p>March 12, 2021 (0 day's absence)</p> <p align="center">CORIN SAILOR - ELKHART HIGH SCHOOL WEST (0-0)</p>	\$99.00	\$0.00
	\$949.00	\$0.00
2020 YEAR-TO-DATE EDUCATION FUNDS	\$9,841.88	\$1,330.00
2021 YEAR-TO-DATE EDUCATION FUNDS	\$3,565.00	\$0.00
2020 YEAR-TO-DATE OTHER FUNDS	\$56,021.47	\$4,465.00
2020 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
2021 YEAR-TO-DATE OTHER FUNDS	\$10,774.00	\$190.00
2021 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
GRAND TOTAL	\$80,202.35	\$5,985.00

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

Julie Williams
Begin: 4/12/21

Beardsley/Grade 3
End: 5/18/21

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

Mique Buck
Began: 8/15/17

Feeser/Grade 4
Resign: 6/3/21

Jennifer Summers
Began: 8/2/16

Elkhart West/Science
Resign: 6/3/21

CLASSIFIED

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

Devon Harbor
Began: 2/1/21

Transportation/Bus Helper
PE: 3/29/21

Stacia Lanum
Began: 1/27/21

Hawthorne/Food Service
PE: 3/24/21

Constance Warner
Began: 2/1/21

Transportation/Bus Helper
PE: 3/29/21

Andrea Yeager
Began: 2/1/21

Exceptional Learners/Permanent Substitute
PE: 3/29/21

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

Kyle Grubb
Began: 9/4/19

Woodland/Paraprofessional
Resign: 4/12/21

Ana-Alisa Guthrie
Began: 12/10/12

Daly/Speech Assistant
Resign: 3/26/21

Amanda Hager
Began: 3/26/18

Hawthorne/Speech Assistant
Resign: 5/5/21

Esther Johnson
Began: 9/9/19

ESC/Secretary
Resign: 4/2/21



Kitty Lange
Began: 10/19/20

Osolo/Food Service
Resign: 4/5/21

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

Brenda Rogers
Began: 10/28/96

Elkhart West/Paraprofessional
Retire: 6/3/21
24 Years of Service

- d. **Unpaid Leave** - We recommend an extension to unpaid leave for the following employee:

Vicky Kraus
Begin: 4/1/21

Elkhart East/Technical Assistant
End: 6/3/21

- e. **Maternity Leave** - We recommend an unpaid maternity leave for the following employee:

Devon Harbor
Begin: 3/30/21

Transportation/Bus Helper
End: 4/30/21

- f. **Termination** – We report the termination of the following employee:

Patrick Williams
Began: 4/1/19

Monger/Custodian
End: 4/13/21
Policy: 3139.01S





SCHOOL CALENDAR: JULY 2021 – JUNE 2022

JULY 2021 calendar grid

JANUARY 2022 calendar grid

AUGUST 2021 calendar grid

FEBRUARY 2022 calendar grid

SEPTEMBER 2021 calendar grid

MARCH 2022 calendar grid

OCTOBER 2021 calendar grid

APRIL 2022 calendar grid

NOVEMBER 2021 calendar grid

MAY 2022 calendar grid

DECEMBER 2021 calendar grid

JUNE 2022 calendar grid

August
September
October
November
December
January
February
March
April
May
June
Full day pre-session for teachers – non-student day
Labor Day – All Schools Closed
End of 1st grading period/midterm – all schools
Thanksgiving Recess – All Schools Closed
eLearning Day/Building Staff Professional Development
Winter Recess – All Schools Closed
Presidents' Day Recess – All Schools Closed
eLearning Day/Building Staff Professional Development
End of 3rd grading period/midterm – all schools
No School
Spring Recess – All Schools Closed
Kindergarten Kick-off – Elementary Schools (Kindergarten Registration runs April 11 – May 6)
eLearning Day/District Staff Professional Development
No School
Memorial Day – All Schools Closed
Last Day of School – full day for all students
Last Day for Teachers
Graduation

Key:
underlined = Professional Day for teachers (non-student day)
X School Out of Session (during the Instructional school year)
K Kindergarten Kick-off
O Parent/Teacher Conferences
End of Grading Period
eLearning Day: K-12th grade students will not attend school in person but will be required to complete digital learning assignments from home
Any closure due to inclement weather will be an eLearning day on that day

Book	Policy Manual
Section	2000 Program
Title	PROPOSED NEW LANGUAGE ASSISTANCE PROGRAM
Code	2260.02 (as presented during the 3/23/2021 BST meeting)
Status	
Last Revised	April 13, 2021
Last Reviewed	April 13, 2021

2260.02 - LANGUAGE ASSISTANCE PROGRAM

Elkhart Community Schools is committed to providing appropriate high quality services to students who are identified as limited English proficient. Elkhart ensures English language learners have access to educational opportunities by providing services to assist them with the attainment of English language proficiency. These services provide students opportunities to develop high levels of academic attainment in English which helps them to meet the same challenging State academic content and student achievement standards all students are expected to satisfy. In addition, Elkhart is committed to engaging parents/guardians of English language learner students through outreach to communicate with and include parents/guardians in educational decisions affecting their students.

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED FOOD SERVICE EMPLOYEES' COMPENSATION PLAN
 Code po3422.01S
 Status
 Adopted December 13, 2016
 Last Revised January 26, 2021
 Last Reviewed April 13, 2021

3422.01S - FOOD SERVICE EMPLOYEES' COMPENSATION PLAN

Salary Schedule

The Board of School Trustees hereby adopts the following wage and career increment schedule for food service personnel to be effective beginning January 1, 2021.

WAGE SCHEDULE								
STEP	I		II		II.5	III	IV	V
	A	B	A	B	B	B	B	B
Probationary	8.75	8.56	9.09	8.90	10.03	14.36	15.15	15.68
55 days - 1 year	9.53	9.34	9.91	9.70	10.80	15.25	16.00	16.53
1 year - 2 years	10.39	10.14	10.74	10.50	11.61	15.68	16.84	17.38
2 years - 3 years	11.35	11.06	11.72	11.42	12.52	16.86	17.77	18.36
Over 3 years	11.91	11.61	12.28	11.95	14.14	17.62	18.57	19.09

- Key: Column A = Less than four (4) hours/day employees
 Column B = Four (4) or more hours/day employees (In addition the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools)
- I - Less than six and one-half (6.5) hour Satellite Employees, Elementary Lunch Paraprofessionals
 - II - Commissary and Cafeteria Employees, Secondary Lunch Paraprofessionals
 - II.5 - Commissary Line Leader, Elementary Managers, Tipton Manager, Catering Staff/Sub Food Service Truck Driver
 - III - Middle School Managers, Assistant Managers
 - IV - Allergy Specialist
 - V - High School Managers, Summer Feeding Supervisor, Chef

- A. The career increment applies to all food-service personnel.
- B. The career increment takes effect for each regular employee on the anniversary date (5-10-15-20 years). The career increment is not cumulative, but the scheduled amount is added to the employee's regular rate set forth on the Wage Schedule.
- C. Years of employment will be determined by using the date the employee became regularly employed by the Elkhart Community Schools.

Career Increment Schedule

- \$.20 five (5) years, but less than ten (10)
- \$.30 ten (10) years, but less than fifteen (15)
- \$.50 fifteen (15) years, but less than twenty (20)
- \$.70 twenty (20) years and over

Lunch Paraprofessionals, who were hired as a lunch paraprofessional prior to February 11, 2014, will be paid under the paraprofessional wage schedule as outlined below.

Step	ECS Experience as Paraprofessional	Hourly Rate	
		A	B
1	0 days or more, but less than 55 days (Probationary Rate)	10.54	9.99
2	55 days or more, but less than 1 year	10.66	10.36
3	1 year or more, but less than 2 years	11.17	10.89
4	2 years or more, but less than 3 years	11.73	11.40
5	3 years or more, but less than 4 years	12.26	11.90
6	4 years or more, but less than 5 years	12.70	12.33
7	5 years or more, but less than 6 years	13.26	12.85
8	6 years or more, but less than 7 years	13.74	13.34
9	7 years or more	14.30	13.87

Key: Column A = Less than four (4) hours/day employees
 Column B = Four (4) or more hours/day employees (In addition the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.)

Lunch Paraprofessional Career Increment Schedule

Years regularly employed by Elkhart Community Schools	Amount of Hourly Career Increments
five (5) or more, but less than ten (10)	.20
ten (10) or more, but less than fifteen (15)	.30
fifteen (15) or more, but less than seventeen (17)	.40
seventeen (17) or more, but less than twenty (20)	.50
twenty (20) or more	.60

Additional Pay for Banquets and Special Functions

Employees will receive time and one-half for all hours worked for special serving requests, banquets and special functions.

Overtime

Food Service employees who are assigned to work more than forty (40) hours in a week will be paid overtime compensation for time and a half for any hours worked in excess of forty (40) hours.

Food Service Employees' Fringe Benefits

Income Protection and Annuities

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

Insurance

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

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

Severance Benefits

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

A. Resignation

Food Service employees shall receive pay for any unused personal business leave in the current year of employment, provided the following conditions are met by the employee:

1. The employee has completed at least six (6) months of active employment with the Elkhart Community Schools.
2. The employee has submitted a written resignation to the Director of Human Resources, and
3. The resignation shall specify the last date of employment and shall be received by the Director of Human Resources at least ten (10) working days prior to the last date of employment; or during the summer months at least twenty-one (21) calendar days prior to the scheduled working day.

B. Retirement, Death, or Disability

1. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.
2. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.
3. At the time of retirement, a Food Service employee may select one of the following benefits based on the employee's daily rate at the time of retirement:
 - One (1) day's pay for each full year employed by the Elkhart Community Schools or
 - Pay for accumulated illness leave, not to exceed two (2) days per year. Pay shall be for the greater of thirty (30) days or forty-five percent (45%) of accumulated illness leave.

In the event of the death of a Food Service employee, while in the active employ of Elkhart Community Schools, said payment should be made to the employee's beneficiary.

4. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.

Change in Classification

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

Food Service Employees' Absences

In order to operate each kitchen effectively and efficiently, punctuality and regular attendance are of utmost importance.

All Food Service employees employed four (4) or more hours are entitled to personal leave and personal illness days. Absences for all Food Service personnel, in addition to the days to which they are entitled, shall be considered to be unexcused. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/her immediate supervisor at least one-half (1/2) hour before starting time, and upon return, file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. Absence before or after a holiday must be approved in advance to be eligible for the salary allowed for the holiday. (No absence report is necessary on emergency closing days when pay is not to be received.) Upon written request received by the Director of Food Services at least two (2) weeks in advance (except in emergencies), unpaid absences of five (5) or less consecutive working days may be approved. The best interests of the School Corporation will be considered.

Food Service Employees' Illness Absences and Leaves

Personal/Family Illness Absence

Regular school year classified employees will be awarded twelve (12) days of personal illness/family illness leave each calendar year.

Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to 110 workdays. Use of accumulated sick leave by a school year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year.

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

Immediate family shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

Job-Related Injury

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

Personal Illness Leave/Family Illness Leave Incentive Plan

Beginning January 1, 1999, the following Personal Illness Leave/Family Illness Leave incentive plan will be effective for all food-service employees. The use of personal leave days will not affect the calculation of benefits under this incentive program. For the purpose of the incentive program, the year will run from January 1st through December 31st.

- A. If a food service employee who is assigned to work four (4) or more hours does not use any of his/her Personal Illness, Family Illness, or unpaid days during the year, s/he will be given a payment of \$400. A food service employee who is assigned to work less than four (4) hours will be given a payment of \$200 if s/he has no absences excluding any absences covered by applicable personal leave days.
- B. If a food service employee who is assigned to work four (4) or more hours uses only one of his/her Personal Illness, Family Illness, or unpaid days during the year, s/he will be given a payment of \$200. A food service employee who is assigned to work less than four (4) hours will be given a payment of \$100 if s/he has only one (1) absence, excluding any absences covered by applicable personal leave days.
- C. If a food service employee who is assigned to work four (4) or more hours uses only two (2) of his/her Personal Illness, Family Illness, or unpaid days during the year, s/he will be given a payment of \$100. A food service employee who is assigned to work less than four (4) hours will be given a payment of \$50 if s/he has only two (2) absences, excluding any absences covered by applicable personal leave days.
- D. In order to be eligible for the incentive pay set out in A, B or C above, the food-service employee must have been employed as of January 1st. If a food service employee is hired after January 1st, the incentive payment will be pro-rated on a percentage of the workdays after the food service employee was employed.
- E. For the purpose of the incentive program, Personal Illness, Family Illness, or unpaid days will be when a food service employee who is assigned to work four (4) or more hours is absent for three (3) or more hours, or when a food service employee who is assigned to work for less than four (4) hours is absent for any period of time. For food-service employees who are assigned to work four (4) hours or more, absence of less than three (3) hours will be considered a half day. Food-service employees who are absent one-half ($\frac{1}{2}$) day will receive \$300; one and one-half ($1\frac{1}{2}$) days will receive \$150; or two and one-half ($2\frac{1}{2}$) days will receive \$50.

Bereavement

Employees who are assigned to work four (4) or more hours shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively.

"Immediate family" is defined as employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparent, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney.

Bereavement shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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

Military Leave

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

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay s/he shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Health Leave

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

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

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

Health Leave – Administrative Regulation

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

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

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

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

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

Personal Leave

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

School year Food Service employees who work less than four (4) hours per day and less than twenty (20) hours per week, after satisfactorily completing one (1) year of employment, as of January 1st of any year, the employee shall be entitled to personal leave and the retirement benefit based on accumulated days of unused personal leave.

If a Food Service employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor. If a Food Service employee does not elect to roll two (2) personal business days into the following year, all unused personal leave will accumulate for retirement.

Personal Leave – Procedure

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

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Thanksgiving, Winter Recess, Spring Break or Summer Break, or the day preceding fall recess in the event that day is scheduled as a parent-teacher conference day as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two (2) personal business hours for each personal business hour taken adjacent to the holiday or

vacation period.

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

Jury and Witness Duty Pay

A. Jury Duty

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

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the Superintendent may grant additional days. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

Parental Leave

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

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

Adoptive Leave

An employee who legally adopts a child whose age is less than eighteen (18) years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave, the employee must notify the Director of Human Resources and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date the child is physically turned over to the employee for the employee's care and legal custody.

Holidays and Vacations

Holidays

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

A. School Year Employees

Food Service employees who work the school year and four (4) hours or more daily, but less than full time, shall be entitled to the following legal or recognized holidays without loss of any pay when they occur on days which they would have worked

if it were not for that special day, subject to the provisions below:

Labor Day

Thanksgiving Day – two (2) days

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

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

Thanksgiving Day and the day following will be paid holidays.

Presidents' Day will be a paid holiday.

Christmas Day will be a paid holiday.

Any employee who does not work during a two-week pay period will not receive pay for that pay period, including days normally paid as holidays. Exceptions include:

1. When the use of absence or leave benefits is exhausted during the pay period.
2. When all days in the pay period are covered by available paid leaves, vacation and/or holidays.
3. Christmas Day.

B. Twelve (12) Month Employees

Twelve (12) month Food Services employees shall be paid for the following holidays, when they occur on days which would have been worked if it were not for that special day, subject to the provisions below:

New Year's two (2) days (see B-1-a)

Martin Luther King Jr. Day

Presidents Day (see B-4)

Memorial Day

Independence Day – two (2) days (see B-2)

Labor Day

Thanksgiving two (2) days (see B-3)

Christmas two (2) days (see B-1-a)

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

2. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.
3. Thanksgiving Day and the day following will be paid holidays.
4. Presidents' Day will be a paid holiday.

Vacations

- A. A twelve (12) month Food Services employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided no more than ten (10) vacation days may be accrued.
- B. A twelve (12) month Food Services employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A twelve (12) month Food Services employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for five (5) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A twelve (12) month Food Services employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. A twelve (12) month Food Services employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.
- F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
- G. For the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. **NOTE:** the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.

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

The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.
- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor. When vacation days have been requested and approved but are not able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).
- I. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond.
- J. Only twelve (12) month employees will be entitled to paid vacation days.

Revised 1/1/17

Revised 11/14/17

Revised 12/12/17

Revised 12/18/18

Revised 12/10/19

Revised 11/24/20

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED PARAPROFESSIONALS' COMPENSATION PLAN
 Code po3422.08S
 Status
 Adopted December 13, 2016
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3422.08S - PARAPROFESSIONALS' COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedule for paraprofessionals to be effective January 1, 2021.

Instructional Paraprofessionals' Wage Schedule

Wage Schedule A - No B.A. or B.S. Degree in Education

Step	ECS Experience as Paraprofessional	Hourly Rate	
		A	B
1	0 days or more, but less than fifty-five (55) days (Probationary Rate)	10.54	9.99
2	55 days or more, but less than 1 year	10.66	10.36
3	1 year or more, but less than 2 years	11.17	10.89
4	2 years or more, but less than 3 years	11.73	11.40
5	3 years or more, but less than 4 years	12.26	11.90
6	4 years or more, but less than 5 years	12.70	12.33
7	5 years or more, but less than 6 years	13.26	12.85
8	6 years or more, but less than 7 years	13.74	13.34
9	7 years or more	14.30	13.87

Wage Schedule B - B.A. or B.S. Degree in Education

Step	ECS Experience* as Paraprofessional	Hourly Rate	
		A	B
	*subject to Sections 2-A -5 and 2-B -2		
1	0 days or more, but less than 55 days (Probationary Rate)	11.30	11.01
2	55 days or more, but less than 1 year	11.73	11.40
3	1 year or more, but less than 2 years	12.26	11.90
4	2 years or more, but less than 3 years	12.70	12.33
5	3 years or more, but less than 4 years	13.26	12.85
6	4 years or more, but less than 5 years	13.74	13.34
7	5 years or more, but less than 6 years	14.30	13.87

Key: Column A – Less than four (4) hours/day employees
 Column B – Four (4) or more hours/day employees (In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community School.)

Wage Schedule C - Exceptional Learners (effective 2021-2022 school year)

Step	ECS Experience as Paraprofessional	Mild	ED	Intense	Intense PACE	Job Coach	Young Adult Program (YAP)	Para - Alternative Program (Elkhart Academy, Bristol, & Middle Schools)	Registered Behavior Technician (RBT)	PARA (BLV)
	<u>B.S. or B.A. hourly differential</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
<u>1</u>	<u>0 days or more, but less than 55 days (Probationary Rate)</u>	<u>11.01</u>	<u>14.00</u>	<u>14.00</u>	<u>14.00</u>	<u>14.00</u>	<u>14.00</u>	<u>14.54</u>	<u>16.00</u>	<u>16.00</u>
<u>2</u>	<u>55 days or more, but less than 1 year</u>	<u>11.40</u>	<u>14.45</u>	<u>14.45</u>	<u>14.45</u>	<u>14.45</u>	<u>14.45</u>	<u>15.29</u>	<u>16.45</u>	<u>16.45</u>
<u>3</u>	<u>1 year or more, but less than 2 years</u>	<u>11.90</u>	<u>14.90</u>	<u>14.90</u>	<u>14.90</u>	<u>14.90</u>	<u>14.90</u>	<u>15.96</u>	<u>16.90</u>	<u>16.90</u>
<u>4</u>	<u>2 years or more, but less than 3 years</u>	<u>12.33</u>	<u>15.35</u>	<u>15.35</u>	<u>15.35</u>	<u>15.35</u>	<u>15.35</u>	<u>16.68</u>	<u>17.35</u>	<u>17.35</u>
<u>5</u>	<u>3 years or more, but less than 4 years</u>	<u>12.85</u>	<u>15.80</u>	<u>15.80</u>	<u>15.80</u>	<u>15.80</u>	<u>15.80</u>	<u>17.63</u>	<u>17.80</u>	<u>17.80</u>
<u>6</u>	<u>4 years or more, but less than 5 years</u>	<u>13.34</u>	<u>16.25</u>	<u>16.25</u>	<u>16.25</u>	<u>16.25</u>	<u>16.25</u>	<u>NA</u>	<u>18.25</u>	<u>18.25</u>
<u>7</u>	<u>5 years or more, but less than 6 years</u>	<u>13.87</u>	<u>16.75</u>	<u>16.75</u>	<u>16.75</u>	<u>16.75</u>	<u>16.75</u>	<u>NA</u>	<u>18.75</u>	<u>18.75</u>

Explanation of Schedules

A. Paraprofessional with no B.A. or B.S. Degree

- An employee who does not possess by January 1 of each year a Bachelor of Arts or Bachelor of Science degree in education from an accredited four-year college or university shall be classified as a "paraprofessional" and shall be paid a wage in accordance with the Wage Schedule, pursuant to **Paraprofessionals' Wage Schedule-A** of this Policy.
- Any paraprofessional with thirty (30) or more but less than ninety (90) semester hours credit as described in part 4 of this section shall be placed on Step 3 of the salary schedule after successful completion of probationary employment.

3. Any paraprofessional with ninety (90) or more semester hours credit as described in part 4 of this section shall be placed on Step 4 of the salary schedule after successful completion of probationary employment.
4. All semester credit hours must be a part of a regular college or university program leading to a B.A. or B.S. degree in education, and a letter of verification shall be submitted to the Director of Human Resources for approval before credit towards experience is granted.
5. Verified experience as a teacher, substitute teacher, or educational aide will be evaluated to determine placement, but in no case will an employee be placed at Step 8 or higher.
6. Director of Human Resources/Designee may place paraprofessionals in hard to fill positions (e.g. emotionally disabled, intense intervention) on steps 4 – 8 of the Paraprofessionals' Wage Schedule at their date of hire.
7. No change in wage status due to earned credit hours shall be made at any time other than January 1 of each year.
8. Paraprofessionals employed on or before January 1, 1976, who possess a B.A. or B.S. college degree in a field other than educational shall be eligible for placement on Paraprofessionals' Wage Schedule -B, Paraprofessional Wage Schedule.

B. Paraprofessional with a B.A. or B.S. Degree

1. Upon completion of a Bachelor of Arts or Bachelor of Science degree in education, a paraprofessional shall be classified, beginning January 1 of the year following completion of said degree, as a "paraprofessional" and shall be paid a wage in accordance with the Paraprofessional Wage Schedule, pursuant to Paraprofessionals' Wage Schedule-B of this Policy.
2. Verified experience as a teacher, substitute teacher, or educational aide will be evaluated to determine placement, but in no case will an employee be placed at Step 6 or higher.

C. Wage Differentials

1. Paraprofessionals assigned to duties (not already outlined in their job description) ~~emotionally disabled classrooms as well as special education classrooms~~ where custodial care and lifting are required shall be paid a differential of \$1.00 per hour over their existing rate. ~~In addition, paraprofessionals who are required to perform pre-trip inspections of activity busses will be paid a differential of \$1.00 per hour over their existing rate.~~
2. Elementary library paraprofessionals and technology instructional paraprofessionals shall be paid a differential of \$1.00 per hour over their existing rate.
3. Technology instructional paraprofessionals who obtain and maintain certification prescribed by the Instructional Leadership Department ~~Director of Technology Integration~~ shall receive an additional pay differential of \$1.00 per hour.
4. Instructional Paraprofessionals assigned to the Elkhart Academy, both secondary and elementary, shall be paid a differential of \$1.00 per hour over their existing rate

D. Paraprofessional Career Increment Schedule

Years regularly employed by Elkhart Community Schools	Amount of Hourly Career Increment
five (5) or more, but less than ten (10)	.20
ten (10) or more, but less than fifteen (15)	.30
fifteen (15) or more, but less than seventeen (17)	.40
seventeen (17) or more, but less than twenty (20)	.50
twenty (20) or more	.60

Paraprofessionals' Fringe Benefits

A. Income Protection and Annuities

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

B. Insurance

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

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

C. Severance Benefits

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

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave.

2. Retirement, Death, or Disability

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

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools or who is age fifty-five (55) and has fifteen (15) or more consecutive years of employment in Elkhart Community Schools. Only the six (6) months service requirement must be met to be eligible for the disability or death benefit.

The requirement for consecutive years of employment is modified only under the following conditions: If a paraprofessional leaves the employment of the Elkhart Community Schools for any reason and for any period of time and then return to employment with the Elkhart Community Schools, the years of service completed prior to this break in employment will be counted toward the years of employment requirement for severance benefits, but the employee must work two additional years beyond the total number required to normally reach the years of employment requirement. For example, if a paraprofessional works for the district for eight (8) years, leaves the district's employment for one (1) year and then returns to employment, s/he must work another four (4) years in order to meet the age sixty (60) and ten (10) years of experience requirement, or nine (9) years in order to meet the age fifty-five (55) and fifteen (15) years of experience requirement. In addition, there can only be one break in employment under this exception to the consecutive years of service requirement. If there is more than one (1) break in service, the paraprofessional's prior years of service will not be counted and the consecutive service requirement will apply.

- b. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.
- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying 100% of the premiums in advance at the business office.
- d. When retiring, a Paraprofessional may select one of the following benefits based upon the employee's daily rate at the time of retirement:

1. Two (2) day's pay for each full year employed by the Elkhart Community Schools, or
2. At least forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in the Paraprofessional employee booklet.

D. Change in Paraprofessionals Classification

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

Absences

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

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five (5) or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Personal Illness/Family Illness Absence

A. School-year Employees

1. Regular school year classified employees will be awarded twelve (12) days of personal illness/family illness leave each calendar year.
2. Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to 120 workdays. Use of accumulated sick leave by a school year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

B. All Employees

1. The Elkhart Community Schools may request a doctor's approval to return to work following an illness.
2. Immediate family shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.
3. An employee injured in the performance of his/her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two-thirds percent (66 - 2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Attendance Incentive Program

Beginning January 1, 2020, the following attendance incentive program will be effective for all paraprofessional employees. For the purpose of this program, the year will run from January 1st through December 31st.

During the month of January, any paraprofessional who has perfect attendance throughout the prior year, other than vacation, bereavement, or personal leave, shall be paid the sum of \$500. Any employee who is absent for any reason for five (5) or less days during the prior year, other than vacation, bereavement, or personal leave days, shall be paid the sum of \$250.

Bereavement

Each regular classified employee shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively.

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparent, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney.

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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

Military Leave

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

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Health Leave

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

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

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

Health Leave - Procedure

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

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

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

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

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

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

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

Personal Leave

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

If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

If an employee does not elect to roll two (2) personal business days into the following year, all unused personal leave will accumulate for retirement.

Personal Leave - Procedure

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

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Thanksgiving, Winter Recess, Spring Break or Summer Break, or the day preceding fall recess in the event that day is scheduled as a parent-teacher conference day, as defined by the school calendar, unless the employee

complies with the following procedure:

- A. Once every three (3) years, an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two (2) personal business hours for each personal business hour taken adjacent to the holiday or vacation period.
- B. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.
- C. All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his/her assigned duties.

Jury and Witness Duty Pay

Jury Duty

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

Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

Parental Leave

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

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

Adoptive Leave

An employee who legally adopts a child whose age is less than eighteen (18) years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Human Resources and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Paraprofessionals' Holidays

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

A. Definitions

1. As used in this policy, the term "full-time employee" means an employee who is employed on a twelve (12) month basis and who has a regular workday of four (4) or more hours.
2. As used in this policy, the term "school-year employee" means an employee who is employed on a school-year basis and works approximately one 175 or more days per year, and who has a regular workday of four (4) or more hours.

B. Holidays

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

Martin Luther King, Jr. Day

Presidents Day

Memorial Day

Labor Day

Thanksgiving Day – two (2) days

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

Revised 1/1/17
Revised 12/12/17
Revised 10/23/18
Revised 1/8/19
Revised 12/10/19
Revised 1/14/20

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

On January 12, 2021, members of this Board of School Trustees unanimously adopted a resolution to place a Referendum Tax Levy in the form of a public question on the ballot of a special election to be held on the first Tuesday after the first Monday in May, 2021.

The purpose of the Board of School Trustees in asking registered voters residing in the geographical boundaries of the School Corporation to pass this Referendum Tax Levy is to provide funding for academic and educationally related programs, managing class sizes, school safety initiatives, including, but not limited to, maintaining the current school walk zones, and attracting and retaining teachers and other school employees.

The proposed Referendum Tax Levy, if passed, will yield each year approximately \$15,250,000 for the years 2022 through and including 2029.

NOW THEREFORE, BE IT RESOLVED, by the Board of School Trustees of the Elkhart Community Schools, in the event the proposed Referendum Tax Levy is passed by the registered voters, revenue from the Referendum Tax Levy shall be allocated as follows:

Seven million three hundred fifty thousand (\$7,350,000) dollars each year towards the improvement and maintenance of employee compensation for school employees. This allocation, beginning with the 2022 Calendar Year, would provide for an increase of at least three thousand (\$3,000.00) dollars for all Elkhart Community Schools' teachers and an hourly wage increase of at least one (\$1.00) dollar per hour for all support staff employees. This hourly wage adjustment would provide an increase in annual earnings beginning in the 2022 Calendar Year of:

- Custodians at least two thousand (\$2,000) dollars
- Paraprofessionals at least one thousand two hundred (\$1,200.00) dollars
- Bus drivers and bus helpers assigned to routes of six or more hours each day at least one thousand one hundred (\$1,100.00) dollars
- Elementary school head secretaries at least one thousand six hundred (\$1,600.00) dollars

Three million (\$3,000,000) dollars of the annual proceeds from the Referendum Tax Levy toward a reduction in employee "out-of-pocket" costs for health and dental insurance.

Beginning with the 2022 Calendar Year the allocation of these proceeds would allow for an annual reduction of employee health and dental insurance premiums for employees selecting HDHP 1 as follows:

- Single—at least \$340
- Employee and Spouse—at least \$940
- Employee and Children—at least \$2,200
- Family—at least \$70

Four million nine hundred thousand (\$4,900,000.00) dollars each year towards the maintenance of the one-mile walk zone for transportation, safety and security improvements for students and employees and to support transportation costs related to field trips for all students attending Elkhart Community Schools.

PASSED AND ADOPTED this 13th day of April, 2021.

Roscoe L. Enfield, Jr., President

Dacey S. Davis, Vice President

Susan C. Daiber, Secretary

Babette S. Boling, Member

Kellie L. Mullins, Member

Troy E. Scott, Member

Douglas K. Weaver, Member

ATTEST:

Susan C. Daiber, Secretary

**RESOLUTION OF BOARD OF SCHOOL TRUSTEES CONFIRMING EXECUTION
OF THE AMENDMENT TO LEASE AND MATTERS RELATED THERETO**

(2021 HIGH SCHOOL CAMPUS FACILITY IMPROVEMENT PROJECT)

WHEREAS, this Board of School Trustees (the “Board”) of the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), has previously examined and approved a form of an Eighth Amendment to Lease (the “Eighth Amendment”) by and between the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Nonprofit Corporation Act of 1991, as amended, as lessor (the “Building Corporation”), and the School Corporation, as lessee, which amends a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended and supplemented by an Addendum to Lease, dated as of May 5, 1998 (the “Addendum to Lease”), a First Amendment to Lease, dated as of October 1, 2003 (the “First Amendment to Lease”), a Second Amendment to Lease, dated as of April 23, 2013 (the “Second Amendment to Lease”), an Addendum to Second Amendment to Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment to Lease”), a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment to Lease”), an Addendum to Third Amendment to Lease, dated as of December 1, 2018 (the “Addendum to Third Amendment to Lease”), a Fourth Amendment to Lease, dated as of April 9, 2019 (the “Fourth Amendment to Lease”), an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (the “Addendum to Fourth Amendment to Lease”), a Fifth Amendment to Lease, anticipated to be dated as of March 24, 2020 (the “Fifth Amendment to Lease”), an Addendum to Fifth Amendment to Lease, dated as of May 15, 2020 (the “Addendum to Fifth Amendment to Lease”), a Sixth Amendment to Lease, dated as of March 24, 2020 (the “Sixth Amendment to Lease”), an Addendum to Sixth Amendment to Lease, dated as of October 15, 2020 (the “Addendum to Sixth Amendment to Lease”), and a Seventh Amendment to Lease, dated as of October 15, 2020 (the “Seventh Amendment to Lease”) (the Original Lease, as amended by the First Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease, the Addendum to Second Amendment Lease, the Third Amendment to Lease, the Addendum to Third Amendment to Lease, the Fourth Amendment to Lease, the Addendum to Fourth Amendment to Lease, the Fifth Amendment to Lease, the Addendum to Fifth Amendment to Lease, the Sixth Amendment to Lease, the Addendum to Sixth Amendment to Lease and the Seventh Amendment to Lease, the “Lease”), for the reimbursement for improvements to all or any portion of the Premises (as defined in the Lease) paid by the School Corporation since the Premises have been owned by the Building Corporation and the extension of the ownership of the Premises by the Building Corporation beyond the current term in order to provide the School Corporation with the funds sufficient to pay all or a portion of the costs of the 2021 High School Campus Facility Improvement Project, as defined and described in the resolution adopted by the Board on March 9, 2021, and all costs related thereto; and

WHEREAS, pursuant to Indiana Code § 20-26-7-37, as amended, a public hearing must be held if the Board proposes to construct, repair or alter a school building at a cost of more than One Million Dollars (\$1,000,000) that would be financed by a lease agreement, issuing bonds, or any other available method; and

WHEREAS, pursuant to Indiana Code § 20-47-3-10, as amended, prior to the execution of a lease between a lessor corporation and a school corporation, a public hearing must be held giving all interested persons the right to be heard upon the necessity for the execution of such lease and

whether the rental provided for therein be paid to the lessor corporation is a fair and reasonable rental for the proposed building; and

WHEREAS, notice of a public hearing (1) to explain the potential value of the 2021 High School Campus Facility Improvement Project to the School Corporation and the community, and (2) upon the form of the proposed Eighth Amendment, was given by publication as required by law; and

WHEREAS, on the date hereof, a public hearing was conducted in accordance with Indiana Code §§ 20-26-7-37 and 20-47-3-9, each as amended, (1) to explain the potential value of the 2021 High School Campus Facility Improvement Project to the School Corporation and the community, and (2) regarding whether the execution of the Eighth Amendment is necessary and whether the rentals in the Eighth Amendment are fair and reasonable for the proposed facilities; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning each of the 2021 High School Campus Facility Improvement Project and the Eighth Amendment; and

WHEREAS, the Board has considered the testimony and other evidence presented at the public hearing; and

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens for the purpose of financing all or any portion of the 2021 High School Campus Facility Improvement Project to extend the term of the ownership of all or any portion of the Premises by the Building Corporation, and enter into the Eighth Amendment with the Building Corporation, as lessor, for all of the Premises, in order to better serve the residents of the School Corporation, by allowing the Building Corporation to issue first mortgage bonds in one or more series to fund all or any portion of the 2021 High School Campus Facility Improvement Project in an original aggregate principal amount not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000) (the “2021 Bonds”).

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

Section 1. Providing for the 2021 High School Campus Facility Improvement Project is in the public interest, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all the agencies of the federal, state and local governments.

Section 2. The drawings, plans and specifications and estimates for all of the cost of the 2021 High School Campus Facility Improvement Project, including, but not limited to, all costs of acquisition and construction associated with the 2021 High School Campus Facility Improvement Project, provide for necessary facilities for the School Corporation and the same are hereby approved.

Section 3. The proposed Eighth Amendment, as described in the notice of public hearing, be, and hereby is, confirmed in accordance with Indiana Code § 20-47-3-10(b), as amended, and provides for a fair and reasonable rental of all or a portion of the Premises with an increased term

not to exceed twenty-two (22) years from the date the first series of the 2021 Bonds are issued, with an additional annual lease rental not to exceed Two Million Dollars (\$2,000,000), and further, the execution of the Eighth Amendment is necessary and wise. As a result of this additional lease rental payment, a decrease in the other payments being made by the School Corporation from its debt service fund and the current net assessed value of the School Corporation, there is anticipated to be no incremental increase over the School Corporation's 2021 pay 2022 non-exempt debt service fund tax rate. The estimated completion date of the 2021 High School Campus Facility Improvement Project is estimated to be no later than December 31, 2022.

Section 4. The President of the Board is authorized and directed to initial and date a copy of the proposed Eighth Amendment and to place the same in the record book immediately following the minutes of this meeting, and further, the Eighth Amendment is hereby made a part of this Resolution as fully as if the same were set forth herein.

Section 5. Any officer of the Board is authorized and directed to execute the Eighth Amendment, in the name and on behalf of the School Corporation, and the Secretary of the Board, or any other officer of the Board, is hereby authorized and directed to attest such execution of the Eighth Amendment.

Section 6. Each of the Secretary of the Board, or any other officer of the School Corporation, the Superintendent of the School Corporation (the "Superintendent") and the Chief Financial Officer of the School Corporation (the "Chief Financial Officer"), be, and hereby is, authorized and directed, on behalf of the School Corporation to publish notice of the execution of the Eighth Amendment in accordance with Indiana Code § 20-47-3-11(a), as amended.

Section 7. An annual tax levy shall be authorized in each year during the term of the Eighth Amendment to provide the necessary funds with which to pay the rent under the Eighth Amendment.

Section 8. The issuance, sale and delivery by the Building Corporation of the 2021 Bonds pursuant to the applicable laws of the State of Indiana, with a maximum term not to exceed twenty (20) years, and in an aggregate original principal amount not to exceed \$5,500,000, is hereby approved.

Section 9. Upon the repayment or prepayment by the School Corporation of all of the outstanding principal amount of the Bonds (as defined in the Lease), the School Corporation, as lessee, will accept from the Building Corporation title to the Premises, including any addition thereto, free and clear of any and all liens and encumbrances thereon except as otherwise permitted by the Eighth Amendment.

Section 10. The Building Corporation may issue, sell and deliver such 2021 Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of the 2021 Bonds and the 2021 High School Campus Facility Improvement Project.

Section 11. The Board hereby approves the extension of the ownership of the Premises by the Building Corporation upon payment by the Building Corporation to the School Corporation of the proceeds of the 2021 Bonds received by the Building Corporation.

Section 12. Any member of the Board, officer of the School Corporation or the Superintendent or Chief Financial Officer be, and hereby is, authorized and directed to take any action and execute any documents, agreements and certificates as such member or officer deems necessary and desirable to effectuate the foregoing resolutions, and any such actions, documents, agreements and certificates heretofore taken or executed, including, but not limited to, publication of the notices of the public hearing on the Eighth Amendment, be, and hereby are, ratified and approved. In addition, the Superintendent and the Chief Financial Officer, each as an Authorized Representative of the Building Corporation, may approve change orders prior to seeking formal approval of such change orders from the Board; provided, however, such change orders shall be subsequently presented to the Board for its approval.

This Resolution hereby is ADOPTED by the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, this 13th day of April, 2021.

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

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

**APPROPRIATION RESOLUTION OF THE
BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY
SCHOOL CORPORATION, ELKHART COUNTY, INDIANA**

(2021 HIGH SCHOOL CAMPUS FACILITY IMPROVEMENT PROJECT)

WHEREAS, the Elkhart Community School Corporation, Elkhart County, Indiana (the “School Corporation”), exists and operates under the provisions of Indiana Code 20-26-1, as amended from time to time (the “Act”); and

WHEREAS, the School Corporation, as lessee, previously entered into a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended and supplemented by an Addendum to Lease, dated as of May 5, 1998 (the “Addendum to Lease”), a First Amendment to Lease, dated as of October 1, 2003 (the “First Amendment to Lease”), a Second Amendment to Lease, dated as of April 23, 2013 (the “Second Amendment to Lease”), an Addendum to Second Amendment to Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment to Lease”), a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment to Lease”), an Addendum to Third Amendment to Lease, dated as of December 1, 2018 (the “Addendum to Third Amendment to Lease”), a Fourth Amendment to Lease, dated as of April 9, 2019 (the “Fourth Amendment to Lease”), an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (the “Addendum to Fourth Amendment to Lease”), a Fifth Amendment to Lease, anticipated to be dated as of March 24, 2020 (the “Fifth Amendment to Lease”), an Addendum to Fifth Amendment to Lease, dated as of May 15, 2020 (the “Addendum to Fifth Amendment to Lease”), a Sixth Amendment to Lease, dated as of March 24, 2020 (the “Sixth Amendment to Lease”), an Addendum to Sixth Amendment to Lease, dated as of October 15, 2020 (the “Addendum to Sixth Amendment to Lease”), and a Seventh Amendment to Lease, dated as of October 15, 2020 (the “Seventh Amendment to Lease”) (the Original Lease, as amended by the First Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease, the Addendum to Second Amendment Lease, the Third Amendment to Lease, the Addendum to Third Amendment to Lease, the Fourth Amendment to Lease, the Addendum to Fourth Amendment to Lease, the Fifth Amendment to Lease, the Addendum to Fifth Amendment to Lease, the Sixth Amendment to Lease, the Addendum to Sixth Amendment to Lease and the Seventh Amendment to Lease, the “Lease”), each with the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Code 23-17, as amended (the “Building Corporation”), as lessor, pursuant to Indiana Code 20-47-3, as amended, and Indiana Code 20-47-4, as amended; and

WHEREAS, the School Corporation, as lessee, has been authorized to enter into an eighth amendment to the Lease (the “Eighth Amendment to Lease”), with the Building Corporation, in order to allow the Building Corporation to issue first mortgage bonds to fund all or any portion of (i) the costs of issuing such bonds, and (ii)(a) the reimbursement to the School Corporation for costs of improvements to the premises subject to the Lease (the “Premises”) previously incurred by the School Corporation following the date the Premises were acquired by the Building Corporation and (b) the payment to the School Corporation for an extension of the ownership of the Premises by the Building Corporation through the term set forth in the Eighth Amendment to Lease (clauses (a) and (b), collectively, the “School Corporation Payments”), all of which School Corporation Payments will be used by the School Corporation to pay for all or a portion of the costs of the 2021 High School Campus Facility Improvement Project (as defined in the resolution

adopted by the Board of School Trustees of the School Corporation (the “Board”) on March 9, 2021), and the costs of issuing such first mortgage bonds not paid by the Building Corporation, in an original aggregate principal amount not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000) (the “2021 Bonds”); and

WHEREAS, the School Corporation intends to use the money it receives from the School Corporation Payments, if any, to pay for (a) 2021 High School Campus Facility Improvement Project, and (b) costs of issuance of the 2021 Bonds not paid by the Building Corporation (clauses (a) and (b), collectively, the “2021 School Corporation Project”); and

WHEREAS, the costs of the 2021 School Corporation Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2021 School Corporation Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2021 School Corporation Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired or retained for the 2021 School Corporation Project; and

WHEREAS, the Board has found that there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the portion of the 2021 School Corporation Project and has heretofore authorized the Building Corporation to issue its 2021 Bonds; and

WHEREAS, notice of a hearing on said appropriation has been duly given by publication and posting as required by law, and the hearing on said appropriation has been held, at which all taxpayers had an opportunity to appear and express their views as to such appropriation.

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

SECTION 1. There is hereby appropriated a sum not to exceed Five Million Five Hundred Seventy-Five Thousand Dollars (\$5,575,000) out of the proceeds of the 2021 Bonds received by the School Corporation from the Building Corporation as the School Corporation Payments, together with all investment earnings thereon. The School Corporation shall use such funds for the purpose of paying for all or a portion of the costs of the 2021 School Corporation Project.

SECTION 2. Each such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the 2021 School Corporation Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

SECTION 3. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the fiscal officer of the School Corporation, who shall report the appropriation to the State of Indiana Department of Local Government Finance.

SECTION 4. The President, Vice President, any other officer or member of the Board, the Superintendent of the School Corporation or the Chief Financial Officer of the School Corporation are hereby authorized to take any and all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof and any and all actions previously taken, or documents previously executed, in connection with the transactions contemplated by this resolution, including but not limited to, publication of the notice of the public hearing held in connection with this appropriation, be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 13th day of April, 2021.

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

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

Funding for this project will come from the bonds for the Elkhart High School Master Campus Plan bond.



WLD

Anthony J. Giansi

Chief Operating Officer

encl





Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

April 7, 2021

Mr. Tony Gianesi
Elkhart Community School Corporation
2720 California Rd
Elkhart, IN 46514

RE: Elkhart High School Master Campus Plan– Review of Bids

Dear Mr. Gianesi:

We reviewed the Itemized Proposals of the three Bidders on the Elkhart High School Master Campus Plan project. A full examination of the bid documents was completed to ensure that the required affidavits, certifications, bonds, and other necessary documentation had been included. A Certified Bid Tabulation form of the project is attached to this letter.

Based on the above information, it is our engineering opinion that Niblock Excavating, Inc., has submitted the lowest responsive Bid.

Therefore, it is our engineering recommendation that the Elkhart Community School Corporation should approve the bid of and award Project: Elkhart High School Master Campus Plan, to Niblock Excavating, Inc., for the Base Bid for the contract amount of \$2,127,547.05 and selected Alternates 1-4, and 8, for a contract amount of \$725,614.40, totaling a contract amount of \$2,853,161.45.

Should you have any questions or concerns please contact me at (574) 232-4388 or by email at acunningham@jpr1source.com.

Sincerely,

Andrew Cunningham, PLA
acunningham@jpr1source.com
574-232-4388
G:\2020 Projects\2020-0004\Bidding

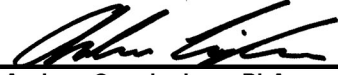
ELKHART COMMUNITY SCHOOL CORPORATION
BID TABULATION
ELKHART HIGH SCHOOL MASTER CAMPUS PLAN
April 7, 2021

ELKHART HIGH SCHOOL MASTER CAMPUS PLAN				ENGINEER'S ESTIMATE	MILESTONE CONTRACTORS NORTH, INC.	HRP CONSTRUCTION, INC.	NIBLOCK EXCAVATING
No.	Description	Quantity	Unit	Amount	Amount	Amount	Amount
1	TOTAL BASE BID	1	LS	\$3,471,433.50	\$2,381,025.00	\$2,884,000.00	\$2,127,547.05
ESTIMATED TOTAL COST ESTIMATE - BASE BID				\$3,471,433.50	\$2,381,025.00	\$2,884,000.00	\$2,127,547.05

ALTERNATES

1	ASPHALT MILL AND RESURFACE SOUTH PARKING LOT	1	LS	\$123,680.00	\$60,150.00	\$58,000.00	\$53,924.00
2	REMOVE AND REPLACE ASPHALT PAVEMENT AND STRIPING IN PARKING LOT NORTH OF ETI CENTER	1	LS	\$209,991.00	\$157,595.00	\$177,000.00	\$109,152.30
3	REMOVE AND REPLACE ASPHALT PAVEMENT AND STRIPING IN PARKING LOT NORTH OF THE ELKHART CAREER CENTER	1	LS	\$661,342.50	\$374,675.00	\$458,000.00	\$279,897.80
4	ASPHALT MILL AND RESURFACE WEST PARKING LOT	1	LS	\$473,750.00	\$215,905.00	\$213,870.00	\$275,140.30
5	REPLACE PROPOSED (10) BUS PARKING FLOOD LIGHTS W/ RELOCATED SOFTBALL FIELD SPORT LIGHTING ON NEW FOUNDATIONS	1	LS	N/A	-\$24,000.00	-\$23,000.00	\$0.00
6	IF ALTERNATE 5 IS SELECTED, UPGRADE REPURPOSED SPORTS LIGHTING FIXTURE TO BE LED FIXTURES	1	LS	N/A	\$61,000.00	\$62,000.00	\$56,000.00
7	GRIND AND REMOVE PAVEMENT STRIPING FOR ALL AREAS OF PARKING LOT	1	LS	N/A	\$5,000.00	\$1,250.00	\$1,350.00
8	PRIORITY FOR BUS PARKING DROP-OFF & PICKUP PARKING LOT AND BAND PRACTICE AREA (NORTHERN HALF OF THE WEST PARKING LOT) TO BE COMPLETED BY JULY 31. ALL OTHER PAVING AREAS TO BE COMPLETED BY OCTOBER 1.	1	LS	N/A	\$6,500.00	\$0.00	\$7,500.00
ESTIMATED TOTAL COST ESTIMATE - ALTERNATES				\$1,468,763.50	\$856,825.00	\$947,120.00	\$782,964.40
ESTIMATED TOTAL COST ESTIMATE - BASE BID				\$4,940,197.00	\$3,237,850.00	\$3,831,120.00	\$2,910,511.45

I hereby certify to the best of my knowledge, that the bid tabulation presented is a



4/7/2021

Andrew Cunningham, PLA

G:\2020 Projects\2020-0004\Bidding

