# AGENDA FOR BOARD OF SCHOOL TRUSTEES REGULAR MEETING

# Elkhart Community Schools Elkhart, Indiana

# February 23, 2021

# CALENDAR

Feb	23	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Feb	23	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Feb	23	immediately following	Executive Session, J.C. Rice Educational Services Center
Feb	25	8:00 a.m.	Executive Session, J.C. Rice Educational Services Center
Feb	25	12:00 noon	Board Retreat/Public Work Session, J.C. Rice Ed. Services Center
Feb	26	8:00 a.m.	Board Retreat/Public Work Session, J.C. Rice Ed. Services Center
Mar	9	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Mar	9	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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- A. CALL TO ORDER
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. CONSENT ITEMS:

Minutes – February 9, 2021 – Public Work Session Minutes – February 9, 2021 – Regular Board Meeting Claims Gift Acceptance Fundraisers Grants Overnight Trip Requests Conference Leave Requests Personnel Report

E. NEW BUSINESS

<u>Board Policy 2210 – Curriculum Development</u> – The administration presents proposed revisions to Board Policy 2210 – Curriculum Development, for initial consideration.

<u>Board Policy 3160ACS – Fitness for Duty Examination</u> – The administration presents proposed revisions to Board Policy 3160ACS – Fitness for Duty Examination, for initial consideration.

<u>Board Policy 3422S – Wages and Benefits for Support Staff</u> – The administration presents proposed revisions to Board Policy 3422S - Wages and Benefits for Support Staff, for initial consideration.

<u>Board Policy 3432 – Support Staff Absences</u> – The administration presents proposed revisions to Board Policy 3432 - Support Staff Absences, for initial consideration.

<u>Board Policy 5780 – Parents Rights and Responsibilities (Custodial and Noncustodial</u> – The administration presents proposed revisions to Board Policy 5780 - Parents Rights and Responsibilities (Custodial and Non-custodial), for initial consideration.

<u>Resolution</u> – The administration seeks Board adoption of a Resolution Requesting Governor Holcomb Prioritize Teachers and School District Employees.

<u>Resolution</u> – The administration seeks Board adoption of a Joint Resolution between Elkhart Teachers Association and Elkhart Community Schools in Opposition to HB 1005.

<u>School Service Agreement – Elkhart Community School and The Crossing</u> – The administration requests authorization to enter into an Agreement between Elkhart Community Schools and the Crossing National, Inc.

<u>2021 Board Meeting Schedule</u> – The administration presents proposed revisions to the Board of School Trustees meeting schedule for 2021.

Financial Report – January 1, 2021 – January 31, 2021

Monthly Insurance Update

Recommendation to Modify Reentry Plan to Return to School

<u>2020-2021</u> School Calendar -The administration presents additional revisions to the 2020-2021 School Calendar and asks to waive second reading.

F. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

G. ADJOURNMENT

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

# Elkhart Community Schools Elkhart, Indiana

# February 9, 2021

J.C. Rice Educational 5:30 p.m.	Services Center,	2720 Ca	ifornia Road, Elkhart – at	Place/Time
Board Members Present:	Roscoe L. Enfiel Dacey S. Davis Susan C. Daiber		Babette S. Boling Kellie L. Mullins Troy E. Scott Douglas K. Weaver	Roll Call
ECS Staff Present:	Steve Thalheim	er	Doug Thorne	
	led for February	25 and 26	al topics for the upcoming 5; and potential changes to sessions.	Topics Discussed
The Board discussed a	agenda items for t	the regula	r meeting.	
The meeting adjourn	ed at approximat	ely 6:40 p	o.m.	Adjournment
APPROVED:				<b>_</b>
				Signatures
Roscoe L. Enfield, Jr	., President	Babette	S. Boling, Member	
Dacey S. Davis, Vice	President	Kellie L.	Mullins, Member	
Susan C. Daiber, Se	cretary	Troy E. S	Scott, Member	
		Douglas	K. Weaver, Member	

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

# Elkhart Community Schools Elkhart, Indiana

# February 9, 2021

J.C. Rice Educational S 7:00 p.m.	Services Center, 2720 Ca	lifornia Road, Elkhart – at	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 Rock School Trustees to orc		lar meeting of the Board of	Call to Order
Board secretary, Susa	an Daiber, recited the Elk	hart Promise.	The Elkhart Promise
Mr. Enfield discussed t	the invitation to speak pro	otocol.	
By unanimous action,	the Board approved the	following consent items:	Consent Items
	– January 26, 2021 – Pu – January 26, 2021 – Re		Minutes
	claims totaling \$8,631,8 21, claims listing. (Codi	807.78 as shown on the fied File 2021-107)	Payment of Claims
(ECS): Donation David & Brend High School ( Henschen Oil, the EACC for Expedition from for the autom	ons of \$500 from Mane la Blisk to purchase new EHS) bands, choirs and Inc. to Mrs. Murray's C testing and specialty c m MORyde International	khart Community Schools Nutrition and \$500 from music apparel for Elkhart orchestras; \$1,000 from cosmetology II program at ertifications; a 1998 Ford (donor valued at \$1,100) ACC; and 39 hand knitted n to students in need.	Gift Acceptance
Proposed school (Codified File 2	ol fundraisers in accordai 2021-108)	nce with Board policy.	Fundraisers

Overnight Trips: confirmed the following overnight trip requests: EHS wrestlers to travel to Fort Wayne on February 12 and 13 for semi-state competition and to Indianapolis on February 18 - 20 for state competition.	Overnight Trip Requests
Conference Leave Requests. (Codified File 2021-109)	Conference Leave Requests
	Personnel Report
Employment of certified staff member Traci Henn, special education at Private Schools for the 2020-2021 school year, effective 2/22/21.	Certified Employment
Retirement of the following two (2) certified staff members, effective 6/2/21, with years of service in parenthesis: Patricia Pletcher - business at EHS East (40) Alyce Saal-Buszkiewicz - interventions at Daly (32)	Certified Retirement
Resignation of the following two (2) certified staff members, effective on dates indicated: Sarah Flagg – counselor at EHS East, 2/26/21 Mariann Zmudzinski – grade 1 at Daly, 6/21/21	Certified Resignation
Employment of the following two (2) classified employees, effective on dates indicated: Carmen Macon - parent/comm liaison at Roosevelt, 2/8/21 Michael McMahon - paraprofessional at Riverview, 2/1/21	Classified Employment
Resignation of the following four (4) classified employees, effective on dates indicated: Tunisia Calhoun - bus driver at Transportation, 2/25/21 Letha Marshall - paraprofessional at Eastwood, 1/29/21 Amber Smith- paraprofessional at Beardsley, 1/22/21 Pauletta Turnpin - food service at Hawthorne, 2/2/21	Classified Resignations
Retirement of classified employee Paul Albrecht, custodian at Cleveland, effective 2/5/21, with 10 years of service.	Classified Retirement
Leave extensions for the following four (4) classified employees, for dates indicated: Debra Ball - permanent substitute at Roosevelt, beginning 2/1/21 and ending 2/19/21 Jocelyn Gordon - food service at EHS West, beginning 1/19/21 and ending 2/19/21 Tonci Haynes - food service at EHS East, beginning 2/1/21 and ending 3/2/21 Vicky Kraus - technical assistant at EHS East, beginning 2/1/21 and ending 3/31/21	Classified Leaves

Leave for classified employee Brandon Fossett, bus helper at Transportation, beginning 2/12/21 and ending 3/26/21.	
Revision to leave for classified employee Cleve Shirley, bus driver at Transportation and food service at West Side, beginning 1/4/21 and ending 1/29/21.	Revision to Leave
Revision to retirement date for classified employee Theresa Maier, parent support coordinator at Woodland, effective 1/29/21.	Revision to Retirement
By unanimous action, the Board approved proposed revisions and waived second reading to Board Policy 3422.07S – Executive Assistants Salary Schedule. Doug Thorne, chief of staff/legal counsel, noted the revision brings the bereavement portion of the policy in line with others.	Board Policy 3422.07S
The Board reviewed proposed revisions to Administrative Regulation GDBA-10 – Miscellaneous Pay Position Schedule. Mr. Thorne stated the revisions adjusted food service sub and food service sub driver pay in line with recent wage adjustments.	Administrative Regulation GDBA-10
The Board reviewed two proposed new course offerings for the 2021- 2022 school year as presented by Brad Sheppard, assistant superintendent of instruction - Unified Music and Music & Movement. EHS currently has a gap in music course offerings for students with special needs. The Music & Movement course will allow students with and without disabilities to work together to experience music. Unified Music is a course that will provide musical performance experiences for students with special needs through peer mentorship. Both courses will be taught by Tracey Weirich. (Codified File 2021-110)	New Course Offerings
By unanimous action, the Board approved proposed revisions and waived second reading to the 2020-2021 School Calendar and the 2020-2021 School Calendar for Elkhart Area Career Center Students. Dr. Sheppard noted an additional change on April 23, being an eLearning day. (Codified File 2021-111)	2020-2021 Calendars
The Board received an energy report by Todd Dowiat, energy and risk management specialist. Mr. Dowiat presented cost avoidance for 2020 by month; cost avoidance for the life of the program \$14,760,086; discussed the actual utility cost and rates; and continued LED lighting projects.	Energy Update Report
Superintendent Thalheimer discussed HB 1005, voucher programs and Education Saving Accounts.	From the Superintendent
Board member Susan Daiber reported report on attending State Day virtually with Mr. Enfield and Superintendent Thalheimer.	From the Board
Board member Doug Weaver continued the discussion on issues at the State level including vouchers and effects on the community.	From the Board

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

APPROVED:

Roscoe L. Enfield, Jr., President

Adjournment

Signatures

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



#### STUDENT SERVICES PHONE: 574-262-5540

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

TO: Dr. Steven Thalheimer Board of School Trustees

FROM: Sarita Stevens, Assistant Superintendent of Student Services

DATE: February 3, 2021

We recently received the donations listed below for distribution to our students and staff.

# Harvey Browman 70935 Montezuma Trl Nappanee IN 46550

Mr. Brow collected approximately 90 pairs of mittens and gloves to be distributed to our students.

MCC Great Lakes ATTN: Kelly Shenk Koontz Program Director 1013 Division St Goshen, IN 46526

MCC Great Lakes donated an additional 5000 washable, cloth masks for distribution to our students and staff. These are in addition to the 17,000 masks they donated previously.



ELKHART HIGH SCHOOL WEST 2608 California Road • Elkhart, IN 46514 Phone: 574-262-5600

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

DATE: February 3, 2021

TO: Dr. Steve Thalheimer Board of School Trustees

FROM: Cary Anderson, Principal UX Kyle Weirich, Music Coordinator

RE: Donation Approval

Elkhart High School received a donation of \$750.00 from Robert & Kelly Berheide. The donation is in support of the fundraising campaign to purchase new music apparel for Elkhart High School Bands, Choirs, and Orchestras.

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:

Robert & Kelly Berheide 3719 Oak Ridge Dr. Elkhart, IN 46517

Thank you for considering this request.

# WHERE LEARNING HAS NO LIMITS



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

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

DATE: February 3, 2021

- TO: Dr. Steve Thalheimer Board of School Trustees
- FROM: Cary Anderson, Principal Kyle Weirich, Music Coordinator
- RE: Donation Approval

Elkhart High School received a donation of \$500.00 from Chad & Nikki Gernand. The donation is in support of the fundraising campaign to purchase new music apparel for Elkhart High School Bands, Choirs, and Orchestras.

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:

Chad & Nikki Gernand 52905 Wildflower Ln. Elkhart, IN 46514

Thank you for considering this request.



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

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

DATE: February 17, 2021

- TO: Dr. Steve Thalheimer Board of School Trustees
- FROM: Cary Anderson, Principal CA Kyle Weirich, Music Coordinator
- RE: Donation Approval

Elkhart High School received a donation of \$500.00 from Brian & Lauri Smith. The donation is in support of the fundraising campaign to purchase new music apparel for Elkhart High School Bands, Choirs, and Orchestras.

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:

Brian & Lauri Smith 54631 CR 131 Bristol, IN 46507

Thank you for considering this request.



# **INTERNAL MEMO**

To:Dr. Steve ThalheimerFrom:Dr. Bradley SheppardStateStat

DATE: JANUARY 16, 2021

# GIFT APPROVAL - MUSIC DEPARTMENT

Kathy Stump has offered to donate one (1) Conn Student Clarinet (serial number E47154-1) 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 \$100.00.

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:

Kathy Stump 1922 N. Striped Maple Lane Elkhart IN 46514



## **ELKHART COMMUNITY SCHOOLS**

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

- TO: BOARD OF SCHOOL TRUSTEES SUPERINTENDENT STEVE THALHEIMER
- FROM: SUSAN OTT
- DATE: FEBRUARY 12, 2021

#### SUBJECT: GIFT ACCEPTANCE - CORRECTION

The donation below, made in December, 2020, to Elkhart Community Schools was for the Athletic Renovation and Improvement Fund.

It was incorrectly identified as a donation to the ETI Building Fund at the January 26th Board meeting:

Lippert Components Attn: Michilah Grimes 3501 CR 6 East Elkhart, IN 46514 \$25,000

# WHERE LEARNING HAS NO LIMITS

	February 23, 2021, Mee	eting of Board of	School Trustees	
School/Organiz ation	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Elkhart High School - Cheerleading	Cheerleaders will be collecting sponsorships from local businesses. Proceeds will be used for competition fees for our Nationals team.	2/27/2021 - 3/31/2021	2/18/2021	Haley Warstler
Elkhart High School - Baseball	Players will be selling discount cards for local restaurants and businesses. Funds will be used to purchase apparel for players to utilize during the season.	3/20/2021 - 3/27/2021	2/18/2021	Scott Rost
	Please note the following fundraisers are presented for confirmation only.			
			<u> </u>	

What is theWhat is thetitle of thename of thegrant?grantingagency/entity?	Please list school/entity applying.	Individual/ contact applying for the grant?	What is the amount applied for?	and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.	What is the grant submission deadline?
Student Success Grant Foundation	Cambria Neely	Cambria Neely	\$2,000	Between January 2013 and April 2014, thirty-six school-based yoga programs were discovered across 940 schools in the United	The benefits children gain from school-based yoga in academic performance as well as emotionally, socially and mentally will be embedded in their schema for a lifetime. This will increase their self-awareness, access their inner resources and self-regulate beyond the classroom while having fun!	ESTIMATED EXPENSES Grant is for \$2,000 and I will pay anything over Registration: \$1,500.00 Lodging: \$500.00 Meals: \$300.00 Materials: \$285.00 Other Transportation (Flight, taxi, parking) \$425.00 TOTAL: \$3,010.00	2/1/2020

What is the	What is the	Please list	Individual/	What is the	How will the grant funds be used	Please explain how the grant funds will be	Please outline the grant budget for	What is the
title of the	name of the	school/entity	contact applying	amount	and who will oversee the	used to support the district vision, focus, and	the funds requested.	grant submission
grant?	granting	applying.	for the grant?	applied for?	management of the grant?	goals.		deadline?
	agency/							
	entity?							

In addition, "yoga has been recommended as a great supplement to current physical activities at schools because it emphasizes individual abilities rather than competition, making it attractive to all children, including those with physical limitations and lack of involvement in organized sports"(3). My goal is to create a school-based yoga program inside my second grade classroom that would provide support for academic, social, emotional and sociological needs, unify the students in the classroom, enhance current and future academic performance and equip students with the abilities to amount to challenges at school and in life. These goals will be measured based off of grade improvement, changes in the amount of behavioral referrals, students ability to problem solve and surveys as filled out by students and parents.

Looking specifically at the Indiana State Standards for Health and Wellness, initiating a yoga program in the classroom can address the following: 1. comprehending concepts related to health promotion and disease prevention to enhance health, 2. analyzing the influence of family, peers, culture, media, technology and other factors on health behaviors, 4. demonstrating the ability to use interpersonal communication skills to enhance health and avoid or reduce health risks, 5. demonstrating the ability to use decision-making skills to enhance health, 6. demonstrating the ability to practice health-index, such as a variety of subjects into yoga lesson plans as well as other benefits a school-based yoga program can have, such as increases in their academic performance school-wide, it is possible standards in every subject in the current grade and in the future will be positively impacted.

2. Student Need for Yoga in the Classroom

From kindergarten to second grade, students are learning foundational skills to their education. But, "when children are anxious, stressed, distracted or unbalanced it is nearly impossible for them to learn. A calm and present state of mind is a prerequisite for children to be psychologically and physiologically ready for learning"(2). School-based yoga is an outlet for students to develop grounding and mindfulness skills inside the classroom, which prepares them for a successful learning experience. A number of positive effects have been revealed through school-based yoga studies in areas such as mental health, behavior and performance(4). Performance-based improvements included increased time on task/self regulation, decreased behavioral referrals, improved feelings of community, improved auditory comprehension, smoother transitions and improved reflection in writing(4). School-based yoga is also a pathway for creative endeavors, which is recognized through STEAM as an integral component of innovation that prepares students for the workplace(5). STEAM focuses on adaptability in the changing world through 21st century skills of collaboration, creativity, critical thinking and communication. Integrating yoga into the classroom will help students to "cultivate a set of mental skills central to the aims of education in the 21st century"(2).

Implementing school-based yoga also requires an understanding and sensitivity of student needs outside of academics, including the sociological and emotional needs prevalent in the classroom today as well as the countless situations and developmental challenges children face which pose a negative effect on their life(2).

The list of issues facing today's educators and students is daunting. But genuinely effective schools—those that prepare students not only to pass tests at school but also to pass the tests of life—are finding that social–emotional competence and academic achievement are interwoven and that integrated, coordinated instruction in both areas maximizes students' potential to succeed in school and throughout their lives(6).

These challenges students face can be stressful, uncertain and emotionally demanding. Excessive stress can damage the developing brain and lead to lifelong health, behavior and learning problems(2). School-based yoga can also serve as a large-scale preventative against early risk factors for psychological and physical health problems as "the majority of psychiatric disorders have onsets during childhood or adolescence and that more than one-third of US children are considered overweight or obese"(1). Having an activity in the classroom to help with skills such as emotional intelligence, self regulation, coping and physical health can greatly influence their overall well-being. It can also be used as a way to bring a class together. A classroom teacher involved in a research study where a school-based yoga program had been established found "yoga in my classroom creates a sense of community. They are more of a unified group. Something about yoga brings the students together, almost like team building"(4). Yoga is a great way to reduce stress, increase self-regulation, improve focus and sustain the attention necessary for learning(2). 3. School-based Yoga Activities

Following certification, school-based yoga sessions will provide students with mixes of brain-boosting movements, breathing exercises and visualization activities, which "help children develop resilience, positive perceptions, good health habits and mindful awareness"(2). Existing school-based yoga programs often incorporate didactic elements, such as ethics, philosophy or psychology lessons(1). YogaEd provides an example of school-based yoga lesson plan that incorporates a STEM focus. In this lesson, to help students understand their body systems, it uses yoga to focus on our biological response to fight or flight. Students choose and perform yoga poses as a team to represent the five basic steps of fight or flight and reflect on how yoga can communicate literal or abstract ideas, even an internal response like fight or flight(5). Lesson plans similar to this challenge students to work with a growth mindset and understand yoga is a valuable tool for learning and advancement. It also provides opportunities to share ideas and inspire deeper conversations and understandings of topics from new perspectives while exploring and reflecting on differences.

Lessons can also focus on topics that promote "wellness, positive psychology and character-building discussion points, such as the power of positive thinking, nutrition, and being a peacemaker, [which] address the child's physical, social and emotional needs, while improving learning-readiness"(2). With Take 5 Breathing, students use their hand as a breathing guide which requires focus and provides sensory feedback to our brains, so when overwhelmed can help slow the heart rate and bring the body back into balance(7). Yoga Poses and Body Shape Cards is an activity great for developing balance, spatial and body awareness and body control. Students are shown a pose and are asked to replicate the figure. While this activity presents a fun challenge for students, it also requires concentration and problem solving(7).

These and other-like activities will help achieve my goals for a school-based yoga program because it promotes students' abilities in coping and mindfulness, the practice of stilling thoughts and focusing attention, which addresses providing support for academic, social, emotional and sociological needs. It presents opportunities to bring students together by working together as a team, unifying the classroom. It is an outlet to teach subjects by allowing literal and abstract concepts which promote critical thinking and problem solving taught in relation to the body, which will enhance current and future academic performance as well as the classroom experience. With all of these goals fulfilled, students are able to learn valuable lessons that they can take with them into the future because of the positive results in areas such as mental health, behavior and performance, in turn, equipping students with the abilities to amount to challenges at school and in life(4).

4. Future

Once established, school-based yoga can continue to be taught for years and have positive impacts both academically and mentally for current and future students. School-based yoga provides a new interpretation and perspective on education. Long-term teaching strategies can incorporate a new method of presenting information as we continue to adapt to the changing times of the 21st century. *(continued below)* 

What is the	What is the	Please list	Individual/	What is the	How will the grant funds be used	Please explain how the grant funds will be	Please outline the grant budget for	What is the
title of the	name of the	school/entity	contact applying	amount	and who will oversee the	used to support the district vision, focus, and	the funds requested.	grant submission
grant?	granting	applying.	for the grant?	applied for?	management of the grant?	goals.		deadline?
	agency/ entity?							
will also benefit the with sense of teac The positive result most effective lear 1. Butzer B., Ebert 2. Ebert, M. (2015 3. Chen, D. D., & F	hat effective [social—er e future of the working hing efficacy. In additio s that have already be ning environment for a M., Telles S., Khalsa , March 30). Yoga in th Pauwels, L. (2014). Pe	teacher. A research study n, perceived stress relate en discovered by other sc Il current and future stude S.B.S. School-based yoga e Classroom. Retrieved fr rceived Benefits of Incorpo	examined how social-em d to workload and sense o hools with a yoga program nts a programs in the United S om https://greenteacher.co orating Yoga into Classroo	otional learning and c f teaching efficacy we as well as the benefi tates: A survey. Adv. pm/yoga-in-the-classr m Teaching: Assessn	imate in schools affected the teachers' sense re directly related to sense of job satisfaction" is I expect to find in my own classroom can be Mind. Body. Med. 2015 pom/	s". Advances in Physical Education, 4, 138-148.	hat "perceived stress related to students' behavior v	vas negatively associated
4. School Yoga Re	esearch - Mindfulness S	Studies. (n.d.). Retrieved f	rom https://www.yogacalm	n.org/about/research/				
5. https://yogaed.c	om/resource/what-is-s	team, https://yogaed.com/	steam-lesson-science					
6. Zins, J. E., & Eli	ias, M. J. (2006). Socia	al and Emotional Learning.	In G. G. Bear & K. M. Mir	nke (Eds.), Children's	needs III: Development, prevention, and interv	vention (p. 1–13). National Association of School Psychologists	S.	
7. https://childhood	1101.com/take-5-breat	ning-exercise/, https://chilo	dhood101.com/yoga-poses	s-kids/				
8. Collie, R. J., Sh	apka, J. D., & Perry, N	. E. (2012). School climate	e and social–emotional lea	rning: Predicting teacl	ner stress, job satisfaction, and teaching effica	acy. Journal of Educational Psychology, 104(4), 1189–1204. ht	ttps://doi.org/10.1037/a0029356	
Applied in 2020 a	nd then Covid happe	ened.						

# ELKHART COMMUNITY SCHOOLS OVERNIGHT TRIP REQUEST

School:

Class/Group:

Number of Students:

Date/Time Departing:

**Date/Time Returning:** 

**Destination:** 

**Overnight facility:** 

Mode of transportation:

**Reason for trip:** 

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Names of chaperones:

Cost per student:

**Describe Plans for Raising Funds or Funding Source:** 

> Plans to defray costs for needy students:

Are needy students made aware of plans?

Signature of Teacher/Sponsor:

Signature of Principal:

Michille	Guipe	(head coach	$\left  \right $
	,	0	1

N/4 Ŋ 14 NIA Date: \*\*\*\*\* Send to Assistant Superintendent for Instruction for approval and for submission to **Board of School Trustees** 

Date: 2/10/21 **Approval of Assistant Superintendent: Approval by Board:** 

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

\* R. Thompson

ELKHART COMMUNITY SCHOOLS **OVERNIGHT TRIP REOUEST** School: Class/Group: Number of Students: 1 nuv= DM Œ Date/Time Departing: Ð Z uy be Date/Time Returning: rvum IV nUl  $\mathcal{L}\mathcal{U}$ **Destination:** State 144 ans 1110 111 nv Overnight Facility: W ľ N. Mode of Transportation: Reason for Trip: Names of Chaperones: Cost per Student: Describe Plans for Raising A N Funds or Funding Source: Plans to Defray Costs for Needy Students: Are Needy Students N Made Aware of Plans? Signature of Teacher/Sponsor: Date: c Signature of Principal: Send to Assistant Superintendent for Instruction for approval and for submission to the Board of Schoot Trustees. 1*0* C Date: Approval of Assistant Superintendent: Approved by Board: (All overnight trips require prior approval by Board Policy IICA.)

November 11, 2009

# ELKHART COMMUNITY SCHOOLS **OVERNIGHT TRIP REQUEST**

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School:	EHS West
Class/Group:	AFJROTL
Number of Students:	14
Date/Time Departing:	24 Feb 1600
Date/Time Returning:	26 Feb 0600
Destination:	1166 Dripping Ruck Rd. Molena GA
Overnight facility:	Gerald I. Lawhorn Scouting Base / enroviecall
Mode of transportation:	School Bus
<b>Reason for trip:</b>	For the All-Service Retional Raider
	Championship.
Names of chaperones:	Major J.G. Dorman
	SMSat Sims
Cost per student:	\$0 <sup>3</sup>
Describe Plans for Raising	A IS Press M Laber La
Funds or Funding Source:	Annual Snap Raise + Meat stick sales Most costs control by AFJROTCIAF Funds
Plans to defray costs for needy students:	MA
Are needy students	νιίν
made aware of plans?	
Signature of Teacher/Sponsor:	Jahr -
-	Villio Aria III 170
Signature of Principal:	Date: $M/Q/QQ$
Send to	Assistant Superintendent for Instruction for approval and for submission to
	Board of School Trustees
Approval of Assistant Sup	erintendent: Date:
Approval by Board:	
	(All overnight trips require prior approval by Board Policy IICA.)

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# ELKHART COMMUNITY SCHOOLS OVERNIGHT TRIP REQUEST

	OVERNIGHT TRIP REQUEST
School:	ELKHART HIGH SCHOOL
Class/Group:	AFSROTC DRILL/COLOR GUARD
Number of Students:	14
Date/Time Departing:	12 MAR 2020 5:00 pm
Date/Time Returning:	14 MAR 2020 5:00 pm
Destination:	DAYTON OHIO OH
Overnight facility:	Comfort Suites WRIGHT PATTERSON
Mode of transportation:	School Bus on 2 activity busses TBD
<b>Reason for trip:</b>	This is the regional Drill / COLOR GUARD
	competition of Techansch High School
	Near Wright Petteson AFB - This trip will also
	include time in the Air Force Museum
Names of chaperones:	SMSgt Scott Rutledge
	SM5, 32 SIMS OF MAJOR DORMAN
Cost per student:	O unless they want to purchase sourcen's on they ow
Describe Plans for Raising Funds or Funding Source:	Country Meets fundreiser and annual email fundreis
Plans to defray costs for needy students:	No cost
Are needy students made aware of plans?	yes .
Signature of Teacher/Sponsor:	fen
Signature of Principal:	Kellyblan Date: M[18/20
Send to 2	Assistant Superintendent for Instruction for approval and for submission to Board of School Trustees
Approval of Assistant Supe	R(1) = 1
Approval by Board:	
	(All overnight trips require prior approval by Board Policy IICA.)

sy ta

November 11, 2009

# ELKHART COMMUNITY SCHOOLS

## Elkhart, Indiana

DATE: February 18, 2021

TO: Dr. Steve Thalheimer, Superintendent

FROM: Dr. Bradley Sheppard Sudley Sheppard Conference Leave Requests

RE: February 23, 2021 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

2020 - 2021 CONFERENCES	EXPENSES	SUBSTITUTE
ILEARN FOR ADMINISTRATORS	\$150.00	\$0.00
This conference provides all of the information administrators need to prepare for, administer, and wrap up the state mandated testing sessions. This information will allow us to help building administrators and testing coordinators be prepared for ILEARN.		
Elkhart, Indiana (attendance is virtual)		
February 24, 2021 (0 day's absence)		
MELINDA HIGGINSON - ESC (1-0)	Education Fund	N/A
BRADLEY SHEPPARD - ESC (1-0)	Education Fund	N/A
SCHOOL NUTRITION SEMINAR	\$150.00	\$0.00
Obtain updates and best practices from State & School Community leaders. This info will be shared with peers and Administration. Elkhart, Indiana (attendance is virtual)		
February 25, 2021 (0 day's absence)		
VALERIE MOORE - ESC (0-0)	Operations Fund	N/A
	\$300.00	\$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	\$7,742.00	\$0.00
2021 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
GRAND TOTAL	\$77,170.35	\$5,795.00

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



# To:Dr. Steven ThalheimerFrom:Ms. Cheryl WaggonerDate:February 23, 2021

#### **PERSONNEL RECOMMENDATIONS**

#### CERTIFIED

- a. Agreement We recommend the approval of an agreement regarding unpaid time.
- b. **Retirement** We report the retirement of the following employee:

Marie Kidder	<b>Osolo/Physical Education</b>	28 Years of Service
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c. Maternity Leave – We recommend a maternity leave for the following employees:

Aubrey Neeser Begin: 3/8/21 Bristol/Art End: 4/16/21

Kaylee Traver Begin: 4/12/21 Hawthorne/Grade 4 End: 6/2/21

#### CLASSIFIED

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

Alicia Mendez Began: 12/15/20 **Bristol/Secretary** PE: 2/23/21

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

**Tammie Dickison** Began: 4/26/05 **North Side/Secretary** Retire: 6/3/21 16 Years of Service c. Unpaid Leave - We recommend an extension to unpaid leave for the following employees:

**Frances Eggink** Begin: 2/1/21

**Sonia Thomas** Begin: 2/5/21 West Side/Food Service End: 3/5/21

**Elkhart West/Food Service** End: 3/5/21

d. Unpaid Leave - We recommend an unpaid leave for the following employees:

**Patricia Robinson** Begin: 2/11/21

**Rebekah Schooley** Begin: 2/8/21 **Commissary/Food Service** End: 2/19/21

**Elkhart East/Roosevelt/Food Service** End: 3/12/21

e. **Death** – We regretfully report the death of the following employee:

**Dawn Hostetler** Deceased: 2/10/21 **Career Center/Paraprofessional** 9 Years of Service





Book	Policy Manual
Section	2000 Program
Title	PROPOSED REVISED CURRICULUM DEVELOPMENT
Code	po2210
Status	
Adopted	November 22, 2016
Last Reviewed	February 23, 2021

#### 2210 - CURRICULUM DEVELOPMENT

The Board of School Trustees recognizes its responsibility for the quality of the educational program in the schools. To this end, the curriculum, assessment, and instruction shall be aligned with Indiana Academic Standards. The design of the curriculum, the blueprint of the assessments, and the delivery of the instruction will be evaluated and adjusted as a function of an ongoing instructional cycle.

As educational <u>leader</u>leads of the Corporation, the Superintendent shall be responsible to the Board for the development and evaluation of curriculum and preparation of courses of study. S/He shall establish administrative guidelines for curriculum which ensure proper development, implementation, and evaluation.

For the purpose of this policy, curriculum refers to courses of study including content, processes, classes, and instructional materials. The use of additional resources, materials, technology, educational study trips, instructions activities and other organized activities shall be related to the accomplishment of the educational goals of the corporation.

Instructional Cycle Committees shall meet on a regular basis with the appropriate parent, teacher, and administrative representation. Instructional materials shall be selected in alignment with the academic standards currently in effect in the State of Indiana as adopted by the Indiana State Board of Education. The Superintendent shall be responsible for the development of guidelines for the selection of materials, revision of curriculum, administration of assessments, and delivery of instruction.

The Board directs the curricula:

- A. provide instruction in courses required by the Indiana Code and IDOE rules and regulations;
- B. be consistent with the District's expectations, philosophy, and goals;
- C. assure courses of study be coordinated effectively, thus eliminating unnecessary duplication and omissions;
- D. maximize the development of each student's potential;
- E. assure all students have access to the full curriculum;
- F. be supported by non-biased research relative to program efficacy; -and
- G. supports content literacy as defined by national content organizations;
- H. provide for all student to have equal opportunity to learn and equal access to quality, challenging programs; and
- I. <u>classroom materials, experiences, and resources reflect a multicultural society.</u> Course and curriculum content <u>should actively teach and promote such basic concepts of freedom, respect, equality, and individual rights and responsibility.</u>

The prescribed sequence of courses prerequisites shall be established by the Instructional Leadership Department, acting on the recommendation of the District-wide Instructional Cycle Committees.

Instruction shall adhere to the adopted curriculum.

The Superintendent shall make progress reports periodically to the Board.

The Superintendent may conduct innovative programs as are deemed to be necessary to the continuing growth of the instructional program. The Superintendent shall report each innovative program to the Board periodically.

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED FITNESS FOR DUTY EXAMINATION
Code	po3160ACS
Status	
Adopted	November 22, 2016
Last Reviewed	February 23, 2021

#### 3160ACS - FITNESS FOR DUTY EXAMINATION

The Board reserves the right to require a current employee or applicant for employment (after a conditional offer of employment), to submit to a fitness for duty examination by a qualified healthcare provider to determine the employee or applicant's ability to meet the qualification standards and perform the essential functions of a position an application is being considered for or an employee is performing ("FFD exam"). A FFD examination shall be done in accordance with the Superintendent's guidelines and the examiner shall be provided with specific essential functions of the position in question.

Reports of all FFD examinations shall be delivered to the Superintendent or a named designee, who shall protect the confidentiality of the FFD exam report and its contents. In agreeing to perform the FFD exam, the healthcare provider and the examinee shall agree that no treatment relationship or privileged communication shall occur between the FFD examiner and the applicant or employee. The report of the examiner may be shared with the employee or candidate and may be made a part of a personnel record on the examinee maintained by the Board. However, the report shall be filed separately from an applicant/employee's other personnel documents so that the report and related documents are accessible only to the Superintendent and specific designees. Failure to protect the confidentiality of a FFD exam report and related documents shall be a basis for discipline of an employee permitting the disclosure.

In the event of a report of a condition that could adversely impact the examinee's performance of an essential function of the position occupied or applied for, the Superintendent shall base a recommendation to the Board on the examinee's employment on the assessment of the healthcare provider who conducted the FFD exam as to whether the examinee will be able to meet the qualification standards and perform or continue to perform the essential functions of the position in question.

Employees and applicants referred for a FFD exam will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act in order to allow the results of the healthcare provider's FFD exam to be released to the Board/Superintendent and to allow the Superintendent to speak to the health care provider who conducted the FFD examination if clarification is needed (see Form 3160 F2).

In compliance with the Genetic Information Nondiscrimination Act (GINA) and Board Policy 3122.02ACS, a FFD examiner shall be advised not to seek, collect, or report genetic information, including the candidate's family medical history.

The cost of a FFD exam shall be paid for by the Board. An employee shall be paid for the time required for the FFD exam and for travel at the per mile rate established by the Board.

The report of the healthcare provider performing the FFD exam shall be the property of the Board and shall be exempt from disclosure pursuant to the Indiana Access to Public Records Act (I.C. 5-14-3). A FFD exam report and related documents will be maintained in a separate confidential personnel file in accordance with the Americans with Disabilities Act, as amended, and the Genetic Information Nondiscrimination Act (GINA).

#### Bus Drivers

Individuals employed as bus drivers will be required to undergo a physical examination annually. The cost of this examination will be borne by the Elkhart Community Schools.

29 C.F.R. Part 1635

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act 29 C.F.R. Part 1635

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED WAGES AND BENEFITS FOR SUPPORT STAFF
Code	po3422S
Status	
Adopted	November 22, 2016
Last Reviewed	February 23, 2021

#### 3422S - WAGES AND BENEFITS FOR SUPPORT STAFF

The Board realizes the concern of its support staff for the availability of those protective and personally advantageous benefits beyond an individual's basic salary. It is the Board's desire to make available or provide, within the limits of law and sound fiscal management, those which are beneficial to the support staff member and the Corporation.

Each year the Board of School Trustees shall adopt salary schedules for the classified staff. These schedules shall be based on the degree of skill and/or responsibility required for successful performance. They shall be designed so as to place the Board in a position to compete for personnel.

The District Counsel/Chief of Staff, working with administrators as needed, shall meet annually with representatives of employee groups. Such meetings shall be for the purpose of conferring with employees concerning wages, fringe benefits, and conditions of employment.

A salary may be changed during the year if the employee is transferred to a position requiring greater or lesser skills and/or responsibility.

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED NEW SUPPORT STAFF ABSENCES
Code	po3432
Status	
Last Reviewed	February 23, 2021

#### 3432 - SUPPORT STAFF ABSENCES

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

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

In addition to the foregoing, classified personnel enrolled in a program that will result in said employee obtaining a degree that will result in a direct advantage to the Elkhart Community Schools, may request an unpaid leave to participate in a class (e.g., a practicum or a student teaching assignment), not offered at any other time. Employees requesting such a leave should make a request in writing to the Director of Human Resources. The District Counsel/Chief of Staff will review applications prior to submission to the Board of School Trustees.

Book	Policy Manual
Section	5000 Students
Title	PROPOSED NEW PARENT RIGHTS AND RESPONSIBILITIES (CUSTODIAL/NONCUSTODIAL)
Code	po5780
Status	
Last Reviewed	February 23, 2021

#### 5780 - PARENT RIGHTS AND RESPONSIBILITIES (CUSTODIAL AND NON-CUSTODIAL)

- A. When parents of a student are estranged, separated, or divorced, building personnel will uphold the parents' rights.
  - 1. Both parents have the right to:
    - a. view the child's school records;
    - b. receive school progress reports;
    - c. visit the child briefly at school; and
    - d. participate in parent teacher conferences.

The only exception to a - d is when a court order (provided by the custodial parent) restricts any of the above listed rights for the non-custodial parent.

2. Custodial Parent

The parent with whom the student resides is known as the custodial parent, unless a legal document or signed parental agreement indicates otherwise. Verification may be required from the custodial parent(s).

B. Release of student to parent

While both parents can visit the student at school, only the custodial parent has the right to remove the child from school property. Only a verified note from the custodial parent will be cause for exception to this provision. If school personnel anticipate a possible student abduction (by the non-custodial parent or any other person), law enforcement personnel are to be notified immediately.

- C. Parent Responsibilities
  - 1. The custodial parent has the responsibility to:
    - a. <u>Keep the school office informed as to the address of residence and how he/she may be contacted at all times.</u>
    - b. Provide a copy of any legal document which restricts the rights of the non-custodial parent.
  - 2. <u>The non-custodial parent is to inform the school office of phone number and/or address where he/she may be</u> <u>contacted regarding student progress/problems.</u>

# A RESOLUTION REQUESTING GOVERNOR HOLCOMB PRIORITIZE TEACHERS AND SCHOOL DISTRICT EMPLOYEES FOR COVID-19 VACCINATIONS BY CLASSIFYING THEM AS ELIGIBLE UNDER PHASE 1

WHEREAS, the COVID-19 global pandemic is an unprecedented public health crisis impacting every aspect of society in Elkhart, Indiana, the United States and the world since March 2020; and

WHEREAS, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency, and in the face of that emergency has continuously implemented mitigation efforts to slow the spread of COVID-19, including but not limited to: mandating mask wearing, use of dividers in classrooms and cafeterias, utilizing COVID-19 health screening, quarantining and isolation protocols, and use of intensive cleaning protocols; and

**WHEREAS**, the Board recognizes the teachers and employees of Elkhart Community Schools as frontline workers who ensure students can in-person learning each week; and

**WHEREAS,** when in-person learning is not possible, virtual learning is provided, often simultaneously and when quarantined, teachers often choose to work virtually to ensure continuity of instruction for their students; and

WHEREAS, faced with limited vaccine availability, Governor Holcomb assigned teachers and other school employees into Phase 2 for vaccine eligibility while acknowledging other public employees like firefighters, police officers and conservation officers for Phase 1 vaccination; and

WHEREAS, the Board recognizes an increased pressure is being placed on school districts to return to in-person learning, and recognizing the importance of Elkhart Community Schools to offer the safest in-person learning environment, in the best interest of all stakeholders; and

WHEREAS, Superintendents and Board of Education members from districts across the state of Indiana are united in advocating to our state leadership to speed up access of COVID-19 vaccine availability to school district teachers and staff; and

WHEREAS, the Board recognizes that vaccinating school teachers and staff could occur in waves, where priority was given to those meeting age and health factors first; now therefore be it

**RESOLVED,** that on this 23rd Day of February, Two thousand and Twenty One, the Elkhart Community School Board of School Trustees call on Governor Holcomb to prioritize teachers and district employees for COVID-19 vaccinations by classifying them as eligible in Phase 1.

ADOPTED THIS 23rd DAY OF FEBRUARY, 2021.

NAY	 Έ

Attest: \_\_\_\_\_, Secretary

Board of School Trustees

# JOINT RESOLUTION BETWEEN ELKHART TEACHERS ASSOCIATION AND ELKHART COMMUNITY SCHOOLS IN OPPOSITION TO HB 1005

WHEREAS, the Indiana General Assembly during its 2021 legislative session is considering HB 1005, SB 412, and SB 413 bills which establish Education Savings Accounts (ESAs) and dramatically increase funding for school choice scholarships; and

WHEREAS, the aforementioned parties ("Parties") believe such legislation divert much needed resources from public schools; and

WHEREAS, the Parties believe this type of legislation does not give choice to families but to nonpublic schools; as nonpublic schools can choose who they educate and public funds should only be used for education which is open and inclusive to all Indiana students; and

WHEREAS, the Parties believe public schools provide a strong educational environment for Indiana's children while this legislation, if enacted, would put this environment at risk by directing resources away from public schools to nonpublic schools which are not subject to the same rigorous scrutiny for their use of taxpayer resources.

NOW THEREFORE, the Parties strongly oppose HB1005 and urge Legislators to vote NO to HB1005, SB 412, SB 413 and any other legislation which directs funding away from Indiana public schools.

ELKHART TEACHERS ASSOCIATION ELKHART COMMUNITY SCHOOLS

President

President



School Services Agreement Elkhart Community Schools – Crossing National, Inc. July 2021 - June 2022

This School Services Agreement ("Agreement") is entered this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by and between the Board of School Trustees of Elkhart Community Schools, (the "School Corporation") and Crossing National, Inc. (the "Crossing").

- 1. <u>The Parties</u>. The Parties to this Agreement are:
  - a. <u>Crossing School of Business & Entrepreneurship</u>. The Crossing is an Indiana nonprofit corporation with its administrative office located at 515 S. Main St., Elkhart, IN 46516; and
  - b. <u>Elkhart Community Schools</u>. Elkhart Community Schools is an Indiana public school corporation with its administrative offices located at 2720 California Road, Elkhart, IN 46514.
- 2. <u>Defined Terms.</u>

As used in this Agreement, the following terms have the meanings described herein:

- a. "ADM Amount" means the amount of funding allocated to the School Corporation for each student during an academic year, as determined by the Indiana Department of Education's Average Daily Membership (ADM) and Complexity Index Amount, issued during each July of the Term.
- b. "CTE Funding" means the amount of funding allocated to the School Corporation for each participating student during an academic year, as determined by the Governor's Workforce Cabinet.
- c. "Educational Services" means:
  - i. provision of academic instruction to Enrolled Students meeting the Diploma Requirements and Academic Standards promulgated by the Indiana Department of Education, as amended from time to time; and
  - ii. provision of career pathway instruction to designated students meeting Career and Technical Education standards, Employability skills, and Post-Secondary Ready Competency requirements as promulgated by the Indiana Department of Education, as amended from time to time.
- d. "Eligible Student" means a student who is either identified by the School Corporation as an Eligible Struggling Student, a student in need of Career Pathway courses or a student meeting each of the following criteria:
  - 1. For whom the School Corporation may claim an ADM amount;
  - 2. Between 14 and 20 years of age;
  - 3. No longer enrolled in a school corporation due to:
    - a. Voluntarily dropping out of school before the Average Daily Membership "ADM" Count day as established by the Indiana Department of Education;
    - Assignment to homeschool before the Average Daily Membership "ADM" Count day established by the Indiana Department of Education; or
    - c. Expulsion; and
  - 4. Has failed to thrive in a traditional school environment

- e. "Enrolled Students" means Eligible Students who have enrolled at the Crossing and are in regular attendance at the Crossing.
- f. "Career Pathway Program" means programs offered to students who are attending for Career Pathways only through a half-day structure.
- g. "Diploma and Career Pathway Program" means programs offered to students who are attending for Academics and Career Pathways through a full day structure.
- h. "Per Capita Fee" means the total fees per program option:
  - i. Diploma and Career Pathway Program fees (full day):
    - 1. The greater of:
      - a. Ninety-five percent (95%) of the School Corporation's stateapproved Average Daily Membership (ADM) and Complexity Index Amount for each Enrolled Student; or
      - b. Five Thousand Five Hundred Dollars (\$5,500) for each Enrolled Student; and
    - 2. Seventy-five percent (75%) of the School Corporation's Career and Technical Education (CTE) funding for each course in which students are enrolled at the annual CTE count date in Crossing hosted CTE programs.
  - ii. Career Pathway (only) Program fees (half day):
    - 1. Fifty percent (50%) of the School Corporation's state-approved Average Daily Membership (ADM) and Complexity Index Amount for each Enrolled Student; and
    - 2. Seventy-five percent (75%) of the School Corporation's Career and Technical Education (CTE) funding for each course in which students are enrolled at the annual CTE count date in Crossing hosted CTE programs.
- i. "Monthly Per Capita Fee" means the Per Capita Fee divided by ten for ADM (10). CTE Funding will be added to the monthly per capita fee after the CTE count date and be distributed evenly through the remainder of the 10 billing cycles.
- j. "Form 30A" means: Document submitted annually by School Corporation to determine the School Corporation's student count for Career and Technical Education coursework and to calculate corresponding funding rates. The Fee will be based on Career and Technical Education count documentation submitted to the School Corporation by the Crossing. The Crossing will begin charging for this fee starting in November, regardless of whether or not the School Corporation submits this form to the appropriate governing bodies.
- k. "Business Partner" means the business entity that has joined in partnership with the Crossing to provide Job Training Programming for students through a Memorandum of Understanding agreement.
- I. "Term" means: July 1, 2021, through June 30, 2022.
- 3. <u>Provision of Educational Services</u>. The Crossing shall provide Educational Services to address the needs of Enrolled Students.
- 4. <u>Obligation to Provide Information and Enroll.</u> The School Corporation shall enroll *any* Eligible Student. Pursuant to Indiana Code § 20-33-2-22(b)(2), the School Corporation shall provide the Crossing with a current dropout and homeschool list upon the signing of this contract
- 5. <u>Scope of Services to be provided by the Crossing.</u> The Crossing shall provide Educational Services to Eligible Students. The Crossing's instructional services are and will be aligned

with the Academic Standards and Career and Technical Education Standards and course titles promulgated by the Indiana Department of Education. In addition, the Crossing agrees that Diploma and Career Pathway Program Educational Services provided pursuant to this Agreement will be provided for a full day (6 hours) and the Career Pathway Program Educational Services pursuant to this agreement will be provided for a half day (3 hours).

- 6. <u>Career Pathway Program</u>. School Corporation has the option to send Eligible Students to the Crossing for participation in half-day Career Pathway Programming only. Students participating in the half-day Career Pathway Programming will receive instruction via hands-on training within their agreed upon Career Pathway. The Crossing's instructional services are and will be aligned with Indiana's graduation requirements and the Career and Technical Education Standards and course titles promulgated by the Indiana Department of Education. Additionally, Employability Skills and Post-Secondary Ready Competencies will be tracked and reported to the School Corporation by the Crossing.
- 7. <u>Accreditation.</u> The Crossing shall maintain its accreditation with the Indiana State Board of Education for the life of this Agreement.
- 8. <u>Reporting</u>. The Crossing shall submit the following reports to the Department of Education. All other reporting requirements shall be submitted by the School Corporation.
  - a. RT (Real Time)
  - b. STN (Student Test Number)
  - c. TL (Test Lab)
  - d. TB (Text Book/Curriculum)
  - e. AT (Attendance)
  - f. CC (Course Completion)
  - g. LM (English Learner)
  - h. INTERS
    - i. Note: School Corporation will be responsible for submission of annual CTE Form 30A.
- 9. <u>Tuition Payment</u>. In consideration for the Crossing's provision of Educational Services to Enrolled Students, the School Corporation will pay the Crossing a tuition payment, due on or before the fifteenth of each month, calculated as follows:
  - a. The full monthly Per Capita Fee is due each month for Enrolled Students who:
    - i. Are enrolled at the Crossing for the entire month
    - ii. Are enrolled at the Crossing for at least fourteen (14) calendar days of the month.
  - b. Fifty percent (50%) of the Monthly Per Capita Fee is due each month for Enrolled Students who enroll at the Crossing for fewer than fourteen (14) calendar days of the month.
  - c. State approved ADM tuition and Complexity index amounts are subject to change, based upon published IDOE updates each July. State approved Career and Technical Education funding (CTE) index amounts are subject to change, based upon published IDOE updates each July.

\* ADM billing to begin following ADM count date and CTE billing to begin following the CTE count date.

- 10. <u>School Corporation Monies Limited to Secular Purposes.</u> The Crossing shall not direct any payments received from the School Corporation under Paragraph 8 to any program or curriculum that is religious in nature.
- 11. <u>Notice of Spiritual Component.</u> The Crossing shall provide all prospective students and their parent(s) or guardian(s) with the Spiritual Component Disclosure Parental/Guardian and Student Acknowledgement, attached hereto as Exhibit A, which notifies them that the "Family Time" component of the Crossing's curriculum may be faith-based and may involve the discussion or inculcation of religion. The Crossing will not allow any Eligible Student to enroll in the Crossing without first obtaining the written agreement and consent of the student and the student's parent or legal guardian.
- 12. <u>Student Records and Record keeping</u>. The holding and monitoring of all student educational records, including but not limited to: data, ISTEP+ and ECA scores, immunizations, attendance records, work permits and academic credits/transcripts for Enrolled Students will be associated with the School Corporation. The Crossing shall report student credit earning to the School Corporation as described in the Scope of Services to be provided by the Crossing. The School Corporation shall maintain Enrolled Students' cumulative education records and shall provide student grade and credit accounting. Further, the School Corporation shall provide The Crossing with an educational/graduation course plan, upon initial enrollment of the Enrolled Student, and will engage in ongoing communication with The Crossing personnel to appropriately follow the provided course plan. The School Corporation will accept the grades and credits as awarded through the Crossing.
- 13. <u>Compliance with Privacy Statutes</u>. The School Corporation shall obtain all consents required by state and federal law before disclosing student information to the Crossing. The Crossing shall treat all student education records received by the School Corporation and generated through the course of its provision of Educational Services as confidential under the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities in Education Improvement Act (IDEIA). The Crossing shall abide by all FERPA and IDEIA requirements concerning the maintenance and disclosure of student education records or to personally identifiable information contained with a student's records to the School Corporation, and shall not disclose such records or information to third parties without the explicit written authorization of the School Corporation.
- 14. <u>Transportation</u>. Neither the School Corporation nor the Crossing is responsible to provide bus transportation for students attending the Crossing. Although, it is suggested that the school corporation provide transportation in cases where the physical location of the Crossing is a considerable distance from where students reside
- 15. <u>Eligible Students with Disabilities</u>.
  - a. <u>Enrollment Criteria</u>. Eligible Students with disabilities may enroll at the Crossing, unless such disability causes the Eligible Student to be classified as MICD, Moderate, Severe or Profoundly Mentally Disabled, or similar equivalent, or the Eligible Student has an Intelligence Quotient (IQ) below 70. The Crossing structure would not provide adequate services to be the least restrictive environment for such a student
  - b. <u>Approval Required</u>. Eligible Students with disabilities may enroll at the Crossing, provided that such enrollment is approved by: (a) the case conference

committee; (b) the Eligible Student's parent or guardian; (c) the School Corporation; and (d) the Crossing.

- c. <u>Allocation of Duties and Funding Associated with Eligible Students with</u> <u>Disabilities.</u> The School Corporation shall retain any special education funding associated with an Enrolled Student with disabilities. The School Corporation shall assume all responsibilities associated with Enrolled Students with disabilities, including, but not limited to, writing and implementing Individual Education Plans (IEP's). With regard to serving Enrolled Students with disabilities, the Crossing will act as a teacher of service. The Crossing shall participate in all case conference meetings associated with an Enrolled Student with Disabilities.
- 16. <u>Student Discipline</u>. The Crossing will operate under its own policies and guidelines regarding appropriate discipline for Enrolled Students. The Crossing maintains the right, at its sole discretion, to discipline, suspend, or expel an Enrolled Student.
- 17. <u>Students Dismissed from the Crossing</u>. If an Enrolled Student is dismissed from the Crossing, the Crossing will provide the School Corporation with written notice of such dismissal within five (5) school days and the Enrolled Student will be transferred back to the School Corporation for state reporting purposes.

#### 18. <u>Insurance</u>.

- a. Unpaid Students (i.e. Crossing Satellite or Work Team):
  - i. <u>Required Property and Liability Insurance Coverages</u>. Throughout the Term, the Crossing shall maintain policies of insurance providing the following coverages, written by an insurance carrier with a minimum AM Best Rating of A-:
    - Comprehensive general liability insurance and school leaders errors and omissions coverage, including bodily injury and property damage coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate with an insurance carrier with a minimum AM Best Rating of A-, VII. Such coverage shall protect against the acts or omissions of The Crossing, its officials, employees, and agents
    - 2. Auto liability coverage with a liability limit of \$1,000,000 per occurrence.
  - ii. <u>Required Workers' Compensation Coverage.</u> The Crossing shall maintain workers' compensation coverage as required by the Indiana Worker's Compensation Act.
  - iii. <u>The School Corporation as Additional Insured.</u> The insurance policies required by section 19(a) and 19(b) shall name the School Corporation as an additional insured, and include a waiver of subrogation in favor of the School Corporation.
  - iv. <u>Required proof of insurance</u>. Before the start of each policy period, the Crossing shall provide the School Corporation with a copy of a certificate of insurance demonstrating compliance with this Paragraph 19.
  - v. <u>Required notification of cancellation</u>. The Crossing shall immediately forward to the School Corporation any notice of cancellation or non-renewal of policies providing the coverage required by this paragraph.
  - vi. <u>Claims Submission Requirement</u>. The Crossing shall not refuse to submit a claim to its insurance carrier or fail to pursue insurance reimbursement in

a manner that would reduce the School Corporation's indemnity rights under this Agreement.

- b. Paid Students (i.e. SEALs program for students age 16 and above):
  - i. The Business Partner will be responsible to maintain the appropriate level of liability and workers comp coverage for students participating in a SEALs program for which students receive pay from the Business Partner. The Crossing will not be responsible for such coverage for students who are paid by Business Partners.
  - ii. The Crossing will request proof of insurance from each Business Partner participating in this program showing the coverage of each student.
- 19. Expanded Criminal Background and Child Protection Index Checks. Pursuant to Ind. Code. § 22-2-17, Upon request, the Crossing shall provide the School Corporation the expanded criminal history check of each employee who is likely to have direct, ongoing contact with children within the scope of the individual's employment. In addition, the Crossing shall provide the School Corporation, upon request, the expanded child protection index check of each employee who is likely to have direct, ongoing contact with children within the scope of the individual's employment. The cost for the administration of the Expanded Criminal Background check and the Child Protection Index check shall be the sole responsibility of The Crossing.
- 20. <u>Indemnity</u>. The Crossing hereby agrees to protect, indemnify, and hold harmless the School Corporation and its board members, officers, agents, attorneys, and employees from every liability, claim lawsuit, demand, right of action, loss, cost, damage or expense (including attorney's fees) for any and all injury, death, or damage of any kind which arises out of, is connected with, or relates to this Agreement and any act or omission on the part of The Crossing.
- 21. <u>Independent Contractor</u>. The Crossing shall act as the School Corporation's independent contractor. The Crossing is not an agent, employee, partner, or in a joint venture with the School Corporation. Employees of the Crossing shall not be deemed or construed to be employees of the School Corporation for any purposes whatsoever.
- 22. <u>E-Verify Compliance.</u> Pursuant to I.C. § 22-5-1.7 (the "E-Verify Statute"), the Crossing will verify the work eligibility status of all newly hired employees of the Crossing through the E-Verify Program ("Program") as defined in the E-Verify Statute.
- 23. <u>Entire Agreement.</u> This Agreement constitutes the final agreement between the School Corporation and the Crossing. No representation, promise or inducement has been made by either the School Corporation or the Crossing that is not embodied in this Agreement, and neither the Crossing nor the School Corporation shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.
- 24. <u>Modification.</u> This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties in writing. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- 25. <u>Choice of Law.</u> This Agreement shall be interpreted according to the laws of the State of Indiana, without regard to choice of law provisions.

- 26. Nothing in this agreement shall be interpreted or serve as the basis for holding the Crossing liable for failure to carry out one or more of its contractual obligations specified herein, when such failure is due to acts of God. Acts of God include, but are not limited to: natural disasters; local and/or national lockdown orders; pandemics; terrorist attacks; insurrection; and civil unrest.
- 27. <u>Severability</u>: A determination, opinion, or ruling, of any court or administrative agency, invalidating one or more provision(s) of this agreement, shall have no effect what-so-ever on the interpretation, legality, or enforceability of the remaining provisions of this agreement. This clause applies regardless as to whether the court and/or administrative agency is at the state or federal level.

\*State approved ADM tuition and Complexity Index amounts are subject to change; based upon published IDOE financial updates each July.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day first mentioned above.

By:

"School Corporation"

"Crossing National, Inc."

By:

Superintendent, Elkhart Community Schools

Robert R. Staley, CEO

By:

President, Board of School Trustees, Elkhart Community Schools

Attest:

[Additional Signature]

Date

Crossing National, Inc. NON-DISCRIMINATION POLICY

Crossing National, Inc. admits students of any race, color, national origin, and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national origin, and ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered program.

#### ELKHART COMMUNITY SCHOOLS Elkhart, Indiana

## Regular Board of School Trustees' Meetings - 2021

Regular meetings will be held at 7:00 p.m. in the J. C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana unless otherwise noted.

A public work session is held at 6:00 p.m. preceding each regular meeting in the J. C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana unless otherwise noted.

January	12, 2021	July	13, 2021
January	26, 2021	July	27, 2021
February	9, 2021	August	10, 2021
February	23, 2021	August	24, 2021
March	9, 2021	September	14, 2021
March	23, 2021	September	28, 2021
April	13, 2021	October	12, 2021
April	27, 2021	October	26, 2021
Мау	11, 2021	November	9, 2021
Мау	25, 2021	November	23, 2021
June	8, 2021	December	14, 2021
June	22, 2021	December 8:00 a.m.	21, 2021

Any changes to the regular meeting schedule will be determined by Board action and special notice of any variance in date, time, or location will be posted and mailed to persons who have requested the same.

The annual Board retreat/public work session is scheduled February 25 and 26, 2021.

The Board's meeting site is accessible to all persons. Any person requiring accommodation or assistance should contact the Administrative Assistant to the Board of School Trustees with the School Corporation's administrative office, located at 2720 California Road, Elkhart, Indiana 46514, at 574-262-5506.

# ACCOUNT BALANCES/INVESTMENT DETAIL January 2021

PETTY CASH	\$ 500.00
GENERAL ACCOUNTS:	
Lake City Bank – Deposit Account Lake City Bank – Accounts Payable Lake City Bank – Merchant Account Teachers Credit Union BMO Harris Bank (UMR insurance)	28,849,218.37 (1,088,616.61) - 2,963,137.83 407,420.00
SCHOOL LUNCH ACCOUNTS: Lake City Bank – Prepaid Lunch Change Fund	150,094.73 2,010.00
TEXTBOOK RENTAL ACCOUNTS:	
Chase Bank Lake City Bank - Book Rental	1,381,513.25 -
PAYROLL ACCOUNTS:	
Lake City Bank – Payroll Account Lake City Bank – Flex Account	(292,029.20) 78,645.54
INVESTMENTS:	
Certificate of Deposit	-
	\$ 32,451,893.91

Paid Claims Per Employee	Cost Per Employee Per Month (PEPM)	Enrollment	(administration,clinic, pharmacy, stop-loss) Total Cost (Claim + Non-claim)	Non Claim Costs	Claims vs. Expected	Expected Claim Cost	Claim Cost Total	Less Amt Above Stop Loss	Rx Rebate	UMR Rx	UMR Medical		January 2021
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				(3,644) \$		26,976	230,469	I	ı	18,577	211,892	Chg	
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39.7%	27.2%			(3,644)		26,976	230,469	1	ı	18,577	211,892	Chg	

**Medical Plan Experience** 

O:\Insurance\Board reporting - Monthly Experience\Actual Experience Tracking 2020\_12

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#### SCHOOL CALENDAR: JULY 2020 - JUNE 2021

→Group A students will attend classes in school on Monday and Wednesday with eLearning on Tuesday, Thursday and Friday <mark>through</mark> March 5 (K-6) / March 12 (7-12)

→Group B students will attend classes in school on Tuesday and Thursday with eLearning on Monday, Wednesday and Friday through March 5 (K-6) / March 12 (7-12)

> Full day pre-session for teachers – non-student day Full day pre-session for teachers – non-student day

Full day pre-session for teachers – non-student day Hybrid schedule begins with in-person classes for Group A students

Hybrid schedule begins with in-person classes for Group A stud

Labor Day – All Schools Closed

August 10

<u>11</u> 12

8

13

End of 1<sup>st</sup> grading period/midterm – all schools Elementary and Secondary Parent/Teacher Conferences in the evening hours (Full day for all school students) Elementary and Secondary Parent/Teacher Conferences in the evening hours (Full day for all school for all students) Elementary and Secondary Parent/Teacher Conferences and eLearning day for Group A students and Group B students Fall Recess – All Schools Closed Fall Recess – All Schools Closed

Thanksgiving Recess – All Schools Closed

 cember
 End of 2<sup>nd</sup> grading period/1<sup>st</sup> semester – all schools

 -Jan 1
 Winter Recess – All Schools Closed

School resumes after Winter Recess Martin Luther King Jr. Day – All Schools Closed

Presidents' Day Recess – All Schools Closed Presidents' Day Recess – All Schools Closed

 

 Scheduled eLearning Day (K-12<sup>th</sup> grade students will not attend school but will be required to complete digital learning assignments from home)

 K-6 Hybrid students return to the classroom

 End of 3<sup>rd</sup> grading period/midterm – all schools

 7-12 Hybrid students return to the classroom

#### No School

Spring Recess – All Schools Closed Kindergarten Kick-off – Elementary Schools (Kindergarten Registration runs April 12 – May 7)

M

No School (may be used as

emergency make-up day, if

necessary)

Kindergarten Kick-off

Memorial Day – All Schools Closed

Last Day of School – full day for all students

Last Day for Teachers Elkhart High School West Graduation

Elkhart High School East Graduation

Key: underlined = Professional Day for teachers (non-student day)

School Out of Session (during

the Instructional school year)

Parent/Teacher Conferences

eLearning Day

2/23/21 Proposed Revisions:

- 3/8/21 Hybrid students in grades K-6 will return to the classroom (Monday-Thursday)
- 3/15/21 Hybrid students in grades 7-12 will return to the classroom (Monday-Thursday)
- 5/21/21 will be an in-person instruction day for ALL Group A and Group B students

6/3/21 will be the Make Up day for 2/16/21 and will be an in-

- person instruction day for ALL Group A and Group B students With the exception of 5/21/21 Fridays will remain eLearning
- Days <u>(EACC students will continue to follow their approved</u> <u>calendar)</u>
- Fully Virtual students will continue with eLearning every Monday-Friday

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<b>APRIL 2021</b>									
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JUNE 2021								
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Proposed Revised Calendar: 2/23/21