

ELKHART COMMUNITY SCHOOLS  
BOARD OF SCHOOL TRUSTEES  
Elkhart, Indiana

Organizational Meeting

January 12, 2021

**AGENDA**

1. Call to Order/Pledge
2. Oath of Office
3. Election of President, Vice President and Secretary
4. Conflicts of Interest
5. Resolution of the Board of School Trustees
6. Adjournment



# UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

## Indiana Code 35-44-1-3

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

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

1. **Name and Address of Public Servant Submitting Statement:** Roscoe L. Enfield, Jr.  
1635 N. Bay Drive, Elkhart, IN 46514

2. **Title or Position with Governmental Entity:** \_\_\_\_\_  
Member, Board of School Trustees

3. a. **Governmental Entity:** Elkhart Community Schools  
b. **County:** Elkhart

4. **This statement is submitted (check one):**  
a. \_\_\_\_\_ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or  
b.  as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** Kathleen Enfield (spouse) is a substitute teacher with Elkhart Community Schools

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):  
Employee Compensation

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

As a spouse of an employee and current member of the Elkhart Community Schools' Board of Trustees,  
 approving employee compensation contributes to our family's household income.

(Attach extra pages if additional space is needed)

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

I (We) being the \_\_\_\_\_ of  
 (Title of Officer or Name of Governing Body)

\_\_\_\_\_ and having the power to appoint  
 (Name of Governmental Entity)

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

_____	_____
_____	_____
Elected Official	Office

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

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

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

Signed:   
 (Signature of Public Servant)

Date (month, day, year): \_\_\_\_\_ December 15, 2020 \_\_\_\_\_

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



# UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

## Indiana Code 35-44-1-3

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

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

1. **Name and Address of Public Servant Submitting Statement:** Douglas K. Weaver  
56004 Jayne Drive, Elkhart, IN 46514
2. **Title or Position with Governmental Entity:** \_\_\_\_\_  
Member, Board of School Trustees
3. a. **Governmental Entity:** Elkhart Community Schools  
b. **County:** Elkhart
4. **This statement is submitted (check one):**
  - a. \_\_\_\_\_ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
  - b.  as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Julie Weaver (spouse) is a paraprofessional  
with Elkhart Community Schools
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):  
Employee Fringe Benefit Packages

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

As a spouse of an employee and current member of the Elkhart Community Schools' Board of Trustees,  
approving employee fringe benefit packages contributes to our family's household income.

(Attach extra pages if additional space is needed)

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

I (We) being the \_\_\_\_\_ of  
(Title of Officer or Name of Governing Body)

\_\_\_\_\_ and having the power to appoint  
(Name of Governmental Entity)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Elected Official Office

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

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

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

Signed: \_\_\_\_\_  
(Signature of Public Servant)  
Date (month, day, year): \_\_\_\_\_ January 12, 2021

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

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

**January 2021 Resolution of the Board of School Trustees of**  
**Elkhart Community Schools**

Be it resolved that the following items are hereby approved by the Board of School Trustees of Elkhart Community Schools:

- 1) The Treasurer of Elkhart Community Schools (ECS), IC 20-26-4(c), shall be Kevin Scott, effective appointment date to appointment date.
- 2) The Deputy Treasurer of Elkhart Community Schools, IC 20-26-4(c), shall be Erica Purvis, effective appointment date to appointment date.
- 3) The copy fee for records obtained through the Secretary to the Board of School Trustees of Elkhart Community Schools for the year of 2021 shall be ten (10) cents per page.
- 4) The officers and members of the Board of Finance shall be the same as the officers and members of the Board of School Trustees with the ability for an alternate member to be named.
- 5) The Board of School Trustees compensation for 2021 shall not exceed: \$1,800.00 per year IC 20-26-4-7 (1); and a per diem rate of \$50.00 for other meetings per NEOLA 0144.1.
- 6) The Cash Management Provider for 2021 shall be Lake City Bank.
- 7) The ECS School Board shall appoint Barnes & Thornburg as Legal Counsel.
- 8) The Elkhart Truth and Goshen News shall be designated for 2021 for the advertisement of legal Notices to the public.
- 9) Mileage rate reimbursement shall be the IRS rate effective January 1, 2021 of \$.560 per mile.
- 10) The Board approves the Bond amounts as follows:

Corporation Treasurer	\$200,000
Deputy Treasurer	\$25,000
4 High School ECA Treasurers	\$20,000
5 High/Middle School Cafeteria Mgrs	\$10,000
5 other Treasurers	\$10,000
45 other ECA Treasurers	\$5,000

ADOPTED: January 12, 2021

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

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

ELKHART COMMUNITY SCHOOLS  
BOARD OF SCHOOL TRUSTEES  
Elkhart, Indiana

Board of Finance Annual Meeting

January 12, 2021

**AGENDA**

1. Call to Order
2. Adoption of Resolution  

BE IT RESOLVED that the Board of Finance does hereby authorize the Treasurer of the Elkhart Community Schools to invest funds from the depository balance instead of from a specific fund balance in accordance with the provisions established by Indiana Code 5-13-9-6.
3. Review 2020 Investment History and Investment Policy as stipulated in I.C. 5-13-7-7.
4. Financial Indicators
5. Adjournment



**ELKHART COMMUNITY SCHOOLS  
2020  
INVESTMENT HISTORY**

<b>Investment Date</b>	<b>Maturity Date</b>	<b>Interest Rate</b>	<b>Institution</b>	<b>Principal</b>	<b>Interest</b>
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\*No investment activity during 2020

Book	Policy Manual
Section	6000 Finances
Title	INVESTMENT INCOME
Code	po6144
Status	Active
Adopted	November 22, 2016

#### 6144 - **INVESTMENT INCOME**

The School Board authorizes the Treasurer and/or designee to make investments of available monies from the several funds of the Corporation.

The purpose of the investments is to maximize the returns on the Corporation's excess cash balances consistent with safety of those monies and with the desired liquidity of the investments.

All investments must mature or be redeemable within two (2) years of the date of purchase.

The Treasurer is authorized to contract with a depository for the operation of a cash management system under the following conditions:

- A. the contract is in writing
- B. the contract provides for the investment of funds
- C. the depository keeps all records concerning investment cash management
- D. the investments are made in accordance with State law
- E. the contract, which cannot exceed two (2) years, is awarded using the Corporation's bidding procedure

Money in the several funds of the School Corporation may be commingled for the purpose of making an investment.

The Board may authorize the Board's investing officer to invest in certificates of deposit from depositories that have been designated by the State Board of Finance as a depository for State funds under I.C. 5-13-9-5 but have not been designated by the Corporation's Board of Finance established by Board Bylaw 0151.1. This authorization shall be in the form of a resolution approved by the Board. Such resolution must provide that the authority to invest in these certificates of deposit granted by the resolution expires on a date that is not later than two (2) years after the date of the Board's vote adopting the resolution.

#### © Neola 2013

Legal	I.C. 5-13-9, 20-26-5-4
	I.C. 5-13-9 –Deposit and investment of public funds
	I.C. 5-13-9-5(a) – Authorization to invest in certificates of deposit
	I.C. 20-26-5-4 – Specific powers
	I.C. 36-1-2-10 – "Municipal corporation" defined to include "school corporation"
	I.C. 36-1-2-13 – "Political subdivision" defined to include "municipal corporation"
	State Board of Accounts Public Schools Manual Part 14



BUSINESS OFFICE

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

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

**FROM: KEVIN SCOTT**

**DATE: 1/4/2021**

**SUBJECT: FISCAL INDICATORS**

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House Enrolled Act 1315 (2018) established the Fiscal and Qualitative Indicators Committee, under the direction of the state's Distressed Unit Appeal Board (DUAB). Through public hearings and meetings in June – October 2018, the Committee developed indicators used to evaluate the financial condition of the school corporations. The DUAB reviewed indicators for each corporation in early 2019. Subsequently the DUAB Director (and chair of the Committee) contracted select districts based on problematic indicator results. While several indicators are trending down slowly for Elkhart, ECS has not been contacted.

Indiana Code 5-13-7-8 requires Superintendent or designee to provide a report to the Board of Finance to assess the financial condition of the school corporation. The information attached a long with this cover memo satisfy the requirement.

Attached you will find an FAQ page about the Committee. Behind this page there are four pages detailing where DUAB gathered the information that feeds the indicators. The remaining eight pages are the indicators themselves presented in chart format.

Please contact me if you have questions regarding information provided in this report.

School Corporation (ID): 2305  
 ELKHART COMMUNITY SCHOOL CORPORATION

2720 California Rd, Elkhart, IN, 46514-1220  
<http://www.elkhart.k12.in.us/>



Most Recent Audit as of December 1, 2020: <https://www.in.gov/sboa/WebReports/B54442.pdf>  
 Additional audit reports may be found at <https://secure.in.gov/apps/sboa/audit-reports/#/>

2020-21 Student Count (Average Daily Membership):  
[Learn more about student demographics of the school corporation](#) ▶

2020 Net Assessed Value: **\$3,321,598,507**  
 2018 Estimated Population: **77,314**

**\*\*NOTICE\*\***

School fund structure was modified in 2019. The General Fund, Capital Projects Fund, Transportation Fund, Bus Replacement Fund and certain specialty operating funds were eliminated and replaced with an Education Fund and an Operations Fund. Additional updates also were made to the chart of accounts at that time.

It is important to note that many funds have specific purposes as required either by State statutes or State or Federal grant requirements. As such, a school corporation's ability to transfer between funds or utilize fund balances and revenue for uses other than the purposes directed for a particular fund may be restricted.

For description of funds included by fund classification, please refer to the Data Sources document - <https://www.in.gov/duab/files/School%20Corporation%20Fiscal%20Indicators%20Data%20Sources.pdf>

## Average Daily Membership ("ADM")

ADM is the number of eligible students enrolled in a school corporation on a particular day ("count day") designated by the State Board of Education. ADM is utilized in the State funding formula to determine the amount of tuition support that the State of Indiana will provide to the school corporation. Increasing or decreasing ADM will impact the amount of funding available to the school corporation.

Since 2014, two count days have occurred - one in September and one in February. For all years displayed but 2018 and 2019, tuition support was adjusted based on each count. For years 2018 and 2019, the February count did not impact tuition support, but the counts are displayed on this indicator for informational purposes.

Beginning with the fall count date for the 2019-2020 school year (shown as the fall count for calendar year 2020), school corporations differentiated between students that receive instruction in-person and students that receive instruction virtually. The level of tuition support differs for those students attending virtually. For the 2020-2021 school year, students receiving instruction virtually due to COVID-19 are included in the in-person count for the purposes of this indicator, as tuition support funding for these students is the same as students attending in-person.

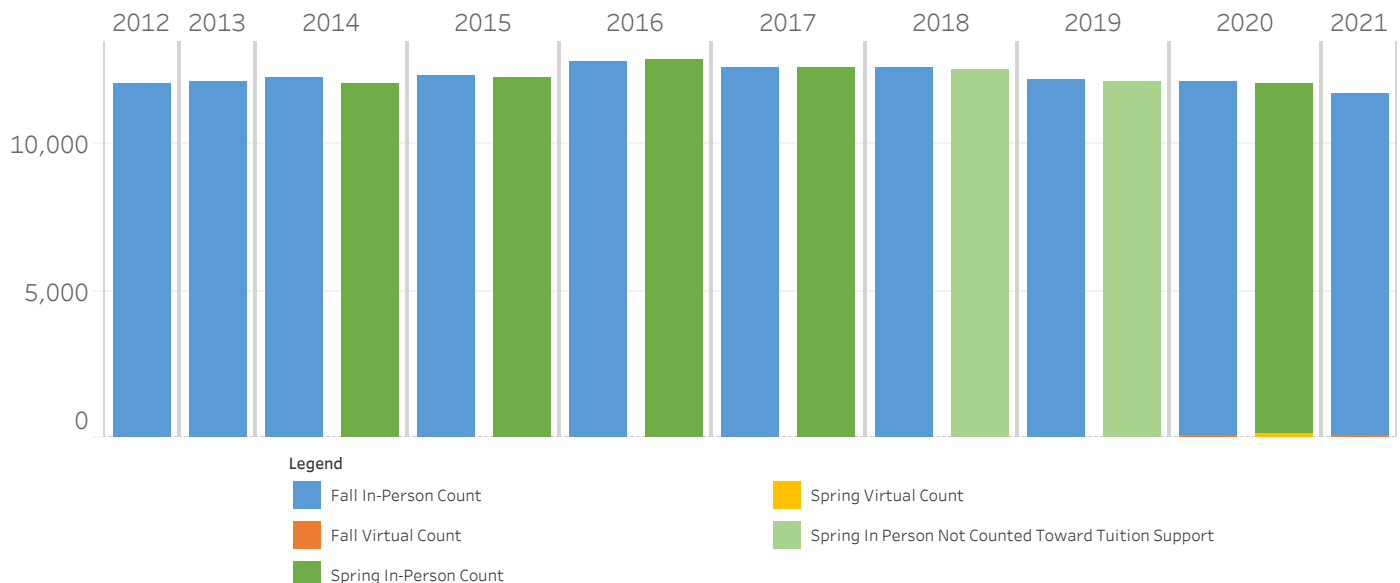
Time Of Year

Virtual v In Person

All

All

### Average Daily Membership ("ADM")

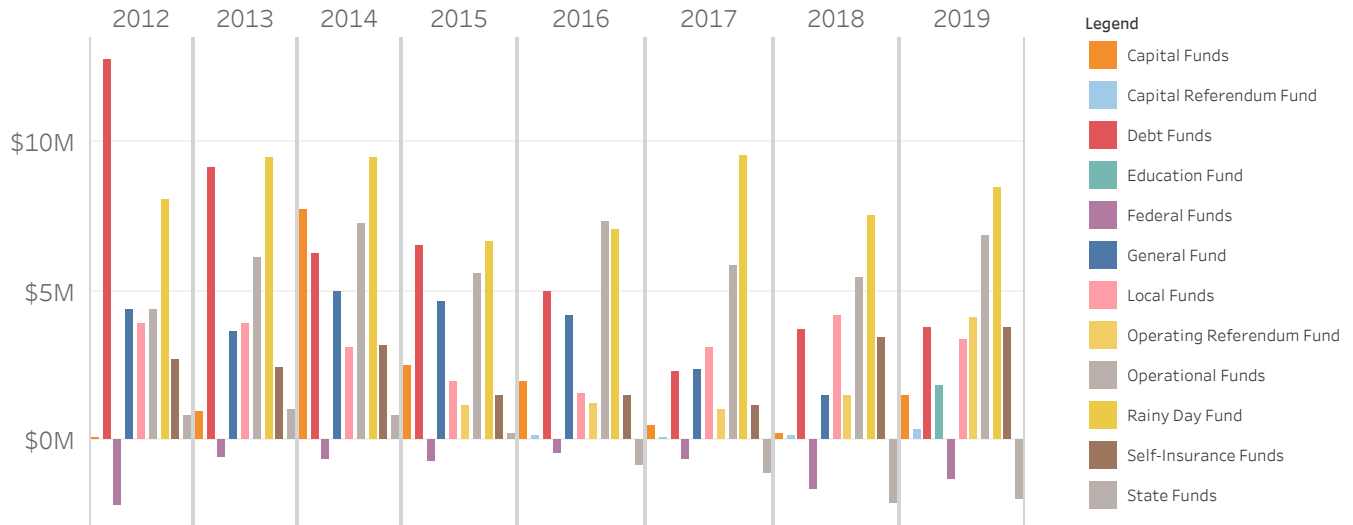


## Fund Balances

Fund Balances as of December of the calendar year listed.

Select Funds by Fund Classification: All  
 Classification v Sum Classification

### Fund Balances

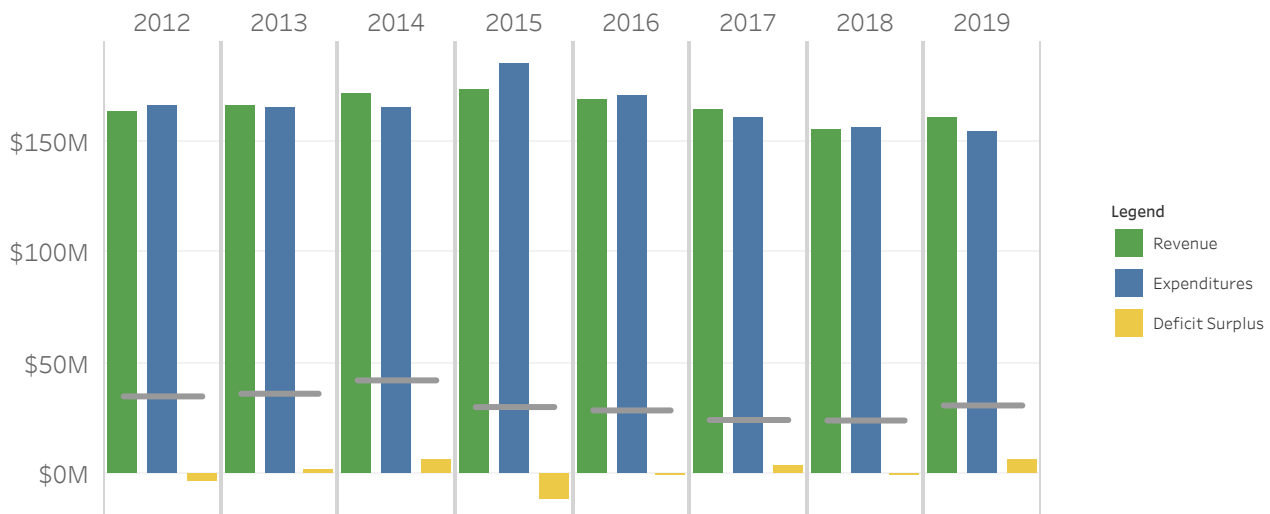


## Annual Deficit/Surplus

This indicator provides a comparison of revenue to expenditures on a calendar year basis, including whether the school corporation had an operating deficit or surplus for that year. Fund balance is also included to assist in identifying situations in which the school corporation utilized existing fund balances to fund expenditures.

Select Funds by Fund Classification: All

### Annual Deficit/Surplus



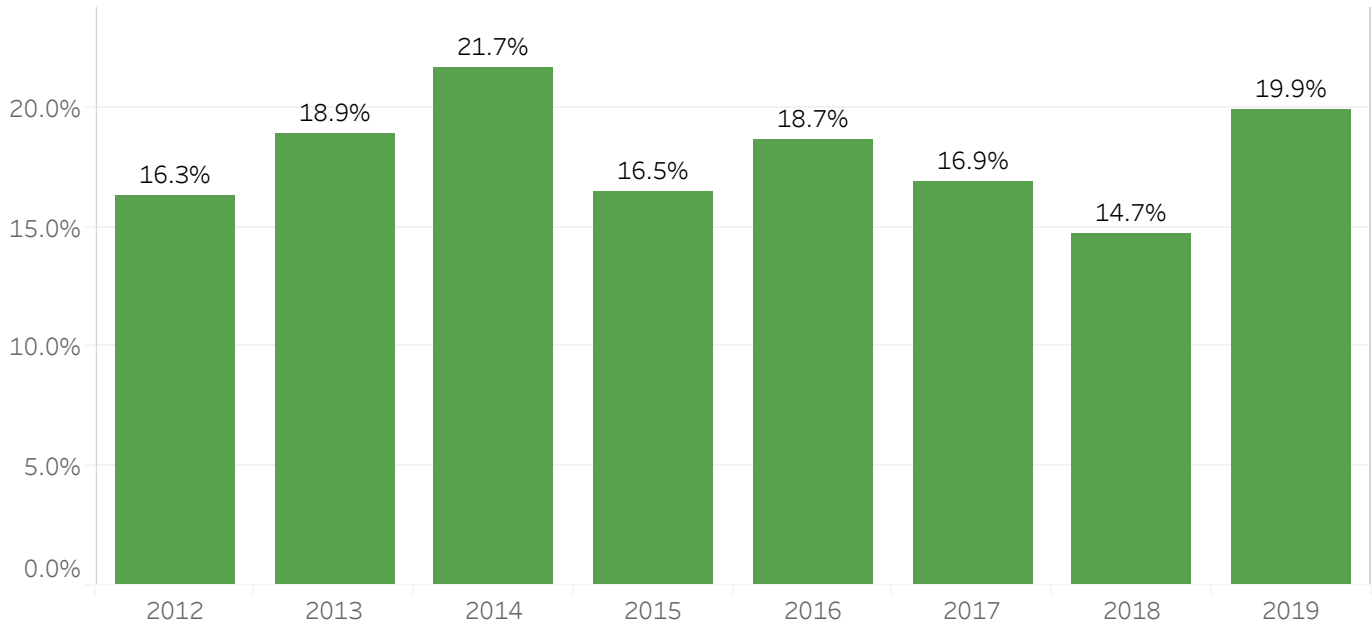
## Fund Balances as Percent of Expenditures

This indicator considers the ability of the school corporation to maintain operations in the event of delays in revenue by utilizing existing fund balances to fund operations.

Select Funds by Fund Classification:

All

### Fund Balances As Percent Of Expenditures



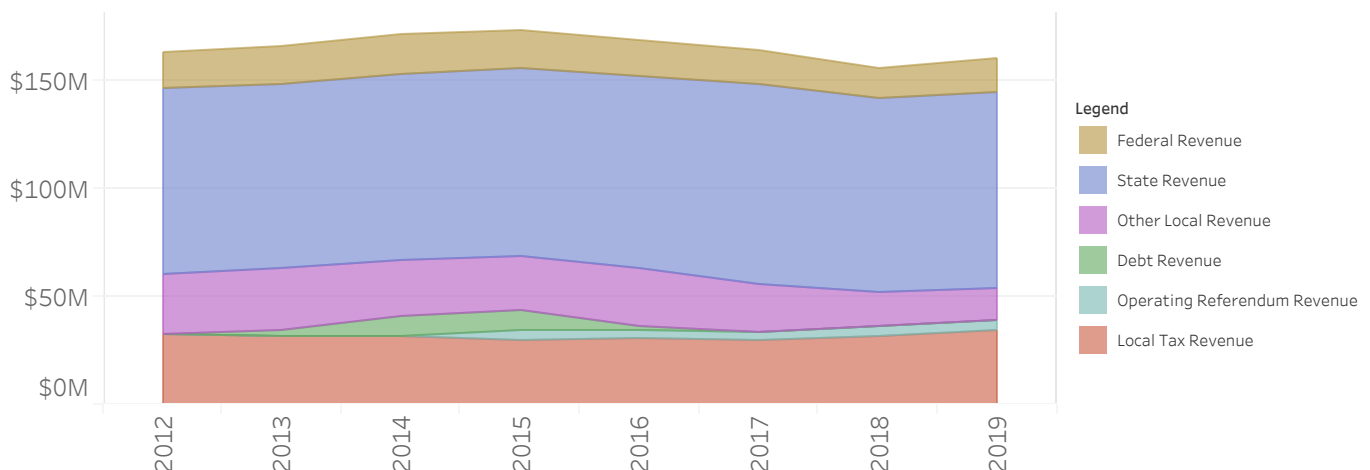
## Revenue by Type

Local Tax revenue includes property tax, income tax, and other taxes as applicable. Other local revenue will include revenue sources such as rental income and sale of property. Debt revenue includes bond and loan proceeds. State revenue includes tuition support and other grants received from the State. Federal revenue includes grant funding received from the Federal government.

Select Funds by Fund Classification:

All

### Revenue by Type



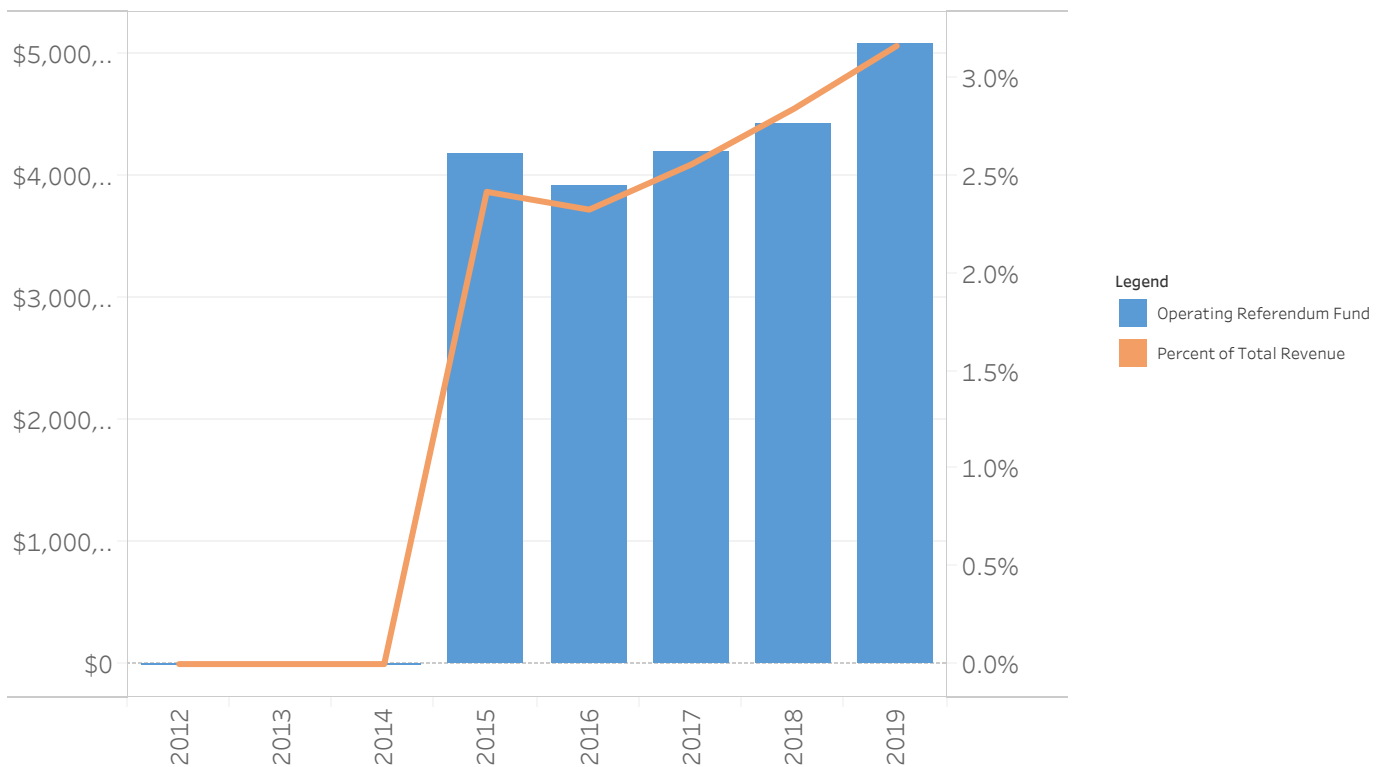
## Operating Referendum Revenue as Percent of Total Revenue

For those school corporations that have successfully obtained an operating referendum, this indicator provides data on the importance of the referendum revenue to the school corporation's revenue picture. For additional information, visit the Department of Local Government Finance's Referendum Information page (<https://www.in.gov/dlgf/8789.htm>).

Select Funds by Fund Classification:

All

### Operating Referendum Revenue as Percent of Total Revenue



#### For More Information:

Indiana Department of Education School Financial Reports (<https://form9.doe.in.gov/public/home/dashboard>)

Indiana Department of Education InView (<https://inview.doe.in.gov/>)

State Board of Accounts Audit Reports (<https://secure.in.gov/apps/sboa/audit-reports/#/>)

Indiana Gateway for Government Units (<https://gateway.ifionline.org/>)

For technical problems, questions or feedback about the Indicators Dashboard, please contact [indicators@duab.in.gov](mailto:indicators@duab.in.gov).

School Corporation Fiscal Indicators Data Sources

(<https://www.in.gov/duab/files/School%20Corporation%20Fiscal%20Indicators%20Data%20Sources.pdf>)

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

January 12, 2021

CALENDAR

Jan	12	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jan	12	Immediately following	Executive Session, J.C. Rice Educational Services Center
Jan	12	7:00 p.m.	Organizational Meeting, J.C. Rice Educational Services Center
Jan	12	Immediately following	Finance Meeting, J.C. Rice Educational Services Center
Jan	12	Immediately following	Regular Board Meeting, J.C. Rice Educational Services Center
Jan	26	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jan	26	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Feb	9	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Feb	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 – December 15, 2020 – Regular Board Meeting
  - Claims
  - Gift Acceptance
  - Fundraisers
  - Extra-Curricular Purchase Request
  - Conference Leave Requests
  - Personnel Report

E. OLD BUSINESS

Board Policy 2266 – Title IX - The Administration presents proposed new Board Policy 2266 – Title IX, as initially presented at the December 8, 2020 regular meeting.

Board Policy 7455 – Accounting System for Fixed Assets The Administration presents proposed revisions to Board Policy 7455 – Accounting System for Fixed Assets, as initially presented at the December 8, 2020 regular meeting.



F. NEW BUSINESS

Board Policy 3422.06S – Secretarial/Business Compensation Plan The Administration presents proposed revisions and asks to waive 2<sup>nd</sup> reading of Board Policy 3422.06S – Secretarial/Business Compensation plan.

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

Board Policy 3422.14S – Employees in Technology Services Positions Compensation Plan The Administration presents proposed revisions and asks to waive 2<sup>nd</sup> reading of Board Policy 3422.14S – Employees in Technology Services Positions Compensation plan.

Memorandum of Understanding – The Administration recommends approval of a Memorandum of Understanding between Elkhart Community Schools and the Elkhart Teachers Association regarding Student Loads.

Cooperation Agreement – The Administration seeks authorization to enter into a Cooperation Agreement with Elkhart County through the Health Department with Elkhart Community Schools regarding emergency services.

VEBA Resolution – The Administration seeks approval of a Resolution authorizing the Chief Financial Officer or his designee to make retroactive contributions to VEBA accounts of employees not in alignment with board policy and to correct current contribution rates to also align with policy.

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

G. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

H. ADJOURNMENT

MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana

December 15, 2020

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 5:30 p.m.			Place/Time
Board Members Present:	Kellie L. Mullins Carolyn R. Morris Roscoe L. Enfield, Jr.	Susan C. Daiber Troy E. Scott	Roll Call
Via Electronic Communication:		Babette S. Boling Douglas K. Weaver	
President Kellie Mullins called the regular meeting of the Board of School Trustees to order.			Call to Order
Board member Carolyn Morris recited the Elkhart Promise.			The Elkhart Promise
Mrs. Mullins discussed the invitation to speak protocol.			
By unanimous action by roll call, the Board approved the following consent items:			Consent Items
Minutes – December 8, 2020 - Public Work Session Minutes – December 8, 2020 – Regular Board Meeting			Minutes
Payment of claims totaling \$1,903,564.68 as shown on the December 15, 2020, claims listing. (Codified File 2021-91)			Payment of Claims
An extra-curricular purchase request from Elkhart High School’s athletic department to purchase a shot sled for the wrestling program in the amount of \$1,640.00.			Extra-curricular Purchase
The following donations made to Elkhart Community Schools (ECS): \$50,000 from the Welter Foundation, and \$25,000 from Dr. and Mrs. Richard Boling to the Engineering, Technology and Innovation building fund; \$10,000 from Dr. and Mrs. Richard Boling to the Athletic Renovation Fund; \$500 from Jill Szyarto to purchase new music apparel for EHS bands, choirs and orchestras; and \$500 from Cressy & Everett, Inc., Realtors, to the EHS boys’ track program.			Gift Acceptance

	Personnel Report
<p>Employment of the following three (3) certified staff members, effective on dates indicated:  Rebecca Kmitta - psychologist at ECS, 12/14/20  Toni Meyer - intervention at Hawthorne, 1/4/21  Paul Steury - science at Elkhart Academy, 12/14/20</p>	Certified Employment
<p>Resignation of certified staff member, Evelyn Bacino, special education at Elkhart Academy, effective 12/18/20.</p>	Certified Resignation
<p>Employment of the following four (4) classified employees, effective on dates indicated:  Brandon Fossett -bus helper at Transportation, 12/7/20  Kitty Lange - food service at Feeser, 12/14/20  John Poe - custodian at Bristol/Eastwood, 12/14/20  Shannan Simon - secretary at EHS East, 12/14/20</p>	Classified Employment
<p>Resignation of the following three (3) classified employees, effective on dates indicated:  Martha Brown - food service at Beck, 1/4/21  Lisa Conley - food service at EHS East, 12/11/20  Jasmine Sandoval - bus helper at Transportation, 12/18/20</p>	Classified Resignations
<p>Leave for the following two (2) classified employees, for dates indicated:  Irenna Coleman - food service at EHS West, beginning 11/30/20 and ending 1/15/21  Brittnee Taylor – food service at Commissary, beginning 12/7/20 and ending 12/18/21</p>	Classified Leaves
<p>Reassignment of classified employee, Toni Meyer, to certified position.</p>	Reassignment
<p>Termination of classified employee, Matenia Walters, substitute teacher at Exceptional Learners, effective 12/3/20.</p>	Termination
<p>By unanimous action by roll call, the Board adopted a Resolution to transfer funds to/from the Rainy Day Fund. Per past practice at year end, the business department requested approval of fund transfers to and from the Rainy Day Fund. In response to Board inquiries, after lengthy discussion regarding the current negative cash balance in the School Lunch Fund, the Board approved the resolution unanimously. (Codified File 2021-92)</p>	Resolution Adopted

The Board received a financial report from Kevin Scott, chief financial officer, for the period January 1 – November 30, 2020. The Board found the report to be in order.

Financial Report

Mr. Scott provided the current insurance update reporting the year should end with claims approximately \$300,000 below the previous year.

Insurance Update

Superintendent Thalheimer presented service awards to Rodney Dale and Carolyn Morris. Mr. Dale served on the Board from 2017 thru 2020. Ms. Morris has served on the Board for 20 years, from 2000 thru 2020. Board members thanked Mr. Dale and Ms. Morris for their time and dedication to Elkhart Community Schools. Ms. Morris' family introduced themselves and spoke of her commitment to the District and the welfare of children.

From the Superintendent

The meeting adjourned at approximately 8:40 p.m.

Adjournment

APPROVED:

Signatures

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

\_\_\_\_\_  
I.S. Davis, Member

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

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

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

\_\_\_\_\_  
Troy E. Scott, Member

\_\_\_\_\_  
Douglas K. Weaver, Member



ELKHART AREA CAREER CENTER

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

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

**FROM: BRANDON EAKINS** BE

**DATE: SEPTEMBER 24, 2020**

**RE: DONATION APPROVAL - EACC**

Jessica Weaver has donated a 2010 Ford Edge Limited, VIN #2FMDK3KC1ABB46746 with an owner estimated value of \$6,293.00. This vehicle will be used in our Automotive cluster.

This vehicle will be very useful as it will be used by students for training purposes.

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:

Jessica Weaver  
424 W La Salle Ave.  
Mishawaka, IN 46545-5540



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



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

DATE: December 15, 2020

TO: Dr. Steve Thalheimer  
Board of School Trustees

FROM: Jacquie Rost, Athletic Director

RE: Donation Approval

We are in receipt of an extracurricular donation in the amount of \$250.00 for the boys' basketball team from Brian and Amanda Jamison Charitable NE. This donation will go toward miscellaneous costs associated with this 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:

Mrs. Amanda Jamison  
PO Box 452  
Bristol, IN 46507



**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: January 5, 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 \$5000.00 from the Kimberlee and Scott Welch Family. 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:

**Kimberlee and Scott Welch Family**  
23510 Greenleaf Blvd  
Elkhart In 46514

Thank you for considering this request.



**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: January 6, 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 Erik & Christina 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:

Erik & Christina Smith  
51533 Copper Forest Ln.  
Granger, IN 46530

Thank you for considering this request.





**ELKHART HIGH SCHOOL WEST**

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PHONE: 574-262-5600



**ELKHART COMMUNITY SCHOOLS**

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: January 6, 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 \$550.00 from an anonymous donor. 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:

Anonymous Donor  
2303 Greenleaf Blvd  
Elkhart, IN 46514

Thank you for considering this request.



**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: January 6, 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 \$1100.00 from Randal & Lori Christophel. 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:

Randal & Lori Christophel  
3063 Hackett Rd  
Goshen, IN 46528-2701

Thank you for considering this request.



**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: January 6, 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 Richard & Kathleen Collins. 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:

Richard & Kathleen Collins  
54491 Hunters Ct.  
Elkhart, IN 46514-4660

Thank you for considering this request.



**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: January 6, 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 Carolyn Cook. 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:

Carolyn Cook  
7369 Catboat Ct.  
Fishers, IN 46038

Thank you for considering this request.



**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: January 6, 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 \$1000.00 from Anthony & Carolyn Hunt. 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:

Anthony & Carolyn Hunt  
1111 E. Jackson Blvd  
Elkhart, IN 46516-4319

Thank you for considering this request.



**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: January 6, 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 \$2500.00 from Mulvaney Law Office, LLC. 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:

Mulvaney Law Office, LLC  
PO Box 2992  
Elkhart, IN 46515-2992

Thank you for considering this request.



**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: January 6, 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 Michael & Jennifer Nolan. 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:

Michael & Jennifer Nolan  
3221 East Lake Dr. N.  
Elkhart, IN 46514

Thank you for considering this request.



**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: December 29th, 2020

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 \$1,000 has been given to the Elkhart High School Athletic Department. This donation was sent by Genesis Products, LLC to support the Elkhart High School Girls' Basketball Athletic 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:

Genesis Products, LLC  
PO Box 2117  
Elkhart, Indiana 46515

Sincerely,  
Brian Buckley  
Director of Athletics, Elkhart High School





**SUPERINTENDENT'S OFFICE**

PHONE: 574-262-5526



**ELKHART COMMUNITY SCHOOLS**

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

DATE: January 5, 2021

TO: Dr. Steven Thalheimer  
Board of School Trustees

FROM: Susan Ott

RE: Donation Approvals

The Irions Foundation has made a donation in the amount \$50,000.00 and David Weaver has made a donation in the amount of \$25,000.00 to Elkhart Community Schools for the Engineering, Technology and Innovation building fund.

I am requesting approval from the Board of School Trustees to accept these donations and that appropriate letters of acknowledgement be sent to:

Irions Foundation  
2602 Marina Drive  
Elkhart, IN 46514

David Weaver  
29080 CR 10  
Elkhart, IN 46514



**OSOLO ELEMENTARY SCHOOL**  
24975 COUNTY ROAD 6 EAST • ELKHART, IN 46514  
PHONE: 574-262-5590



**ELKHART COMMUNITY SCHOOLS**  
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: KRIS WEIMER, PRINCIPAL**

**DATE: DECEMBER 17, 2020**

**SUBJECT: GIFT ACCEPTANCE**

Osolo Elementary School would like to publicly thank Safe Fleet for their donation of \$905 and gift cards with a value of \$60 to our Angel Tree Program. This donation helps support families in need during the holiday season. We are thankful for Safe Fleet's generosity in giving to our Angel Tree program and for helping to meet the needs of our Osolo families.

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:

Safe Fleet  
319 Roske Dr.  
Elkhart, IN 46516



**PIERRE MORAN MIDDLE SCHOOL**

200 WEST LUSHER AVENUE • ELKHART, IN 46517

PHONE: 574-295-4805



**ELKHART COMMUNITY SCHOOLS**

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: CYNTHIA BONNER, PRINCIPAL  
J. SATTERFIELD, ATHLETIC DIRECTOR**

**DATE: JANUARY 5, 2021**

**SUBJECT: GIFT ACCEPTANCE**

We are in receipt of a donation of 25 basketball warm-up suits (donor valued at \$1,375) from Mr. Albert White and AZ Apparels for use by our Boys and Girls Basketball Teams.

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:

AZ Apparels  
Mr. Albert White  
PO Box 971  
Wakarusa, IN 46573

January 12, 2021, Meeting of Board of School Trustees

<b>School/Organization</b>	<b>Fundraising Activity Description/Purpose</b>	<b>Date(s) of Activity</b>	<b>Date Submitted</b>	<b>Sponsor(s)</b>
Elkhart High School West - Move to Stand	Carnation flower sale for Valentine' Day. Proceeds will be used for Move to Stand activities and to purchase materials to promote anti-bullying awareness.	2/1/2021 - 2/12/2021	12/15/2020	Tara Butler
	<b>Please note the following fundraisers are presented for confirmation only.</b>			
Elkhart High - Lions Student Athletic Council	Shirts are being sold at cost. The purpose of this to promote school spirit and give the students the opportunity to purchase basketball gear.	11/20/2020 - 12/3/2020	11/20/2020	Haley Warstler

ELKHART COMMUNITY SCHOOLS  
Elkhart, Indiana

January 5, 2021

TO: Dr. Steven Thalheimer  
Board of School Trustees

FROM: Kevin Scott

SUBJECT: Extra-Curricular Purchase

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

SCHOOL/ACCOUNT	ITEM	AMOUNT
Elkhart High School Golf Special Fund	Golf Projector	\$699.00



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

\*\*\*\*\*

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

To: Board of School Trustees  
From: Brian Buckley & Jacquie Rost, Athletic Directors  
Date: December 10, 2020

---

**GOLF PROJECTOR**

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The Elkhart High School girls and boys teams would like to purchase a projector that will be used for training purposes. The cost of the projector is \$699.00.

We are requesting your approval of the attached quote so that we may purchase this equipment as soon as possible. The purchase will be made using the Elkhart High School Golf Special Fund.

Thank you,

Brian Buckley and Jacquie Rost  
Athletic Directors  
Elkhart High School

Deliver to Scott Elkhart 46517 Electronics short throw projector 1080p

Hello, sc... Account Returns & Orders 0

All Gift Cards Prime Best Sellers scott's Amazon.com Prime Video Customer Service Browsing History Finish your gift list

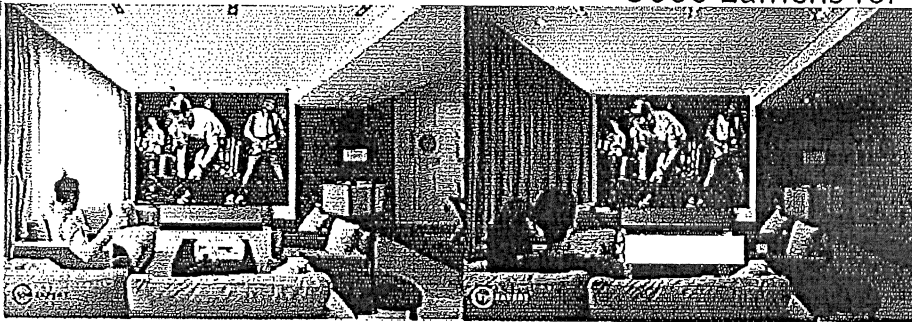
All Electronics Deals Best Sellers TV & Video Audio & Home Theater Computers Camera & Photo Wearable Technology Car Electronics & GPS



Electronics > Video Projectors



2 VIDEOS



# BenQ TH671ST 1080p Short Throw Gaming Projector | Gaming Mode for Intense Low Input Lag Action | 3000 Lumens for

Year

\$699.00

Prime FREE Delivery & FREE Returns

FREE Delivery Dec 29 - Jan 2 for Prime members Details

Arrives after Christmas. Need a gift sooner? Send an Amazon Gift Card instantly by email or SMS.

In stock on December 27, 2020. Order it now.

Add to Cart

Buy Now

Secure transaction

Ships from Amazon.com Sold by Amazon.com Packaging Shows what's inside. T...

Details

Return policy: Returnable until Jan 31, 2021

Add a Protection Plan:

- 3-Year Protection for \$65.99
- 2-Year Protection for \$48.99

Add gift options

Deliver to Scott - Elkhart 46517

Add to List

New & Used (13) from \$699.00 FREE Shipping

Share

Other Sellers on Amazon

\$795.00

Add to Cart

+ Free Shipping Sold by: PCNation

Have one to sell?

Delivery & FREE Returns

You Save: \$100.00 (13%)

Style: High Brightness

Accurate Colors \$849.00

High Brightness \$699.00

Hardware USB, HDMI Interface

Brand BenQ

Item Weight 5.9 Pounds

Minimum Throw Distance 5 Feet

Image Contrast Ratio 10000:1

Roll over image to zoom in

### About this item


- UNPARALLELED PICTURE QUALITY: With Native Full HD 1080p Resolution, 92% Rec. 709 Color Accuracy, 3000 Lumens and high native contrast ratio for the ultimate immersive cinematic and gaming experience.

**ELKHART COMMUNITY SCHOOLS**

**Elkhart, Indiana**

DATE: January 7, 2021

TO: Dr. Steve Thalheimer, Superintendent

FROM: Dr. Bradley Sheppard 

RE: **Conference Leave Requests**  
**January 12, 2021 - Board of School Trustees Meeting**

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

<b>2020 - 2021 CONFERENCES</b>	<b>EXPENSES</b>	<b>SUBSTITUTE</b>
<b>INDIANA MUSIC EDUCATORS ASSOCIATION PD CONFERENCE</b>	\$188.00	\$0.00
Attendance at this conference will give me ideas for improving my instruction and the students' learning. There is a wide variety of workshops at this conference that I can learn from, and apply what I learn. I plan to discuss what I learn with my colleagues during and after the conference, where we can discuss how to implement the new ideas as well.		
I'll learn the new best practices for teaching orchestra by attending virtual clinics taught by nationally-renowned educators. Educators from all around the state will attend. I'll share what I learned with my colleagues through collaborative conversations in PLC meetings.		
Elkhart, Indiana (attendance is virtual)		
January 14 - 15, 2021 (0 day's absence)		
CAROLYN KELLEY - ROOSEVELT (0-0)	<i>Title II, Part A, FY2020</i>	N/A
KYLE WEIRICH - ELKHART HIGH SCHOOL EAST (0-0)	<i>Title II, Part A, FY2020</i>	N/A
	<b>\$188.00</b>	<b>\$0.00</b>
2020 YEAR-TO-DATE EDUCATION FUNDS	\$9,841.88	\$1,330.00
2021 YEAR-TO-DATE EDUCATION FUNDS	\$450.00	\$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	\$356.00	\$0.00
2021 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$66,669.35</b>	<b>\$5,795.00</b>

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





**TO: DR. STEVEN THALHEIMER**  
**FROM: MS. CHERYL WAGGONER**  
**DATE: JANUARY 12, 2021**

**PERSONNEL RECOMMENDATIONS**

**CERTIFIED**

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

<b>Jill Brenneman</b>	<b>Hawthorne/Grade 6</b>
<b>Amanda Davis</b>	<b>Pierre Moran/Language Arts</b>
<b>Audrey Gemberling</b>	<b>Pinewood/ENL</b>
<b>Kent Kauffman</b>	<b>Elkhart West/Science</b>
<b>Mary Kwon</b>	<b>Pinewood/ENL</b>

- c. **Retirement** – We report the retirement of the following employee effective June 15, 2021:

<b>Kathleen Mentz</b>	<b>PACE/District Dean</b>	<b>16Years of Service</b>
-----------------------	---------------------------	---------------------------

- d. **Personal Leave** – We recommend a personal leave for the following employee:

<b>Shanna Robinson</b>	<b>Elkhart West/Social Studies</b>
Begin: 1/19/21	End: 6/2/21

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

<b>Elise Maller</b>	<b>Elkhart East/Counselor</b>
Begin: 8/6/19	Resign: 12/18/20

**CLASSIFIED**

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

**Andrew Geers**  
Began: 10/29/20

**Eastwood/Custodian**  
PE: 12/23/20

**Benjamin Hesch**  
Began: 10/26/20

**Woodland/Custodian**  
PE: 12/21/20

**Elizabeth Osowski**  
Began: 10/27/20

**Elkhart West/Food Service**  
PE: 1/5/21

**Niquan Whitener**  
Began: 10/27/20

**Commissary/Misc. Truck Driver**  
PE: 1/5/21

**Jacquelyn Zayas**  
Began: 10/27/20

**Transportation/Bus Driver**  
PE: 1/5/21

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

**Nathaniel Blodgett**  
Began: 7/7/20

**Transportation/Mechanic**  
Resign: 1/8/21

**Kristie Burk**  
Began: 1/16/19

**Transportation/Bus Driver**  
Resign: 1/5/21

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

**Janet LaPlace**  
Began: 1/18/11

**Commissary/Food Service**  
Retire: 1/22/21  
10 Years of Service

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

**Terrin Allen**  
Begin: 1/4/21

**Hawthorne/Food Service**  
End: 1/11/21

**Debra Ball**  
Begin: 1/4/21

**Roosevelt/Substitute Teacher**  
End: 1/29/21

**Alix Davis**  
Begin: 1/4/21

**Transportation/Bus Driver**  
End: 6/2/21



**Frances Eggink**  
Begin: 1/4/21

**West Side/Food Service**  
End: 1/29/21

**Tonci Haynes**  
Begin: 1/4/21

**Elkhart East/Food Service**  
End: 1/29/21

**Kimberly Jones**  
Begin: 1/4/21

**Elkhart West/Paraprofessional**  
End: 6/2/21

**Lynne Lee**  
Begin: 1/4/21

**Transportation/Bus Helper**  
End: 6/2/21

**Christina Miller**  
Begin: 1/4/21

**Transportation/Bus Driver**  
End: 6/2/21

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

**Liesl Bell**  
Begin: 1/4/21

**Elkhart West/Technical Assistant**  
End: 1/15/21

**Sherriann Gard**  
Begin: 1/14/21

**Osolo/Paraprofessional**  
End: 5/10/21

**Vicky Kraus**  
Begin: 1/4/21

**Elkhart East/Technical Assistant**  
End: 1/29/21

**Kitty Lange**  
Begin: 1/4/21

**Feeser/Food Service**  
End: 1/15/21

**Cleve Shirley**  
Begin: 1/4/21

**Transportation/Bus Driver**  
End: 2/15/21

- f. **Reassignment** – We recommend the approval of reassignment of the following classified employee to certified position:

**Jill Brenneman**

**Hawthorne/Permanent Substitute**

- g. **Revision** - We recommend the revision of a resignation reported on the December 15, 2020, Board Report of the following employee:

**Martha Brown**  
Began: 10/3/16

**Beck/Food Service**  
Resign: 1/5/21



- h. **Revision** - We recommend the revision of a retirement reported on the October 27, 2020, Board Report of the following employee:

**Donna Gildea**  
Began: 4/17/97

**Elkhart Academy/Social Worker**  
Retire: 1/5/21  
23 Years of Service

- i. **Termination** - We report the termination of the following classified employees:

**Robert Gray**  
Began: 8/18/17

**Pierre Moran/Food Service**  
End: 1/12/21  
Policy: 3139.01S

**Nicole Sparr**  
Began: 12/6/18

**Commissary/Food Service**  
End: 12/15/20  
Policy: 3139.01S

**Debra Watson**  
Began: 9/14/15

**Roosevelt/Food Service**  
End: 9/22/20  
Policy: 3139.01S



Book	Policy Manual
Section	2000 Program
Title	PROPOSED REVISED TITLE IX (as presented during the 12/8/2020 BST meeting)
Code	po2266
Status	
Last Revised	December 8, 2020
Last Reviewed	January 12, 2021

## **TITLE IX**

### **A. RESTATEMENT OF POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX.**

The Board of School Trustees of Elkhart Community Schools noting the adverse effects discrimination and harassment can have on student academic progress, social relationship, and/or personal sense of self-worth; along with workplace satisfaction and effective performance of defined employment responsibilities does not discriminate on the basis of sex in its educational programs and activities, including employment and admissions. All forms of sex-based discrimination, including sexual harassment are prohibited pursuant to Board Policies 2260 and 3122ACS.

### **B. TITLE IX SEXUAL HARASSMENT POLICY.**

#### **1. Application of This Policy.**

While all forms of sex-based discrimination are prohibited in by the Elkhart Community Schools ("ECS" or "District"), the purpose of this policy is to address, and only to address, sexual harassment as defined in Title IX and this policy, occurring within the educational programs and activities of ECS, and to provide a grievance process for investigating and reaching a final determination of responsibility for a formal complaint of sexual harassment. The "Title IX Grievance Process" is set out in §C below. While the District must respond to all "reports" it receives of sexual harassment, the Title IX Grievance Process is initiated only with the filing of a formal complaint.

The purpose of this Policy, as noted above, is to address, and only to address, sexual harassment as defined in Title IX occurring within the educational programs and activities of the district. For harassing conduct which does not meet the definition of sexual harassment under Title IX and this Policy, the District's response will be governed under other applicable laws and policies adopted by the Board of School Trustees, including but not limited to the following polices: 2260, 2260.01, 3122ACS, 3122.02ACS, and 3123ACS, along with the provisions of Administrative Regulations and Guidelines implementing the same.

This Policy shall apply to all students, employees, and any third party who contracts with the District to provide services to ECS students or employees, upon District property or during any school program or activity.

Nothing in this policy will be construed to confer on any third party a right to due process or other proceedings to which student and employee respondents are entitled under this policy unless such right exists under law. Volunteers and visitors who engage in sexual harassment will be directed to leave school property and/or be reported to law enforcement or the Indiana Department of Child Services as appropriate. A third party, under the supervision and control of the school system, will be subject to termination of contracts/agreements, restricted from access to school property, and/or subject to other consequences, as appropriate.

The Superintendent shall have overall responsibility for implementing this Policy, and shall annually appoint a District Title IX Coordinators that position is described in §B-3, below. The name and contact information for the Title IX Coordinator is set forth in Board Policy 2260, which policy shall be updated and disseminated annually with the Title IX Coordinator's name as set forth in Board policy 2260.

#### **2. Definitions.**

As used in this Policy and the Title IX Grievance Process, the terms below shall have the meaning ascribed.

- a. **"Actual knowledge"** occurs when the District's Title IX Coordinator or **ANY** employee of one of the District's schools (other than a "respondent" or alleged harasser) receives a notice, report, or information or becomes aware of sexual harassment or allegations of sexual harassment.
- b. **"Complainant"** is an individual who is alleged to be the victim of conduct which could constitute sexual harassment, whether or not this person files a report or formal complaint.
- c. **"Days"** shall mean work days (i.e. days when district administrative offices are open for business).
- d. **"Decision Maker"** means persons tasked with: the responsibility of making initial determinations of responsibility (at times referred to as "initial decision maker"); or the responsibility to decide any appeal (at times "appeals decision maker") with respect to formal complaints of sexual harassment in accordance with the Title IX Grievance Process.
- e. **"Determination of Responsibility"** is the formal finding by the decision-maker on each allegation of Sexual Harassment contained in a Formal Complaint the Respondent did or did not engage in conduct constituting Sexual Harassment Under Title IX.
- f. **"Formal Complaint"** means a document filed by a complainant, the complainant's parent/guardian, or the Title IX Coordinator, alleging sexual harassment against a respondent, and requesting the district investigate the allegation of sexual harassment.
- g. **"Respondent"** is an individual who is reported to be the individual accused of conduct which could constitute sexual harassment.
- h. **"Sexual harassment"** prohibited under Title IX and by this policy is conduct on the basis of sex (including, without limitation, gender, sexual orientation, and/or gender identity), occurring in a school system education program or activity that satisfies one or more of the following:
  1. A school district employee conditioning an aid, benefit, or service of an education program or activity on an individual's participation or refusal to participate in sexual conduct irrespective of whether the conduct is welcomed by the student or other employee;
  2. Unwelcome sex-based/related conduct determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive it effectively denies a person equal access to the education program or activity (this standard requires consideration of all the facts and circumstances, including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority; **OR**
  3. Sexual assault, dating violence, domestic violence, or stalking as defined in state or federal law.

Behaviors constituting sexual harassment may include, but are not limited to:

- i. Sexually suggestive remarks or jokes;
- ii. Verbal harassment or abuse;
- iii. Displaying or distributing sexually suggestive pictures, in whatever form (e.g., drawings, photographs, videos, irrespective of format);
- iv. Sexually suggestive gesturing, including touching oneself in a sexually suggestive manner in front of others;
- v. Harassing or sexually suggestive or offensive messages written or electronic;
- vi. Subtle or direct propositions for sexual favors or activities;
- vii. Touching of a sexual nature or groping; and
- viii. Teasing or name-calling related to sexual characteristics or the belief or perception an individual is not conforming to expected gender roles or conduct.

**Note:** incidents of the above conduct would still need to satisfy one or more of the criteria in paragraphs i-iii of this definition.

Sexual harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

The context of behavior can make a difference between conduct falling within the technical definition of Sexual Harassment Under Title IX, and conduct of a sexual nature which is offensive or hostile in itself, but does not arise to the level within that definition. **District policies prohibit both, but for purposes of its Title IX obligations the District must address reports or complaints of conduct which may constitute sexual harassment as defined above, under this specific, limited scope Policy and Title IX Grievance Process.** Except as used in other laws (e.g., Title VII) or policies (e.g., Board policies 2260 and 3122ACS) pertaining to harassment, including of a sexual nature, other than Title IX sexual harassment, all references to "sexual harassment" in this policy mean sexual harassment meeting the above definition.

Conduct satisfying this definition is not sexual harassment for purposes of this policy if the conduct occurred (1) outside the United States or (2) under circumstances in which the school system did not have substantial control over both the harasser/respondent and the context in which the harassment occurred.

**NOTE Regarding Concurrent Enrollment and Dual Enrollment, Extended Learning Opportunities, 3<sup>rd</sup> Party Distance Learning, and Other Alternative Instructional Programs:** Under federal regulations, in order for the District to have jurisdiction over conduct that would otherwise meet the definition above of sexual harassment, ECS must have substantial control over both the respondent and the context in which the harassment occurred. In general, this will mean that unless such learning program is occurring upon ECS property, conduct otherwise meeting the definition of sexual harassment within that program, may not be subject to this policy.

- i. **"Supportive Measures"** are free, non-disciplinary, non-punitive, individualized services and shall be offered to the complainant, and may be offered to the respondent, as appropriate. These measures may include, but are not limited to, the following:
  1. Counseling;
  2. Course modifications;
  3. Schedule changes; and
  4. Increased monitoring or supervision.

Such measures shall be designed to restore or preserve equal access to ECS education programs and activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the ECS educational environment and/or deter sexual harassment. Supportive measures shall remain confidential with exclusive exceptions stated required in §B-5 below.

### **3. Title IX Coordinator.**

The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of sexual harassment. The Title IX Coordinator shall receive general and specific reports of sexual harassment, and coordinate the District's responses to both reports and formal complaints of sexual harassment so the same are prompt and equitable. In addition to any other specific responsibilities assigned under this Policy, or as assigned by the Superintendent, the Title IX Coordinator will be responsible for:

- a. meeting with a complainant, and informing the parent/guardian once the Title IX Coordinator becomes aware of allegations of conduct which could constitute sexual harassment as defined in this Policy;
- b. identification and implementation of supportive measures;
- c. signing or receiving formal complaints of sexual harassment;
- d. engaging with the parents/guardians of parties to any formal complaint of sexual harassment;
- e. coordinating with district and school-level personnel to facilitate and assure implementation of investigations, and remedies, and helping to assure the District otherwise meets its obligations associated with reports and complaints of sexual harassment;
- f. coordinating with the Superintendent with respect to assignment of persons to fulfill the District's obligations, both general and case specific, relative to this Policy (e.g., investigator, decision makers, etc.; this may involve the retention of third party personnel.);
- g. coordinating with district and school-level personnel to assure appropriate training and professional development of employees and others in accordance with §B-4 of this Policy; and

- h. helping to assure appropriate systems are identified and maintained to centralize sexual harassment records and data.

In cases where the Title IX Coordinator is unavailable, including unavailability due to a conflict of interest or other disqualifying reason (see §B-7, below), the Superintendent shall assure another person with the appropriate training and qualifications is appointed as acting Title IX Coordinator for that case, in such instances "Title IX Coordinator" shall include the acting Title IX Coordinators.

#### 4. **Training.**

All ECS employees shall receive regular training relative to mandatory reporting obligations, and any other responsibilities they may have relative to this Policy.

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must receive training on the definition of sexual harassment, this Policy, the scope of the District's education program or activity, and how to conduct an investigation (including the requirements of the reporting and the Title IX Grievance Process, including hearings, appeals, and information resolution processes). The training must also include avoiding prejudgment of the facts, conflicts of interest and bias.

Decision-makers must also receive training on issues of relevance of questions and evidence, including when questions about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment, and must be made available to the public as provided in §B-8 of this Policy.

#### 5. **Confidentiality.**

ECS will respect the confidentiality of the complainant and the respondent as much as possible; however, some information may need to be disclosed to appropriate individuals or authorities. All disclosures shall be consistent with the District's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action. Examples of required disclosure include:

- a. information to either party to the extent necessary to provide the parties due process during the Title IX Grievance Process;
- b. information to individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- c. mandatory reports of child abuse or neglect pursuant to Indiana Code and Board Policy 8462;
- d. information to the complainant's and the respondent's parent/guardian as required under this Policy and or the Family Educational Rights and Privacy Act ("FERPA"); and
- e. reports to the Indiana Department of Education as required under Indiana Code.

Additionally, any supportive measures offered to the complainant or the respondent shall remain confidential to the extent maintaining such confidentiality would not impair the ability of the school district to provide the supportive measures.

Except as specified above, ECS shall keep confidential the identity of:

- i. Any individual who has made a report or complaint of sex discrimination;
- ii. Any individual who has made a report or filed a formal complaint of sexual harassment;
- iii. Any complainant;
- iv. Any individual who has been reported to be the perpetrator of sex discrimination[1];
- v. Any respondent; and
- vi. Any witness.



Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of ECS to provide the supportive measures.

**6. Retaliation Prohibited.**

Retaliation against any person who makes a report or complaint, or against any person who assists, participates, or refuses to participate[2] in any investigation of an act alleged in this Policy is prohibited. Actions taken in response to **materially** false statements made in bad faith, or to submitting **materially** false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A finding of responsibility alone is insufficient to conclude a person made a materially false statement in bad faith. Complaints of retaliation with respect to reports or formal complaints of sexual harassment shall be filed under the District's general grievance process.

**7. Conflict of Interest.**

No person designated as a Title IX Coordinator, investigator, decision-maker, nor any person designated by the District to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

**8. Dissemination and Notice.**

The District shall include in all student and employee handbooks, and shall make publicly available on the district's website the following information:

- a. The District's policy of non-discrimination on the basis of sex (included in Board Policies 2260 and 3122ACS).
- b. the title, name, office address, email address, and telephone number of the Title IX Coordinator (to be provided pursuant to Board Policies 3362 and 5517);
- c. the complaint process;
- d. how to file a complaint of sex discrimination or sexual harassment;
- e. how ECS will respond to such a complaint; and
- f. a statement that Title IX inquiries may be referred to the Title IX Coordinator or to the Assistant Secretary for Civil Rights.

The same information shall be provided to all persons seeking employment with the District, or seeking to enroll or participate in the District's educational programs or activities.

Additionally, ECS will make this Policy, as well as any materials used to train personnel as required under §B-4 publicly available on the district's website.

**9. Records and Record Keeping.**

- a. For each report or formal complaint of sexual harassment, ECS, through the Title IX Coordinator, must create, and maintain for seven (7) years, record of:
  1. Any actions, including any supportive measures,
  2. The basis for the District's conclusion that its response was not deliberately indifferent; and
  3. Documentation which:
    - If supportive measures were provided to the complainant, a description of the supportive measures taken designed to restore or preserve equal access to the ECS education program or activity; or
    - If no supportive measures were provided to a complainant, explains the reasons why such a response was not clearly unreasonable in light of the known circumstances.
- b. In addition, ECS shall maintain the following records for a minimum of seven (7) years:
  1. Records for each formal complaint of sexual harassment, including:
    - Any determination regarding responsibility, including dismissals;

- Any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result there from;
- Any informal resolution process and the result there from;
- All materials used to train Title IX Coordinators, investigators, and decision-makers.

## 10. Reports of Sexual Harassment, Formal Complaints and District Responses

### a. Report of Sexual Harassment.

**NOTE:** A report does not initiate the formal Title IX Grievance Process. That process is begun only upon the filing of a formal complaint under the procedures set out in §§B-10-c, and C-1, below.

Any person may report sexual harassment, whether relating to her/himself or another person. **However, if any District employee – other than the employee harasser, or the Title IX Coordinator – receives information of conduct which may constitute sexual harassment under this Policy, s/he shall, without delay, inform the Title IX Coordinator** of the alleged sexual harassment. Failure to report will subject the employee to discipline up to and including dismissal.

A report of sexual harassment may be made at any time, in person, by mail, by telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Additionally, while the District strongly encourages reports of sexual harassment to be made directly to the Title IX Coordinator, the report may be made to **any** District staff member, including, for instance, a counselor, teacher or principal.

If the Title IX Coordinator is the alleged respondent, the report or formal complaint may be made directly to the Superintendent, who shall thereafter fulfill the functions of the Title IX Coordinator regarding that report/complaint, or delegate the function to another person.

NOTE: For any allegation of sexual assault on a student under the age of 18, such conduct shall be reported immediately to the Child Protective Services or law enforcement pursuant to Board policy 8462.

### b. District Response to Report of Sexual Harassment.

The district will promptly respond when there is actual knowledge of sexual harassment, even if a formal complaint has not been filed. The district shall treat complainants and respondents equitably by providing supportive measures to the complainant and by following the Title IX Grievance Process prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

As soon as reasonably possible after receiving a report of alleged sexual harassment from another ECS employee or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- discuss the availability of and offer supportive measures;
- consider the complainant's wishes with respect to supportive measures;
- inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

### c. Formal Complaints.

Pursuant to federal regulations, and this Policy, a formal complaint that contains an allegation of sexual harassment and a request that the District investigate the allegations is required before ECS may conduct a formal investigation of sexual harassment or take any action (other than supportive measures) against a person accused of sexual harassment. **Once a formal complaint of sexual harassment is received by**

**the Title IX Coordinator, s/he shall commence the Title IX Grievance Process set out in §C below. The process for filing a formal complaint is set forth in §C-1.**

d. Limitation on Disciplinary Action.

In no case shall ECS impose disciplinary consequences or sanctions against a respondent who has been accused of conduct which may constitute sexual harassment, until the Title IX Grievance Process has been completed.

e. Emergency Removal and Administrative Leave.

At any point after receiving a report or formal complaint of sexual harassment, the Title IX Coordinator (or other ECS official charged with a specific function under this Policy or the Title IX Process: e.g., investigator, decision maker, etc.) may request the Superintendent to direct an individualized safety and risk analysis be performed to determine whether a respondent student or employee is an immediate threat to the physical health or safety of any person. In the event the safety and risk analysis determines the respondent student does present an immediate threat to the physical health and safety of any person, the District may remove that student, provided such removal is in full compliance with the IDEA, a student's IEP and or 504 plan if applicable. Such emergency removal shall not be disciplinary. However, the District must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal, and shall continue to offer educational programming until a final determination is made pursuant to the Title IX Grievance Process.

The Title IX Coordinator shall keep the Superintendent informed of any employee respondents so he/she can make any necessary reports to Indiana Department of Education. In appropriate cases, the Superintendent may place an employee respondent on non-disciplinary administrative leave pursuant to established Board Policy.

**C. TITLE IX GRIEVANCE PROCESS.**

The Title IX Grievance Process is used only upon the filing of a formal complaint of sexual harassment as described in §C-1, below. The provisions of Section A of the Policy are incorporated as part of the Title IX Grievance Process. Upon receipt of a formal complaint of sexual harassment, the Title IX Coordinator will coordinate the District's efforts to comply with its responsibilities related to the Title IX Grievance Process.

**1. Process for Filing a Formal Complaint of Sexual Harassment.**

The Title IX Grievance Process is initiated by way of a formal complaint ("complaint" or "formal complaint") filed by the complainant, the complainant's parent/guardian, or the Title IX Coordinator. The complainant may file a complaint or choose not to file a complaint and simply receive the supportive measures. If the Complainant does not file a complaint, the Title IX Coordinator may sign a formal complaint, but only if initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances, and in other cases where, in the exercise of good judgment and in consultation with the outside counsel as appropriate, the Title IX Coordinator determines that a grievance process is necessary to comply with the obligation not to be deliberately indifferent to known allegations of sexual harassment (e.g., reports of sexual assault, employee on student harassment, repeat reports, or the conduct in the complainant's report has not been adequately resolved through the provision of supportive measures). If the complaint is filed by the Title IX Coordinator, he/she is not a party to the action, and the District must comply with all of the provisions of the Title IX Grievance Process relative to respondents and complainants.

If no formal complaint is filed by the complainant or the Title IX Coordinator no disciplinary action may be taken against the respondent based upon conduct that would constitute sexual harassment under this policy.

Although there is no time limit per se to filing a formal complaint, for complaints initiated by the complainant or his/her parent/guardian, the complainant must be employed by ECS or participating in or attempting to participate in the education program or activities of ECS at the time of filing. Additionally, although ECS will initiate the Title IX Grievance Process regardless of when the formal complaint is submitted, delays in reporting may significantly impair the ability of ECS officials to investigate and respond to the allegations.

At a minimum, a formal complaint must:

- a. contain the name and address of the complainant and the student's parent or guardian if the complainant is a minor student;
- b. describe the alleged sexual harassment,
- c. request an investigation of the matter, and

- d. be signed by the complainant or otherwise indicate that the complainant is the person filing the complaint.

The complaint may be filed with the Title IX coordinator in person, by mail, or by email. Complaint forms may be obtained from the Title IX Coordinator.

## **2. Initial Steps and Notice of Formal Complaint.**

- a. The Title IX Coordinator will provide notice to the complainant and the complainant's parent/guardian (if the complainant is a non-eligible student under FERPA), and to the respondent (if known) and the respondent's parent/guardian (if the respondent is a non-eligible student under FERPA), as well as to any other known parties, of the following:
  - i. this Title IX Grievance Process, including any informal resolution process;
  - ii. the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview; "sufficient details" shall include to the extent known identities of persons involved, the conduct allegedly constituting sexual harassment, and the date and location of the incident;
  - iii. a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
  - iv. that each party may have an advisor of their choice, who may be, but is not required to be, an attorney;
  - v. that each party is entitled to inspect and review evidence; and
  - vi. a reference to any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.
  - vii. The Title IX Coordinator will contact the complainant to discuss and offer supportive measures.
  - viii. The Title IX Coordinator may contact the respondent to discuss, and or impose, non-disciplinary supportive measures.
  - ix. The Title IX Coordinator will examine the allegations in the formal complaint, to determine whether even if assumed true, the allegations are sufficient to sustain a finding of sexual harassment under this Policy. If the Title IX Coordinator was not involved with preparing the formal complaint, the Title IX Coordinator will contact the complainant to discuss the complaint and whether amendment is appropriate, in which case the process of §C-3-d will apply.
  - x. If the formal complaint fails to satisfy the definition of sexual harassment in this Policy, the complaint shall be dismissed as provided in §C-7, below.
  - xi. If the complaint is not dismissed, then Title IX Coordinator will consult with the Superintendent as to whether the Title IX Coordinator should act as the investigator or whether a different district or other employee shall act in that capacity. At the same time, the Title IX Coordinator and the Superintendent shall appoint the person who shall make the initial determination of responsibility (initial decision maker). In all cases, the investigator and the initial decision maker must be properly trained and otherwise qualified (see §B-4 "Training", and §B-7 "Conflict of Interest").
  - xii. If the report alleges sexual harassment by the Superintendent, the Title IX Coordinator will inform the School Board President who shall have authority to seek guidance from the District's outside counsel, but shall not delay the District's response to the report as outlined in this Policy.

## **3. General Provisions and Additional Definitions Relative to Title IX Grievance Process.**

- a. Copies and Notices. Except as specifically stated elsewhere in this Policy, for any document, information or material required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the District official charged with the specific function under this Policy (e.g., Title IX Coordinator, Superintendent, investigator, decision maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the minor's parent/guardian. Copies should also be sent to a party's advisor if the information for the advisor has been previously communicated to the sending party. (Under federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party's advisor. See §§C-5-c, and C-5-d).

- b. Risk Analysis and Emergency Removal. At any point during the Title IX Grievance Process, the Title IX Coordinator may arrange for an individualized safety and risk analysis as described in §B-10-e, following which a student may be removed.
- c. Administrative Leave. At any point during the Title IX Grievance Process, the Superintendent, and at his/her own discretion, and with or without consulting the Title IX Coordinator, may place an employee on administrative leave pursuant to applicable Board Policy.
- d. Additional Allegations. If, in the course of an investigation, ECS decides to investigate allegations about the complainant or respondent that were not included in the previous notice, ECS shall simultaneously provide notice of the additional allegations to the parties whose identities are known.
- e. No Interference with Legal Privileges. At no point in process will the Title IX Coordinator, the investigator, any decision maker, or any other person participating on behalf of ECS, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege (e.g., doctor/patient, attorney/client, clergy, etc.), unless the person holding such privilege (parent/guardian for minor student) has waived the privilege in writing to use the information with respect to the Title IX Grievance Process.
- f. Consolidation of Complaints. ECS may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.
- g. Remedies: Range of Disciplinary Sanctions and Remedial Actions Upon Final Determination of Responsibility.
  - i. "Disciplinary sanctions" are consequences imposed on a respondent when s/he is found responsible for sexual harassment under this Policy. Remedial actions are actions intended to restore or preserve a complainant's equal access to the educational programs and activities of the District.
  - ii. "Disciplinary sanctions" against an employee respondent may include any available sanction available for the discipline of employees, up to and including dismissal, non-renewal or contract cancellation for any other violation of Board policy, applicable individual or collective bargaining contract, or state or federal laws or regulations.
  - iii. "Disciplinary sanctions" against a student may include any available discipline or sanction, up to and including expulsion, under the policies, rules and procedures that establish the district's comprehensive student code of conduct.
  - iv. "Remedial actions" as to a respondent after a final finding of responsibility, whether employee or student, may include the imposition upon a responsible respondent of any additional non-disciplinary measures appropriate to effecting a remedy for sexual harassment, and may include such measures as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings, reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant's right to access the district's program and activity.

Additional remedial actions may include recommendations that a school-wide or system-wide response is needed in order to respond to the sexual harassment in a way that is not clearly unreasonable under the circumstances. In such cases, the Superintendent shall provide additional staff training, harassment prevention programs, or such other measures as determined appropriate to protect the safety of the educational environment and/or to deter sexual harassment.

#### **4. Timeframe of Grievance Process.**

ECS shall make a good faith effort to conduct a fair, impartial grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will be concluded through at least the determination of responsibility decision within ninety (90) days after filing the formal complaint. In more complex cases, the time necessary to complete a fair and thorough investigation or other circumstances mean a determination of responsibility cannot reasonably be made within that timeframe.

- a. Summary of Grievance Process Timeline.
  - i. Investigation 20 +/- days as the complexity of the case demands (§C-5-a)
  - ii. 10 days for reviewing information prior to conclusion of investigation

- iii. 10 days after receiving report to respond to report
- iv. 10 days for decision maker to allow initial questions
- v. 10 days for responses to questions
- vi. 10 days for questions and responses to follow-up questions.
- vii. 10 days for determination of responsibility decision
- viii. 10 days for appeal (6 additional days for administrative steps)
- ix. 10 days for argument/statement challenging or supporting determination
- x. 10 days for decision on appeal

b. Delays and Extensions of Time. At any stage of the grievance process, the District (through the Superintendent, or if the Superintendent is the respondent, the Title IX Coordinator or designee) may for good cause allow for temporary delays or extensions of time upon request of either party, or on his/her own initiative. Examples of good cause may include such things as availability of parties or witnesses, school or school administrative office holidays or vacations, referral back to an earlier stage of the grievance process, concurrent law enforcement or other agency activity, or need to obtain interpreters or accommodation of disabilities. For any such delay or extension of time, the Superintendent or the Title IX Coordinator will provide written notice to the parties of the delay/extension and the reason(s).

## 5. **Investigation.**

The Title IX Coordinator will coordinate the investigation. The investigator shall be as appointed pursuant to §C-2-e.

- a. The Title IX Coordinator may conduct the investigation, or, in consultation with the Superintendent, designate another qualified person to investigate. The investigation and investigator must:
  - i. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. (Evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove someone other than the respondent committed the conduct alleged by the complainant, or if the evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent.)
  - ii. Ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on either of the parties;
  - iii. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence;
  - iv. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
  - v. Provide the parties with the same opportunities to have others present during any interview or other part of the investigation, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The investigator may restrict any others from participating, as long as the restrictions apply equally to both parties;
  - vi. Provide, to a party (e.g., respondent or complainant – and parent/guardian as appropriate) whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate within the timeframes established in §C-4, above.
  - vii. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint;
- b. Prior to completion of the investigative report, ECS, through the Title IX Coordinator, must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
- c. The investigator must prepare a written investigative report that fairly summarizes relevant evidence, including, without limitation, witness credibility, discrepancies, inculpatory and exculpatory information, and relevant District policies, guidelines, rules and regulations, and the manner in which the same were made known to the pertinent school populations or specific parties. The investigative report shall include a description of the procedural steps taken, starting with the receipt of the formal complaint, and continuing through the preparation of the

investigative report, including any notifications to the parties, interview with parties and witnesses, site visit, and methods used to gather evidence.

- d. The investigator shall provide the investigative report in hard copy or electronic format to the Title IX Coordinator, to each party and each party's advisor, if any. Each party will have ten(10) days from receipt to provide the Title IX Coordinator a written response to the investigative report.
- e. It serves all parties when investigations proceed diligently and conclude within a reasonable time, which may vary case by case. In most cases, it is expected that the investigator will conclude the initial investigation, and provide the parties the evidence and other information required under §C-5-b. Not more frequently than every other week, any party may request the Title IX Coordinator to obtain and provide the parties with a basic status report on the investigator's progress toward completion. In most cases, the investigator should conclude the investigation within ten (10) to twenty (20) days after receiving a Formal Complaint.

## **6. Determination of Responsibility and Initial Decision Maker.**

The determination of responsibility of the respondent shall be made by the initial decision maker as appointed pursuant to§C-2-e.

- a. Prior to making a determination of responsibility, the initial decision maker will afford each party ten (10) days to submit written, relevant questions to the initial decision maker that the party wants asked of any party or witness.
- b. The initial decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- c. The initial decision maker will provide the questions to the party/witness, with copies to each party, and provide no less than ten (10)days for written responses, likewise to be provided to each party.
- d. The initial decision maker will provide five (5) days each for supplementary, limited follow-up questions and five (5) days for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.
- e. The initial decision maker may not make any credibility determinations based on the person's status as a complainant, respondent or witness.
- f. The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- g. The initial decision maker may impose disciplinary sanctions and remedies as described in Section §C-3-g, above.
- h. The standard to be used for formal complaints in determining whether a violation has occurred and/or that the respondent is responsible is the preponderance of the evidence standard, which is only met when the party with the burden convinces the fact finder (the initial decision maker) that there is a greater than 50% chance that the claim is true (i.e., more likely than not).
- a. The initial decision-maker must issue a written determination/decision within ten (10) days after the close of the period for responses to the last round of follow-up questions. The written "Initial Determination of Responsibility" must include:
  - i. Identification of the allegations potentially constituting sexual harassment;
  - ii. A description of the procedural steps taken from the receipt of the formal complaint through the Initial Determination of Responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
  - iii. Findings of fact supporting the determination;
  - iv. Conclusions regarding the application of the applicable ECS codes of conduct, policies, administrative regulations or rules to the facts;
  - v. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether or not the respondent is responsible for sexual harassment), and any disciplinary sanctions or remedies; and

- vi. The District's procedures and permissible bases for the complainant and respondent to appeal (as set forth in §C-8, below).
- j. The decision maker shall provide the Initial Determination of Responsibility to the Title IX Coordinator, the Superintendent and the parties simultaneously.

## 7. **Dismissal of a Formal Complaint.**

- a. The District must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:
  - i. Would not constitute sexual harassment, even if proved;
  - ii. Did not occur in the District's education program or activity; or
  - iii. Did not occur against a person in the United States.
- b. The District may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or determination of responsibility stage(s):
  - i. A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
  - ii. The respondent is no longer enrolled or employed by the District; or
  - iii. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- c. Prior to dismissal of a complaint, the person responsible at that stage shall consult with the Superintendent.
- d. Upon dismissal of a formal complaint, the District must promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.

**The dismissal of a formal complaint under Title IX does not preclude the District from continuing any investigation or taking action under other District policies, code of conduct or administrative rules/regulations. In some cases, the District may have an obligation to continue an investigation and proceed under a different policy or mandated process.**

## 8. **Appeals Process.**

- a. Either party may appeal the Initial Determination of Responsibility or the dismissal of a formal complaint or any allegation in a formal complaint by notifying the Superintendent in writing ("written appeal"), with a copy to the Title IX Coordinator. If there are multiple determinations of responsibility, the written appeal shall specify which ones are included in the appeal. The written appeal must be received by the Superintendent within ten (10) days of the Initial Determination of Responsibility or written notice of dismissal being communicated to the parties.
- b. An appeal under this Policy may only be based upon one or more of the following bases, which must be stated specifically in the party's written appeal:
  - i. Procedural irregularity that affected the outcome of the matter;
  - ii. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
  - iii. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

Appeals for any other reason or upon any determination of responsibility not included in the written appeal will not be heard.

Appeals pertain only to the determination of responsibility and non-disciplinary remedies. Once a determination of responsibility is final per §C-9, below, appeals of disciplinary sanctions may be made pursuant to the District's ordinary review process for discipline, or, to the extent applicable, any statutory or other processes provided under collective bargaining agreements or individual contracts.

- c. Within three (3) days of receipt of the written appeal, the Superintendent shall appoint a decision maker for appeal ("appeals decision maker"), who must have adequate training as provided in §B-4, be free from conflict of



interest as provided in §B-7, and may not be the same person as the initial decision maker, the person who ordered dismissal, the investigator(s), or the Title IX Coordinator. Upon the appointment of the appeals decision maker, the Superintendent shall provide a Notice of Appeal to each party and to the Title IX Coordinator, with a copy of the written appeal. The Notice of Appeal must include information about all deadlines and timeframes in the appeal stage.

- d. Each party shall have ten (10) days from the date the Notice of Appeal is delivered to the parties to submit to the appeals decision maker a written statement, with copies to the Superintendent, Title IX Coordinator, and other party a statement ("appeal statement") in support of, or challenging, the determination of responsibility or dismissal.
- e. Each party shall provide copies of the appeal statement to the other party, the Superintendent, and the Title IX Coordinator at the same time the appeal statement is given to the appeals decision maker. If the basis of the appeal is newly available evidence affecting the outcome, the party shall submit such evidence or a summary of such evidence along with the party's appeal statement.
- f. The appeals decision maker may refer an appealed issue back to a prior point in the grievance process, with written notice to the parties, the Superintendent and the Title IX Coordinator.
- g. The appeals decision maker shall provide a written appeals decision after considering the record and the parties' appeal statements. The appeals decision maker will only overturn the Initial Determination of Responsibility upon a conclusion that it was clearly erroneous (i.e., either made on unreasonable grounds, or without any proper consideration of the circumstances). If the basis or one of the bases for the appeal was new evidence, the appeals decision maker may either make a determination of responsibility regarding that evidence, or refer it back to the appropriate stage of the Title IX Grievance Process. The written appeals decision will describe the result(s) of the appeal and the rationale, with copies provided to the parties, Superintendent and Title IX Coordinator, no more than ten (10) days after receiving the last of the parties' written statements per §C-8-e.

#### **9. Finality of Determination of Responsibility.**

The determination regarding responsibility becomes final either on the date that the recipient, through the Superintendent, provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal of the Initial Determination of Responsibility would no longer be considered timely. The final determination shall be identified as the Title IX Decision.

Once the Title IX Decision is final, the District may implement remedies and disciplinary sanctions. The Title IX Coordinator is responsible for effective implementation of any non-disciplinary remedies, with the assistance of building and district administrative personnel, while disciplinary sanctions will be imposed by persons charged with such responsibilities under other Board policies, regulations or administrative procedures. ECS may also proceed against the respondent or complainant pursuant to the District's applicable code of conduct or other Board policies, collective bargaining agreement, individual contract or administrative rules/regulations/procedures. The issue of responsibility for the conduct at issue shall not be subject to further review or appeal within the District.

#### **10. Informal Resolution.**

At any time prior to reaching a determination regarding responsibility (but only after the filing of a formal complaint), the District may offer an optional informal resolution process (e.g., mediation, arbitration), provided that the District:

- a. Provides written notice to the parties disclosing:
  - i. The allegations of the formal complaint;
  - ii. The requirements of the information resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
  - iii. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- b. Obtains the parties' voluntary written consent to the informal resolution process; and
- c. **In no event may the District offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.**

[\[1\] 34 CFR 106.71 \(a\).](#)

[\[2\] 34 CFR 106.71 \(a\).](#)

## Legal

Legal References Disclaimer: These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Title IX of the Education Amendments of 1972, 20 U.S.C 1681, et seq 20 U.S.C. §1232g, Family Educational Rights and Privacy Act 34 CFR. Part 99, Family Educational Rights and Privacy Act Regulations 34 CFR 106.8, Designation of responsible employee and adoption of grievance procedures. 34 CFR 106.30, Definitions 34 CFR 106.44, Recipient's response to sexual harassment 34 CFR 106.4, Grievance process for formal complaints of sexual harassment 34 CFR 106.71, Retaliation

Book	Policy Manual
Section	7000 Property
Title	PROPOSED REVISED ACCOUNTING SYSTEM FOR FIXED ASSETS (as presented during the BST 12/8/2020 meeting)
Code	po7455
Status	
Adopted	November 22, 2016
Last Reviewed	January 12, 2021

#### 7455 - ACCOUNTING SYSTEM FOR FIXED ASSETS

As steward of the School Corporation's property, the School Board recognizes that efficient management and full replacement upon loss requires accurate inventory and properly maintained property records.

The Corporation shall maintain a continuous inventory of Corporation-owned equipment.

#### ~~Fixed Asset Definition~~

~~For purposes of this policy, "equipment" shall mean a unit of furnishings, an instrument, a machine, an apparatus, or a set of articles which retains its shape and appearance with use, is non-expendable, costs at least \$5,000 as a single unit and does not lose its identity when incorporated into a more complex unit. For capitalization purposes, the cost of the asset will include shipping and installation costs. When defining supplies for inventory purposes, no items will be counted whose total value is less than \$5,000. Fixed assets are defined as those tangible assets of the Elkhart Community Schools with a useful life in excess of one (1) year and an initial cost equal to or exceeding twenty five thousand dollars (\$25,000). All computer equipment, televisions, video cassette recorders, DVD players and recorders, CD players and recorders, etc. with an initial cost equal to or greater than \$10,000 shall also be identified as "controlled" assets that, although they do not meet all fixed asset criteria, are to be monitored in the fixed asset management system.~~

For donated items, the estimated replacement cost will be used to determine the value for capitalization purposes.

Fixed assets that are leased/purchased and assets which are jointly-owned with another entity shall be identified and recorded in the fixed-asset system.

#### ~~Fixed Asset Monitoring~~

Fixed assets to be monitored shall be classified as follows:

- A. land
- B. buildings
- C. improvements other than buildings
- D. machinery, equipment and vehicles
- E. construction-in-progress

~~Fixed assets that are leased/purchased and assets which are jointly owned with another entity shall be identified and recorded in the fixed asset system.~~

#### ~~Information to be Maintained~~

The following information shall be maintained for all fixed assets:

- A. number of assets
- B. asset description
- C. asset classification (i.e. land, building, equipment, etc.)
- D. location of asset (site, building and room)
- E. date of purchase
- F. purchase price
- G. serial number and model number
- H. ~~estimated life of assets~~
- I. fund number
- J. details of disposal or trade-in of asset

Book Policy Manual  
 Section 3000 Personnel  
 Title PROPOSED REVISED SECRETARIAL/BUSINESS COMPENSATION PLAN  
 Code po3422.06S  
 Status  
 Adopted December 13, 2016  
 Last Revised November 24, 2020  
 Last Reviewed January 12, 2021

**3422.06S - SECRETARIAL/BUSINESS COMPENSATION PLAN**

The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing January 1, 2021. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

		II	II.3	II.6	III	III.3	III.6	IV	IV.3	IV.6	V
1	0 – 55 days	12.19	12.39	12.62	12.83	13.14	13.47	13.79	14.30	14.76	17.07
2	55 days – 1 year	12.48	12.72	13.01	13.30	13.75	14.20	14.65	15.11	15.57	17.89
3	1 year plus	12.83	13.15	13.47	13.79	14.25	14.72	15.06	15.52	16.04	18.37
4	2 years plus	13.30	13.75	14.20	14.65	15.03	15.42	15.84	16.30	16.79	19.10
5	3 years plus	13.79	14.23	14.65	15.07	15.57	16.14	16.67	17.14	17.62	19.94
6	4 years plus	14.65	15.03	15.42	15.84	16.34	16.90	17.45	17.93	18.40	20.71
7	5 years plus	15.06	15.57	16.14	16.67	17.31	17.95	18.57	19.03	19.52	21.83

\*subject to Sections B-1 and B-2 of this policy.

Those secretaries who work in the evening on a regular basis shall be paid an additional twenty-five cents (\$.25) per hour for evening hours.

**Secretarial Classifications**

The following job classifications will be in effect for the wage schedule listed above, subject to other sections of this policy:

**Classifications**

V	Secretarial	Business
	Classified Human Resources- <del>Assistant</del> Administrative Assistant to Superintendent/Board of School Trustees <u>Secretary to Assistant Superintendent of Exceptional Learners</u>	Certified Payroll Classified Payroll Insurance
IV	Secretarial	Business
	Director of Career & Technical Ed. High School Principal Secretary/Human Resources Data Specialist – Instructional Leadership	Building Services Office Manager Payroll Assistant <u>Accounts Payable</u> <del>Director of Business Operations</del> EACC – WVPE Office Manager Director of Transportation <del>Mail Room/Duplicating</del> <u>CFO/COO Secretary</u>
III	Secretarial	Business
	EACC Principal EACC Central Office/ <del>Guidance/Accounting</del>	Business Office/Purchasing <del>Cafeteria</del>

Elementary Principal High School Athletics/ <del>Student Activities</del> High School Vice/ <del>Assistant</del> -Principal High School Registrar Middle School Principals Elkhart Academy Student Services Secretary-( <del>5-positions</del> ) <u>District Registrar</u> <u>Exceptional Learners Secretary</u> Receptionist <u>Media Services Center Coordinator</u> <del>Library Services (CO)</del> *Federal Programs Instructional Leadership	<del>Building Services Supply Coordinator</del> Director of Food Services <u>Food Services Secretary</u> Safety & Security Mail/Copy Center <u>PACE Program</u>
II Secretarial	Business
Adult & Community Ed. <del>Data Entry</del> <del>Adult &amp; Community Ed. Receptionist</del> Office Assistants High School <u>Receptionist</u> <del>Assistant-Principal</del> High School Media Center Middle School Assistant	EACC- Office <del>PACE Program</del> <del>Teenage Parent Program</del> <del>Clerical Asst. /</del> <u>Food Services Assistant (MHS)</u>

\*Subject to reclassification if this position becomes funded from the General Fund.

There will be an increase equal to the base increase for any secretary who by placement of the classifications listed in A of this section would receive less than the base increase raise.

#### A. Commencement of Employment

Upon a secretary's commencement of employment with the Elkhart Community Schools, such secretary may, at the discretion of the superintendent/authorized designee, be placed at any of the first six (6) steps of the salary schedule. The secretary will serve a fifty-five (55) calendar day probationary period.

A secretary will proceed to the next step when she/he accumulates the time normally required to qualify for progression to the next step of the wage schedule, unless performance is such that the immediate supervisor recommends the step movement be withheld. This recommendation shall be made at the end of the probationary period of no more than eight (8) weeks, nor fewer than six (6) weeks, prior to the anniversary date of the secretary in question.

#### B. Transfer of Job Classification

At the discretion of the employer, a secretary may be assigned to fill another secretarial position vacancy without the need to post the vacancy, so long as both positions are within the same department, and both positions are in the same job classification. In the event that a secretary transfers from one job classification to another, the secretary will normally be placed on probation in the new position, but will continue to receive benefits. The provisions as written above shall be applicable except when a presently employed secretary who is at the top step is transferred, and in that case, the transferred secretary may be placed at her/his present step position by the Director of Human Resources.

#### C. Reclassification of Positions

The administration retains the authority to reclassify positions when it determines that it is in the best interest of the Corporation.

In addition, the Secretarial Negotiations Committee may, during their annual discussions with the administration, propose reclassification of secretarial positions.

#### D. Secretarial Career Increment Schedule

The amounts as listed will be added to the salary of any secretary whose years of employment in the Elkhart Community Schools would qualify for such.

Years Regularly Employed in Elkhart Community Schools	Hourly 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 twenty (20)	\$.50
twenty (20) or more	\$.70

## **Mentor Program**

Effective January 1, 2020, any secretary who is assigned to serve as a mentor shall be given a stipend of \$600 per calendar year. Mentors shall be assigned at the sole discretion of the Director of Human Resources at the time a secretary is assigned to a new position.

## **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.

### **Severance Benefits**

Secretarial 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**

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

#### **B. Retirement, Death, or Disability - The benefits listed below are in addition to those in Section A.**

1. As used in this section, "retirement" shall be defined as resignation by a secretarial employee who is age sixty (60) and has ten (10) or more consecutive years of employment; or who is fifty-five (55) years of age or older and has fifteen (15) or more consecutive years of employment; or who is fifty (50) years of age or older and has twenty (20) consecutive years of employment in the Elkhart Community Schools.
2. The Board will contribute \$3,000 per year to be applied to the single or family plan insurance premium until age sixty-five (65) for each secretary, age sixty (60) or beyond, who retires with notice received in the office of the Superintendent three (3) months in advance. In the event of an emergency, relief from the required three (3) month notice may be granted at the Superintendent's discretion.

In addition, for the secretary who has fifteen (15) years of experience, is age fifty-five (55), and has been participating in the group health and life insurance program for at least the last five (5) years, the employee, by paying one hundred percent (100%) of the annual premium until age sixty (60), and by paying \$1,250 less than one hundred percent (100%) of the annual premium until age sixty-five (65), may continue in the group insurance plan until age sixty-five (65).

Also, this benefit will be discontinued if the retired secretary becomes employed on a full-time school year or calendar year basis, or if through other employment qualifies for health insurance benefits. The employer reserves the right to request the employment status of the retired secretary.

3. A retiring secretary will be paid his/her daily rate multiplied times the number of years of service in the Elkhart Community Schools.
4. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to a secretarial employee who retires, dies or becomes totally permanently disabled while employed by the Elkhart Community Schools. Vacation days earned in the current year shall also be paid prior to retirement, or upon disability termination or death of the employee. In the event of death, the above benefit shall be paid to the decedent's estate.
5. In addition to the above benefits, the actual number of days of accumulated sick leave, not to exceed a maximum of twelve (12) days or forty-five percent (45%) of the accumulated sick leave days, whichever is greater, shall be paid to a secretarial employee at the time of retirement, or to the secretary's beneficiary in the event of the death of a secretary eligible for retirement.

## **Change in Support 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.

## **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, 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 (1) 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.

## **Absences and Leaves Personal/Family Illness Absence Full-time Secretaries**

Full-time secretaries will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of hours equal to 215 days as personal illness days.

## **School-year Secretaries**

- A. Regular school year classified employees will be awarded twelve (12) days of personal illness/family illness leave each calendar year.
- B. Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to 150 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.

## **All Secretaries**

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

## **Family Illness Leave**

- A. As used in this section, "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.
- B. A secretary shall be entitled to the number of hours equal to two (2) paid days for family illness leave per calendar year, provided that such leave shall be for the sole purpose to care for a member of the secretary's immediate family who becomes seriously ill and requires both medical attention by a licensed physician and the care and attention of the secretary. Such medical attention provided may be requested to be verified by a licensed practicing physician. Unused family illness will accumulate as illness absence.
- C. When an emergency medical condition of an employee's immediate family necessitates personal care by the employee for an extended period of time (days), the employee may annually use ten (10) or less days of personal illness to provide such care. This is in addition to family illness provisions already provided.

## **Job-Related Injury**

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



## **Personal Leave**

Secretarial/Business staff members 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 a secretary does not elect to roll two (2) personal business days into the following year, all unused personal leave will accumulate for retirement.

### **Secretarial/Business 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.

For less than twelve (12) month secretaries, 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 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.

For twelve (12) month secretaries, personal business leave may be taken at any time upon the approval of the supervisor or authorized designee.

No personal leave will be granted for participation in any strike or work stoppage or other concerted action by an employee or employee group.

### **Attendance Incentive Program**

For the purpose of this attendance incentive program, the year will run from January 1st through December 31st.

During the month of January, any secretary 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 throughout 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-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.

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.

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

A secretary shall be entitled to up to one (1) paid day per year, to be taken in increments of no less than two (2) hours for an absence, to attend the funeral of a close friend, upon the condition that the requested absence must not create a serious problem in the secretary's work setting.

## **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 – Procedure**

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

- A. After all 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.

## **Jury and Witness Duty Pay**

### **A. Jury Duty**

All secretaries 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 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**

#### **Definitions**

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

#### **Holidays**

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

- A. Full-time 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 Sec. A.1.)
Martin Luther King Jr. Day	
Presidents' Day	(See Sec. A.4.)
Memorial Day	
Independence Day - two (2) days	(See Sec. A.2.)
Labor Day	
Thanksgiving - two (2) days	(See Sec. A.3.)
Christmas - two (2) days	(See Sec. A.1.)

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 (1) 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.

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

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Labor Day

Thanksgiving - two (2) days (See Sec. A.3.)

Christmas - one (1) day (if celebrated on a weekend, it will be paid holiday on the Friday preceding or the Monday following.

## Vacations

A. A full-time employee, who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay **during** the calendar year, for each full month of employment completed, provided no more than ten (10) vacation days may be accrued. **Vacation benefit may not be utilized prior to accrual and approval from Administrator.**

B. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.

C. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for five (5) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.

D. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.

E. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.

F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.

G. For the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. **NOTE: the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.**

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

The calculated number of years of service will be used in determining the total number of day's vacation which such 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 (1) 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 for secretaries 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. A school-year employee will not be entitled to paid vacation days.

Revised 1/10/17

Revised 3/28/17

Revised 5/23/17

Revised 7/25/17

Revised 12/12/17

Revised 2/17/18

Revised 5/8/18  
Revised 11/13/18  
Revised 12/18/18  
Revised 3/12/19  
Revised 12/10/19  
Revised 1/14/20

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN
Code	po3422.12S
Status	
Adopted	December 20, 2016
Last Revised	November 24, 2020
Last Reviewed	January 12, 2021
Prior Revised Dates	2/11/2020

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

The Board of School Trustees hereby adopts the following wage schedule for Employees to be effective for January 1, 2021. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

<b>POSITION</b>	<b>HOURLY WAGE RANGE</b>
Assistant Supervisor of Transportation	24.29 - 29.92
Transportation Trainer/Dispatcher	20.28 - 23.66
Food Service Truck Driver	16.35 - 19.37
Food Service Receiving/Supply	16.35 - 19.37
Supervisor of Building Services	21.33 - 26.19
Food Service Training Specialist	18.48 - 25.76
Food Service Bids & Commodity Coordinator	17.61 - 27.35
Executive Chef & Culinary Event Coordinator	17.61 - 27.35
Quality Assurance Coordinator	20.28 - 23.66
Production Coordinator	20.28 - 23.66
Transportation Route/Driver Coordinator	20.28 - 23.66
Transportation Clerk	15.59 - 17.11
Adult/Community Education Non-Contract Teachers	32.06 *
Building Community Education Coordinator	28.23 - 35.22
Radio Station Staff Announcer	9.72 - 13.69
Radio Station Development Assistant	11.25 - 17.82
School Security Officer	30.87
Title I/Funded Pupil/Program/Parent Support Person	20.25 - 29.36
Title I/Building Translator/Interpreter	20.25 - 29.36
Title I/Building Translator/Parent Liaison	15.94 - 19.92
School Parent/Community Liaison	20.25 - 29.36
District Translator	20.25 - <del>29.65</del> 29.36
Evening Events Supervisor	15.40
Asst. Site Coordinator - 21st Century Community Learning Center	14.00
After-School Community Education Organized Activities Leader	14.00
After-School Community Education Organized Activities Assistant	9.39
Deaf/Hard of Hearing Educational Interpreter	16.73 - 30.97
Early College Data Specialist	25.00 - 28.53
EACC Testing Specialist	25.00 - 28.53
21st Century Community Education Program Manager	28.83 - 36.98
Campus Security - I	12.53 - 20.68
Campus Security - II	14.57 - 22.72
Farm Technician	15.30 - 20.30

\* Hourly rate based on .001 of the certified teacher's base salary set forth in Appendix B of the 2020-2021 Master Contract

<b>POSITION</b>	<b>YEARLY SALARY RANGE</b>
Radio Station Manager	51,517 - 90,900
Radio Station Development Director	48,536 - 72,982
Radio Station Business Account Manager	38,497 - 71,784
Radio Station Program Director	38,497 - 58,745
Radio Station Senior Reporter and Assignment Editor	33,381 - 48,459
Radio Station Operations Manager	26,930 - 43,560
Radio Station Morning Edition Host	30,442 - 47,403
Radio Station Promotions Manager	31,285 - 46,110
Radio Station Membership Manager	40,377 - 54,279
Radio Station Business/Workforce Development Reporter - IPB News	31,470 - 46,080
Olweus Bullying Prevention Program Coordinator	46,475 - 58,820
Adult and Community Education Program Manager	65,525 - 76,313
Campus Life Coordinator	65,625 - 76,413
Building Services Manager	67,135 - 87,515
Energy and Risk Management Specialist	51,850 - 72,230
Data and Assessment Manager	65,625 - 76,413
Data Specialist	39,234 - 61,139
Digital Communication Specialist	39,234 - 61,139
Staff Accountant	41,660 - 53,888
School Psychologist Intern	37,650
21st Century Community Learning Center Coordinator	2,500 (per semester)

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

### **Performance Awards for Radio Station Employees**

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

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

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

### **Fringe Benefits**

#### **A. Income Protection and Annuities**

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

#### **B. Insurance**

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one (1) of the plans provided by the Board.

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

#### **C. Severance Benefits**

Employees in Miscellaneous Positions who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of 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. Vacation days earned in the current year shall also be paid to full-time employees. Payment for unused personal leave and vacation shall be made at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave and unused vacation days.

## 2. Retirement, Death, or Disability

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

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

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

## D. Change in Classification

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

## Absences

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

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one (1) 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

As used in this section, "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.

**Full-time classified personnel** will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of hours equal to 200 days as personal illness.

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

Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to 120 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.

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

### **Attendance Incentive Program**

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

### **Job-Related Injury**

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

### **Bereavement**

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for 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-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.

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

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

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

### **Health Leave - Procedure**

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

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

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

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

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

### **Personal Leave**

Full-time and regular school year classified personnel are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. If an employee retains all three (3) personal business days at the end of the year, s/he 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 personal business hours for each personal business hour taken adjacent to the holiday or vacation period.
- B. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.
- C. All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.

## **Jury and Witness Duty Pay**

### **Jury Duty**

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

### **Witness Duty**

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one (1) 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 Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of 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 Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

### **Holidays and Vacations Definitions**

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

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

New Year's - two (2) days

Martin Luther King Jr. Day

Presidents Day

Memorial Day

Independence Day – two (2) days

Labor Day

Thanksgiving - two (2) days

Christmas - two (2) days

1. During the winter break (when schools are closed) four (4) days will be allowed as follows:

- a. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.

- b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one (1) 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.

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

Martin Luther King, Jr. Day

Presidents Day

Memorial Day

Labor Day

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

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

## Vacations

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

The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number of years equivalent to a twelve (12) month position. The total number of equivalent years will be rounded up to the 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 (1) full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.

- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor.
- I. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond.
- J. Only twelve (12) month employees will be entitled to paid vacation days.
- K. Radio Station Manager, Data and Assessments Manager, and Building Services Manager shall be eligible for twenty (20) days of vacation each contract year, exclusive of weekends and holidays, at a time(s) approved by the staff member's immediate supervisor(s). Upon completion of five (5) years of employment with the Elkhart Community Schools in such position, or when previous employment provided relatively comparable experience, said managers shall be eligible for twenty-five (25) days of vacation each year.

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

Revised 1/24/17  
 Revised 6/27/17  
 Revised 10/24/17  
 Revised 12/12/17  
 Revised 5/8/18  
 Revised 8/14/18  
 Revised 11/13/18  
 Revised 12/11/18  
 Revised 12/18/18

Revised 2/12/19  
Revised 3/12/19  
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Revised 8/13/19  
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Revised 12/10/19  
Revised 2/11/20  
Revised 8/25/20

Book	Policy Manual
Section	3000 Personnel
Title	Proposed Revised EMPLOYEES IN TECHNOLOGY SERVICES POSITIONS COMPENSATION PLAN
Code	po3422.14S
Status	
Adopted	December 13, 2016
Last Revised	November 24, 2020
Last Reviewed	January 12, 2021

### 3422.14S - EMPLOYEES IN TECHNOLOGY SERVICES POSITIONS COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedule for the positions below to be effective January 1, 2021. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	HOURLY WAGE RANGE
Support Technician	16.89 - 26.23
Service Desk Coordinator	16.89 - 26.23
Data Systems Analyst	16.89 - 26.23

POSITION	YEARLY SALARY RANGE
Manager of Infrastructure Services	65,625 - 96,909
Senior Technical Support Manager	67,782 - <del>98,009</del> 94,751
Manager of Enterprise Application Services	<del>64,725 - 96,009</del> 52,679—73,176
Network Administrator	46,207 - 65,625
Telecommunications System Administrator	46,207 - 65,625
Deployment Administrator	46,207 - 65,625
Infrastructure Services Coordinator	46,207 - 65,625
LMS & Student Data Integration Specialist	46,207 - 65,625
Application Developer	46,207 - 65,625
EAS Support Specialist	<del>45,307 - 64,725</del> 44,050—63,468

### Fringe Benefits

Placement shall be determined on verified past experience. Policies which are applicable to all other classified employees shall be applicable to these positions.

#### A. Income Protection and Annuities

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

#### B. Insurance

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

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

### C. **Information Technology Skills/Certification Training**

In order to properly serve our schools, Elkhart Community Schools must ensure that its technology service employees are professionally educated, trained and certified within the industry and with those products and services which the district provides. Throughout the term of employment, Elkhart Community Schools expects its technology service employees to undergo training on behalf of Elkhart Community Schools to advance their skills, to update or gain new certifications, and/or to remain current with industry developments.

Elkhart Community Schools will pay for the costs of training pursuant to the following requirements:

1. Training must be completed successfully. Training leading to certification must result in obtaining said certification.
2. The training must be approved in advance. Such training may be requested by technology service employees, or may be directed by the Director of Technology.
3. The "INFORMATION TECHNOLOGY SKILLS/CERTIFICATION TRAINING" request form must be prepared and submitted in advance of such training. Requested training will be subject to the approval of the Director of Technology.

In consideration for Elkhart Community Schools' agreement to pay for training costs, technology service employees requesting such training agree to repay Elkhart Community Schools for the costs of training on a pro-rated basis, rounded to the nearest month, in the event that the technology service employee leaves the employ of Elkhart Community Schools within two years following the completion of any such training. At the discretion of the Director of Technology, this requirement may be waived with consideration to whether the technology service employee is continuing his or her employment within an information technology field.

The Director of Technology shall develop the forms necessary for implementation of this section of Board Policy.

### D. **Severance Benefits**

Technology Services 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.

#### 1. Resignation

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

#### 2. Retirement, Death, or Disability

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

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age fifty-five (55) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six (6) months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. Vacation days earned in the current year shall also be paid prior to retirement, or upon disability termination or death of the employee. In the event of death, the benefit shall be paid to the decedent's estate.



- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying 100% of the premiums in advance at the business office.
- d. A Technology Services Employee who retires at age fifty-five (55) or older with ten (10) or more consecutive years of service, or a Technology Services Employee who dies with ten (10) or more consecutive years of service is eligible to select one of the following benefits based upon the employee's daily rate at the time of retirement:
1. One (1) day's pay for each full year employed by the Elkhart Community Schools, or
  2. At least forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in this employee booklet.
- e. During the month of January, any Technology Services Employee who has perfect attendance, other than vacation, bereavement, or personal leave, in any full year subsequent to January 1, 2019, shall be paid the sum of \$100 for each year; any employee who is absent for any reason for five (5) or less days, other than vacation, bereavement, or personal leave, shall be paid a sum of \$50.

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

#### **E. Change in Support Staff Classification**

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

#### **Absences**

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

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

#### **Personal Illness/Family Illness Absence**

As used in this section, "immediate family" 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.

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

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

## **Job-Related Injury**

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

## **Bereavement**

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for 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-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.

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**

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

A. After all available benefit days have been exhausted, or

- B. When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or
- C. Upon receipt of a request for placement on such leave by the Director of 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**

Full-time classified personnel are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. 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 personal business hours for each personal business hour taken adjacent to the holiday or vacation period.
- B. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.
- C. All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.

### **Jury and Witness Duty Pay**

#### **Jury Duty**

All Technology Services 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.

## **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 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.

## **Holidays and Vacations**

### **Definitions**

As used in this policy, the term "full-time employee" means an employee who is employed on a twelve-month basis and who has a regular workday of four (4) or more hours.

### **Holidays**

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

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

- A. New Year's - two (2) days
- B. Martin Luther King, Jr. Day
- C. Presidents Day
- D. Memorial Day
- E. Independence Day - two (2) days
- F. Labor Day
- G. Thanksgiving Day two (2) days

H. Christmas Day - two (2) days

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.

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.

Thanksgiving Day and the day following will be paid holidays.

Presidents' Day will be a paid holiday.

### **Vacations**

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

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

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

- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor.

- I. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond.
- J. Only twelve (12) month employees will be entitled to paid vacation days.
- K. The Superintendent's designee shall have the authority to place employees on the above-described schedule in such a way as to give credit for years of experience to employees whose prior employment was for a contractor which assigned that employee on a full time basis to the School District.

Revised 1/1/17  
Revised 12/12/17  
Revised 5/22/18  
Revised 12/18/18  
Revised 12/10/19

MEMORANDUM OF UNDERSTANDING

*(Increased Student Load for Second Semester—Due to COVID-19)*

This Memorandum of Understanding (“Memorandum”) between the Elkhart Teachers Association, Inc. (“ETA”) and the Elkhart Community Schools (“ECS”) is made on this \_\_\_\_\_ day of January 2021.

1. The ETA is the exclusive representative for certified teachers employed by ECS.
2. ETA and ECS have entered into a Master Contract (“Contract”) governing compensation for certified teachers employed by ECS.
3. As a result of the COVID-19 pandemic, ECS is offering two instructional options for students to choose between during the 2020-2021 school year:
  - a. An in-person hybrid model, or
  - b. A full-time online virtual model.
4. Due to the burdensome student loads certain teachers are experiencing during this time, ECS, through discussion with the ETA, is providing additional compensation to teachers, who by virtue of their respective assignment, are providing instruction to students beyond the normal load expected of teachers.
5. As a result of high demand for the full-time online virtual option, the number of students assigned to some elementary teachers is higher than past practice; therefore, any 100% online virtual elementary teacher who has student numbers exceeding twenty-nine (29) students during a grading period shall receive additional compensation in the form of a stipend to be paid as follows:

<i>Total Student Load Numbers by Elementary Teacher</i>	<i>Stipend</i>
30 - 40 students	\$750
41 - 50 students	\$1,000
51 - 60 students	\$1,250
61 students or more	\$1,500

6. Furthermore, ECS has also agreed to provide additional compensation to any 100% online virtual secondary teacher who has student numbers exceeding an average of twenty-nine (29) students for all sections taught by the teacher during a grading period.
7. For each grading period of the second semester, additional compensation in the form of a stipend will be paid as follows:

<i>Average Student Load Numbers by Secondary Teacher</i>	<i>Stipend</i>
30 - 40 students	\$750
41 - 50 students	\$1,000
51 - 60 students	\$1,250
61 students or more	\$1,500

8. As a result of high demand for both the hybrid and virtual instructional options, it has been necessary to require some ECS teaching staff to fulfill a split assignment and provide instruction in both of these learning environments. Due to the burdensome nature of these assignments, Elkhart Community Schools, through discussion with the Elkhart Teachers Association, has agreed to provide additional compensation to any hybrid/virtual split assignment teachers.
9. The amount of additional compensation will be determined as follows. The number of students assigned to the teacher in their ancillary assignment (e.g. a teacher with a primary assignment in a hybrid setting providing instruction to virtual students, or a teacher in a virtual setting providing instruction to students in a hybrid setting) will be multiplied by \$50. This total will be the amount of additional compensation provided to the teacher for his/her work in the ancillary assignment each grading period in the second semester.
10. Enrollment numbers shall be determined by a review of PowerSchool data to take place on February 1, 2021 and April 14, 2021. This data will be used to determine the stipend payment for each grading period.



11. In order to satisfy state licensing and certification standards required for students enrolled in Elkhart Area Career Center ("EACC") programming during the 2020-2021 school year, EACC is providing in-person instruction five (5) days per week. This instructional schedule has limited the amount of duty-free preparation time available to EACC teachers. In order to compensate EACC teachers with direct instructional responsibilities, ECS has agreed to compensate these employees at the hourly rate of \$28.85 for an additional three and one-half (3 1/2) hours for each Friday during the school term. In addition to their regular pay on January 22, 2021, said teachers shall receive a retroactive payment of One Thousand Six Hundred Fifteen Dollars and 60/100 (\$1,615.60) for the work already performed during the first semester. In addition to the foregoing, said teachers shall be entitled to stipends of Nine Hundred Eight Dollars and 78/100 (\$908.78) for each grading period of the second semester.
  
12. Stipends for the third grading period will be paid on March 19, 2021. Stipends for the fourth grading period will be paid on June 11, 2021.
  
13. This agreement does not affect any other terms set forth in the Contract.

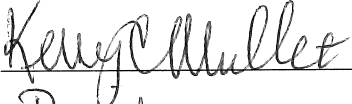
ELKHART COMMUNITY SCHOOLS

BY:

  
 District Counsel/Chief  
 of Staff

ELKHART TEACHERS ASSOCIATION

BY:

  
 President

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

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Secretary

Cc: Payroll  
 Personnel

## COOPERATION AGREEMENT

This Cooperation Agreement (“Agreement”) is by and between the County of Elkhart, Indiana, by and through the Elkhart County Health Department (“Elkhart County”), an Indiana political subdivision and Elkhart Community Schools (“ECS”), an Indiana community school corporation, collectively referred to as the Parties, for the purpose of improving the delivery and coordination of emergency health services within Elkhart County in the event of a declared public health emergency. To better carry out their mutual responsibilities, the Parties do mutually agree to the following conditions and covenants, as applicable:

### RECITALS

- A. The State of Indiana is currently under a declared public health emergency.
- B. ECS and Elkhart County currently operate under two Memorandums of Understanding dated June 17, 2011 and September 15, 2011, as goodwill agreements for cooperation during times of declared public health emergencies.
- C. As a part of the existing Memorandums of Understanding, the Parties agree to work cooperatively to foster public health, safety, and greater good in the community.
- D. As a part of that cooperation, the Memorandums of Understanding provide for use of ECS facilities and equipment to assist in remedying a public health crisis.
- E. ECS and Elkhart County wish to replace the existing Memorandums of Understanding with this Agreement to provide greater detail of the terms governing the Parties cooperation efforts.
- F. The Parties agree that in circumstances of a declared public health emergency, it is necessary and proper to take further action to protect the health, safety, and welfare of all Elkhart County residents.
- G. This Agreement is intended to be the framework to address the need for future Requests for Assistance for the purpose of receiving, buying, selling, or exchanging services, facilities, or equipment in the form of interlocal cooperation between or among the Parties under Indiana Code § 36-1-7-2(b) and in connection with any declared public health emergency.

### AGREEMENT

#### 1. Scope of the Agreement

This Agreement is entered into between ECS and Elkhart County through their duly authorized representatives, as signatories to this Agreement. This Agreement is effective upon execution by all

Parties, and will remain in effect unless and until terminated by all of the Parties pursuant to terms of Paragraph 6, below.

2. Requests for Assistance

Elkhart County, through its Health Officer or other authorized agent, may request additional assistance from ECS if Elkhart County makes a determination that ECS's physical resources would assist Elkhart County in addressing the declared public health emergency ("Request for Assistance"). Any specific Request for Assistance will include any special or specific circumstances necessary to address the Request for Assistance.

3. Response to Request

The Health Officer or authorized agent of ECS who receives a request for assistance under this Agreement will be the sole judge of the type and extent of assistance, if any, that ECS will provide. ECS will not provide such assistance if it is determined that doing so would impair the safety of ECS students and staff or ECS property, or would severely contradict its mission and operations, e.g., by adversely impacting the health and/or ongoing education of students. No Party will be liable to any other Party for failing to respond to a request for assistance, or for any deficiency in the nature or extent of assistance that is provided.

4. ECS Responsibilities:

In addition to providing and not unreasonably denying access to ECS facilities and equipment under the terms of this Agreement, ECS will:

a. Develop and maintain in writing each of its site's potentially available and appropriate facilities, and any parts of a facility that may be off limits or reserved from the emergency services site activity. A facility will be considered appropriate if it includes assets such as potable water, sanitary facilities, electricity, heating/cooling, refrigeration space, tables and chairs, vehicular traffic access near enough to the building to enable easy loading and unloading, and access to a phone line and/or cable. Any presumed or potential facility short-comings will be clearly noted.

b. Provide access to and any necessary instructions about facility, facility assets, resources and utilities to on-site Elkhart County staff, volunteers, assistants, and third party providers.

c. Identify all ECS equipment belonging to, at or with a utilized facility and maintain an inventory of said equipment, so as to prevent a loss of assets during completion of the emergency services at the site. A copy of the inventory will be updated and made available to Elkhart County during the activation of an emergency services site.

d. Invoice Elkhart County for approved costs, if any, under this Agreement (i.e. Paragraph 5(b)). If ECS desires to seek any costs for damages, ECS will clearly document the condition of ECS facility(ies) via photographs or video both just before and after the use period so that both Parties may agree on the facility'(ies)' condition and any damage caused by use for incident response.

e. After being reimbursed by Elkhart County and/or other appropriate agencies and/or entities, ECS will provide a "Letter of Release" at the termination of the use period (post cleanup) stating that Elkhart County released the facility to ECS in a mutually acceptable condition.

5. Elkhart County Responsibilities:

a. Site Condition.

i. Elkhart County will make reasonable efforts to maintain the portion of any facilities used by Elkhart County under a Request for Assistance in substantially the same condition as the facilities were in prior to Elkhart County first using the facilities.

ii. Elkhart County will reimburse ECS for any evidenced damage to property, including but not limited to landscaping, building exteriors, etc., caused by Elkhart County activities occurring during its use of such property, and not otherwise caused by the act, omission or negligence, misconduct, or other fault of ECS, its officers, officials, agents, employees or volunteers.

b. ECS Resources Utilization and Reimbursement. Elkhart County will utilize ECS resources for purposes specified by the Health Officer, and either pay for or reimburse ECS's documented costs for:

i. ECS assets within the facility — folding tables, chairs, equipment, etc. — that are damaged or consumed.

ii. Usage rates for any needed/available (via ECS) communications resources (e.g., telephone lines, receptacles, cable TV & jacks, fax lines, etc.).

iii. Waste collection and disposal.

iv. Any other ECS costs for site utilization that are deemed in writing by ECS and Elkhart County to be necessary and proper.

c. Biohazard Waste Segregation. Elkhart County will segregate biohazard waste and arrange for the safe and timely pickup and disposal of such waste according to federal and state

laws and/or regulations; and will be responsible for the cost of all waste disposal associated with the emergency services site.

6. Voluntary Termination

a. Any Party may terminate its participation in this Agreement or any underlying Request for Assistance upon giving thirty (30) days' written notice to the other Party to it.

i. To the extent Elkhart County is using ECS facilities under a Request for Assistance pursuant to this Agreement, ECS agrees that it will give timely notice to Elkhart County of the date when ECS will no longer be able to continue offering such facilities as an emergency services site as set forth in the Request for Assistance. Elkhart County will make every reasonable effort to vacate these facilities, at least thirty (30) days prior to said date so as to allow ECS to prepare its facilities for necessary educational activities.

b. This Agreement terminates upon the election of all Parties thereto to terminate their participation in it, pursuant to subparagraph a, above.

7. Records

a. After any incident involving mutual aid, all Parties participating in that incident will make available to each other upon request all reports arising out of such operations, though all records that must be kept confidential by HIPAA, FERPA and/or IDEA will be kept confidential in accordance with those laws.

b. All accounts, reports, files and other records relating to this Agreement will be kept for the minimum period required by law following termination of this Agreement and will be open to reasonable inspection and audit by the other Party during that period. Audits may be conducted, at a time mutually agreed upon by the Parties, by any appropriate political subdivision or agency of the State of Indiana or by representatives of the Comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

8. Equipment and Personnel

Each Party will be responsible for providing and maintaining its own equipment and for any and all of its personnel and equipment costs when acting under this Agreement. Each Party will retain ownership of any equipment or property it brings when responding to a Request for Assistance from another Party to this Agreement.

No Party will be reimbursed by any other Party for any costs incurred pursuant to this Agreement; however, any expenses recoverable from third parties will be equitably distributed among those Parties incurring the costs. Nothing herein will operate to bar any recovery of funds from any state or federal

agency under any existing statutes. All Parties will comply with Indiana workers compensation laws. For purposes of workers compensation, an injured employee's primary employer will be solely responsible for the payment of benefits. Each Party will procure and maintain insurance coverage or provide self-insurance including comprehensive liability, personal injury, property damage, vehicle and general liability. As mentioned above, each Party may self-insure, in whole or in part, the liability insurance requirements set forth above.

9. Employee Work Eligibility

By entering into the Agreement, each Party warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations. All costs necessary for compliance are the responsibility of each Party.

10. Indemnification

To the extent permitted by law, each Party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless every other Party (as indemnitee) from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious or derivative liability to the indemnitee, are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

11. Severability

If any provision of this Agreement, or any application thereof to the Parties or to any person or circumstance, is held invalid, such invalidity will not affect other provisions or applications of this Agreement, which may be given effect without the invalid provision or application, and to this end each of the provisions of this Agreement are declared to be severable.

12. Other Contractual Arrangements

Nothing in this Agreement limits the ability of any one or more Parties to it from entering and/or participating in other contracts with or providing emergency assistance to any other jurisdiction or government entity which is not a participant to this Agreement so long as such contracts or emergency assistance do not interfere with Elkhart County's use of ECS facilities and equipment under the terms of this Agreement.

13. Modification

This written Agreement may only be changed or modified by an instrument in writing, signed by a duly authorized representative of both Parties.

14. ADA and Non-Discrimination

To the extent applicable, the Parties will comply with all anti-discrimination laws, both state and federal, including applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101- 12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. This Agreement is subject to Executive Order 75-5, amended by Executive Order 99-4, incorporated into this Agreement.

15. Non-Assignability

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

16. Rights/Obligations of Parties Only

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein creates any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

17. Counterparts

This Agreement may be executed in one or more counterparts, each of which is considered an original, and all of which taken together will be considered one and the same instrument.

18. Entire Agreement

This Agreement, and any attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement made in writing and signed by the Parties to this Agreement. Notwithstanding the above, the Parties agree that specific Requests for Assistance will be made after the date of this Agreement and will incorporate the terms of this Agreement.

19. No Waiver of Terms and Conditions.

The failure of any Party to insist on any one or more instances of performance of any of the terms of conditions of this Agreement or to exercise any right or privilege contained herein will not be considered as thereafter waiving such terms, conditions, rights or privileges, and they will remain in full force and effect.

20. Governing Law

This Agreement will be construed under the laws of the State of Indiana.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this agreement on the date and year specified below.

**ELKHART COUNTY DEPARTMENT  
OF EMERGENCY MANAGEMENT**

**ELKHART COMMUNITY SCHOOLS**

By: \_\_\_\_\_  
Bethany A. Wait, Health Officer

By: \_\_\_\_\_  
Wm. Douglas Thorne,  
District Counsel/Chief of Staff

Date: \_\_\_\_\_

Date: \_\_\_\_\_



RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS

On March 28, 2006, Elkhart Community Schools' Board of School Trustees approved the issuance of pension bonds which provided for the elimination of all unfunded liabilities for retirement and severance benefits for certified teachers, administrators, and executive assistants employed in those positions by Elkhart Community Schools ("ECS") as of January 1, 2006; and

Subsequent to the action taken by the Board approving issuance of pension bonds, the Board created Voluntary Employee Benefit Accounts (VEBA) for all certified teachers, administrators, and Executive Assistants employed in those positions by ECS as of January 1, 2006 (with the exception of certain administrators providing an irrevocable notice of retirement to the Board) and to be employed by ECS in the future; and

Upon the issuance of said bonds, ECS directed payment of bond proceeds into VEBA accounts for teachers, administrators, and executive assistants employed in those positions by ECS as of January 1, 2006; and

In addition to depositing bond proceeds into VEBA accounts, the Board adopted policies authorizing ongoing payments into VEBA accounts for administrators and executive assistants. Administrators and executive assistants employed in those positions by ECS as of January 1, 2006, having received payments from bond proceeds were, pursuant to policies approved by the Board, entitled to ongoing payments equivalent to one and one-half percent (1.5%) of their annual compensation. Administrators and executive assistants who were first employed by ECS in those positions subsequent to January 1, 2006 would be entitled to payments equivalent to two percent (2%) of their annual compensation; and

Payroll records indicate these contributions were consistently made until the Board of School Trustees, acting on a recommendation of Superintendent Mow, reduced the contributions made to individual administrator VEBA accounts by one and one half (1½ %) percent on March 9, 2010. As a result, contributions for administrators receiving bond proceeds were eliminated, while administrators in the second group continued to receive an ongoing contribution of one-half (½%) percent. The reductions in contribution rates remained in effect until the Board took action during its June 14, 2011, restoring the contribution rates to VEBA accounts to the levels first established by policy in 2006; and

A further review of payroll records indicates contributions to both administrator and executive assistant VEBA accounts have not been uniformly made based upon the date employees began their assignments as administrators or executive assistants. The correction needed requires additional contributions as calculated by the business office.

NOW THEREFORE, BE IT RESOLVED, the Board of School Trustees of the Elkhart Community Schools as follows:

THAT contributions to VEBA accounts for administrators and executive assistants employed in such positions on or before January 1, 2006 shall be made in an amount equivalent to one and one-half percent (1.5%) of their annual compensation, and contributions

to VEBA accounts to administrators and executive assistants first employed in said positions subsequent to January 1, 2006 shall be made in an amount equivalent to two percent (2%) of their annual compensation; and

THAT this resolution shall have no effect on the reductions to contributions to administrator VEBA accounts during the period impacted by actions of this Board taken on March 9, 2010 and June 14, 2011; and

THAT the Business Office is directed to make deposits into the VEBA accounts for those administrators and executive assistants currently employed by ECS who were adversely impacted by the failure to make contributions into accounts consistent with policies adopted by the Board.

PASSED AND ADOPTED this 12th day of January, 2021.

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_

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

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

**WHEREAS**, on January 6, 2014, the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana (the “Board”), being the governing body of the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), determined that based on current revenue calculations for the years 2015 through and including 2021, taking into account the significant reductions in the anticipated property tax revenue the School Corporation would experience because of the application of the credit under Indiana Code 6-1.1-20.6, as amended, the School Corporation would not be able to carry out its public educational duty unless it annually imposed a referendum tax levy rate not to exceed \$0.1315 on each \$100 of assessed valuation which at the time would yield approximately \$4,000,000 for the years 2015 through and including 2021, in accordance with Indiana Code 20-46-1, as amended (the “2015 Referendum Tax Levy Fund”); and

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

**WHEREAS**, the authority of the School Corporation to levy and collect property taxes for deposit into the 2015 Referendum Tax Levy Fund ends on December 31, 2021; and

**WHEREAS**, the Board has now determined that based on current revenue calculations for the years 2022 through and including 2029, taking into account the amount of the monthly distributions received from the State of Indiana, the significant reductions in the anticipated property tax revenue the School Corporation will experience because of the application of the credit under Indiana Code 6-1.1-20.6, as amended, and the referendum tax levy fund revenues obtained by other school corporations in the surrounding area, the School Corporation will not be able to carry out its public educational duty unless it annually imposes a referendum tax levy of approximately \$15,250,000 for the years 2022 through and including 2029, in accordance with Indiana Code 20-46-1, as amended (the “2022 Referendum Tax Levy Fund”); and

**WHEREAS**, based on the foregoing, the Board now desires to adopt a resolution to (a) place a referendum under Indiana Code 20-46-1, as amended, on the ballot with the information set forth in this resolution for the 2022 Referendum Tax Levy Fund, and (b) request the public question be placed on the ballot of a special election to be held on the first Tuesday after the first Monday in May, 2021, with the understanding that the costs of such special election shall be paid

by the School Corporation and any other local government entity participating in such special election.

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

Section 1. It is hereby determined that based on current revenue calculations for the years 2022 through and including 2029, taking into account the amount of the monthly distributions received from the State of Indiana, the significant reductions in the anticipated property tax revenue the School Corporation will experience because of the application of the credit under Indiana Code 6-1.1-20.6, as amended, and the referendum tax levy fund revenues obtained by other school corporations in the surrounding area, the School Corporation will not be able to carry out its public educational duty unless it annually imposes a referendum tax levy of approximately \$15,250,000 for the years 2022 through and including 2029, in accordance with Indiana Code 20-46-1, as amended.

Section 2. There shall be placed on a ballot to be considered in a referendum of the registered voters residing in the geographical boundaries of the School Corporation in a special election to be held on the first Tuesday after the first Monday in May, 2021, the following question: “For the eight (8) calendar years immediately following the holding of the referendum, shall Elkhart Community Schools impose a property tax rate that does not exceed thirty-eight and one-half cents (\$0.3850) on each one hundred dollars (\$100) of assessed valuation and that is in addition to all other property taxes imposed by the school corporation for the purpose of providing 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?”.

Section 3. The Superintendent of the School Corporation (the “Superintendent”) or his designee, the Chief Financial Officer of the School Corporation (the “Chief Financial Officer” or his designee or the District Counsel/Chief of Staff of the School Corporation (the “Chief of Staff”) or his designee is hereby authorized to certify a copy of this resolution in accordance with Indiana Code 20-46-1, as amended, to the Department of Local Government Finance (the “DLGF”) for approval of the question stated above in Section 2.

Section 4. After approval of the question language by the DLGF, each of the Superintendent or his designee, the Chief Financial Officer or his designee or the Chief of Staff or his designee is hereby authorized to certify a copy of this resolution and the DLGF’s approval in accordance with Indiana Code 20-46-1, as amended, to (a) the Elkhart County Council (the “Council”), and (b) the Elkhart County Circuit Court Clerk (the “Clerk”).

Section 5. Each of the Superintendent or his designee, the Chief Financial Officer or his designee or the Chief of Staff or his designee is authorized to make any and all changes or modifications to the form of the question submitted to the Election Board, the Council, the Clerk and the DLGF which the Superintendent or his designee, the Chief Financial Officer or his designee or the Chief of Staff or his designee deems necessary or desirable to convey the purposes and goals of the 2022 Referendum Tax Levy Fund and the intentions of the Board.

Section 6. Each of the Superintendent or his designee, the Chief Financial Officer or his designee or the Chief of Staff or his designee is hereby authorized and directed to request the Clerk and the Elkhart County Election Board to put the above-stated public question on the ballot at a special election to be held on the first Tuesday after the first Monday in May, 2021, with the understanding that the costs of such special election shall be paid by the School Corporation and any other local government entity participating in such special election.

Section 7. Any officer of the School Corporation, the Superintendent or his designee, the Chief Financial Officer or his designee and/or the Chief of Staff or his designee be, and hereby is, authorized, empowered and directed, on behalf of the School Corporation, to take any and all action as such person deems necessary or desirable to effectuate the foregoing resolutions, and any such actions heretofore made or taken be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 12<sup>th</sup> day of January, 2021.

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

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