AGENDA FOR BOARD OF SCHOOL TRUSTEES REGULAR MEETING

Elkhart Community Schools Elkhart, Indiana

November 9, 2021

CALENDAR

Nov	9	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Nov	9	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Nov	9	immediately following	Executive Session, J.C. Rice Educational Services Center
Nov	23	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Nov	23	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

- A. CALL TO ORDER
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. MOMENT OF PRIDE Student Services
- E. CONSENT ITEMS:

Minutes - October 26, 2021 - Public Work Session A.M.

Minutes - October 26, 2021 - Public Work Session P.M.

Minutes - October 26, 2021 - Regular Board Meeting

Claims

Gift Acceptance

Fundraiser

Conference Leave Requests

Overnight Trip Request

Grant

Personnel Report

F. OLD BUSINESS

Priority Audit

COVID Update and Mask Mandate Review

G. NEW BUSINESS

<u>Tentative Agreement</u> - Consideration of a tentative agreement with the Elkhart Teacher's Association (ETA) for a new collective bargaining agreement.

BOARD AGENDA November 9, 2021

<u>Resolution of the School Board Approving Possible Exchange of Real Property</u> - The Administration requests adoption of a Resolution of the School Board Approving Possible Exchange of Real Property.

<u>2022 Board Meeting Schedule</u> – The administration presents the proposed Board Meeting schedule for 2022, for initial review.

Bristol Public Library Board Appointment

<u>Common School Fund Loan</u> - The Business Office seeks authorization for the submission of a Petition to the Indiana State Board of Education for an Advance from Common School Fund.

<u>Sale of Ipads</u> – The Business Office seeks authorization for the bulk sale of Ipads having reached the end of their lifecycle.

H. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

I. ADJOURNMENT

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

Elkhart Community Schools Elkhart, Indiana

October 26, 2021

J.C. Rice Educationa 7:00 a.m.	Place/Time			
Board Members Roscoe L. Enfiel Dacey S. Davis Troy E. Scott		•	Babette S. Boling Kellie L. Mullins Anne M. VonDerVellen Douglas K. Weaver	Roll Call
ECS Staff Present:	Tony England Sarita Stevens		Steve Thalheimer Doug Thorne	
Board meetings, sign	nage options, and I to be Board repre	Rocky Ent	speaker protocol at regular field, Dacey Davis and Anne to meet with administrators	Topics Discussed
The meeting adjourn	ned at approximat	tely 8:10 a	a.m.	Adjournment
APPROVED:				Signatures
				Signatures
Roscoe L. Enfield, J	r., President	Babette	S. Boling, Member	
Dacey S. Davis, Vic	e President	Kellie L. Mullins, Member		_
Troy E. Scott, Secre	etary	Anne M.	VonDerVellen, Member	_
		Douglas	K. Weaver, Member	_

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

Elkhart Community Schools Elkhart, Indiana

October 26, 2021

J.C. Rice Educational 6:00 p.m.	Services Center,	2720 Cal	ifornia Road, Elkhart – at	Place/Time
Board Members Roscoe L. Enfiel Dacey S. Davis Troy E. Scott		d, Jr.	Kellie L. Mullins Anne M. VonDerVellen Douglas K. Weaver	Roll Call
Via Electronic Communication:			Babette S. Boling	
ECS Staff Present:	Tony England Lisa Ernsberger Mindy Higginsor Tim Myers		Eliza Stoltzfus Steve Thalheimer Doug Thorne	
of Exceptional Learn Exceptional Learners	ners by Tony Er and Lisa Ernsberg ne Roosevelt STEA	ngland, As er, Directo	update by the Department ssistant Superintendent of or of Liability. Tim Myers and my highlighted their students	Topics Discussed
The meeting adjourn	ed at approximat	ely 7:00 p	o.m.	Adjournment
APPROVED:				
				Signatures
Roscoe L. Enfield, Jr	., President	Babette	S. Boling, Member	-
Dacey S. Davis, Vice	e President	Kellie L. Mullins, Member		_
Troy E. Scott, Secre	tary	Anne M.	VonDerVellen, Member	-
		Douglas	K. Weaver, Member	_

MINUTES OF THE REGULAR MEETING OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools Elkhart, Indiana

October 26, 2021

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 7:00 p.m.

Place/Time

Board Members

Roscoe L. Enfield, Jr.

Kellie L. Mullins

Roll Call

Present:

Dacey S. Davis Troy E. Scott Anne M. VonDerVellen Douglas K. Weaver

Roll Cal

Via Electronic Communication:

Babette S. Boling

President of the Board, Rocky Enfield, called the regular meeting of the Board of School Trustees to order.

Call to Order

Board Vice President, Dacey Davis, recited the Elkhart Promise.

The Elkhart Promise

Mr. Enfield discussed the invitation to speak protocol.

Moment of Pride

Superintendent's Student Advisory Committee member, Kathleen Huang, presented the Moment of Pride. Ms. Huang highlighted the Art Depot, as the 'hidden gem' at the Freshman Division, stating it is a safe, art based, after school community for students offering activities including cupcake decorating wars, a giant Jenga tournament, movie and craft night, pottery painting, video game night, Just Dance night, painting tutorials, and more. The clubs offered at the Art Depot are free to high school students, and there is no registration or long term commitment necessary. Ms. Huang wants the entire community to know about this exceptional part of Elkhart High School and experience it firsthand.

By unanimous action the Board approved the following consent items:

Consent Items

Minutes – October 12, 2021 – Public Work Session Minutes – October 12, 2021 – Regular Board Meeting Minutes

Payment of claims totaling \$5, 888,418.54 as shown on the October 26, 2021, claims listing. (Codified File 2122-46)

Payment of Claims

The following donation was made to Elkhart Community Schools (ECS): a 1995 Chevrolet Impala Super Sport, with an owner estimated value of \$4,000, from Terrance Johnson to the automotive cluster at the Elkhart Area Career Center for training purposes.

Gift Acceptance

Proposed school fundraisers in accordance with Board policy. (Codified File 2122-47)

Fundraisers

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the October 26, 2021 listings. (Codified File 2122-48)

Conference Leave Requests

A consent agreement regarding unpaid time for a certified staff member. (Codified File 2122-49)

Report

Personnel

Employment of the following five (5) certified staff members for the 2021-2022 school year, effective on dates indicated: Consent Agreement

Stacey Ankony - Kindergarten at Beardsley, 10/26/21 Karla Flores - ENL at Hawthorne, 10/26/21 Chaicee Jacobs - Counselor at Pierre Moran, 10/18/21 Cynthia Jay - intervention at Monger, 11/1/21 Cassandra Kronewitter - special education at PACE, 10/26/21 Certified Employment

Death of certified staff member, Timothy Jones, special education at Freshman Division on 10/14/21

Certified Death

Employment of the following eleven (11) classified employees, effective on dates indicated:

Classified Employment

Victoria Dick - bus helper at Transportation, 10/18/21 Crystal Gayle-Stump - paraprofessional at Feeser, 10/13/21 Charles Gietzen - paraprofessional at Daly, 10/25/21 Holly Havens - custodian at North Side, 10/18/21 Christina Heise - paraprofessional at Bristol, 10/12/21 Todd Massey - campus security at Pride Academy, 10/18/21 McMayla Meachum - custodian at Feeser, 10/21/21 Rosa Ramirez-Arias - paraprofessional at PACE, 10/25/21 Brenda Rogers - paraprofessional at Freshman Division, 10/25/21

Kathy Vaughn - food service at Woodland, 10/25/21 Bobbi White - custodian at Feeser/Osolo, 10/25/21

Resignation of the following seven (7) classified employees, effective on dates indicated:

Classified Resignations

John Faigh - bus driver at Transportation, 10/25/21 Benjamin Hesch - custodian at Woodland, 10/22/21 Susan Ott - secretary at ESC, 1/14/22 Amanda Sanders - food service at Monger, 10/26/21 Milisia Shuler - secretary at Roosevelt, 10/15/21 Maverick Spruell - custodian at Beardsley, 10/22/21 Lory Stewart - food service at Riverview, 10/13/21

Reassignment of classified employee, Chaicee Jacobs, secretary at Classified Pierre Moran to a certified position. Reassignment Revision of leave for classified employee, Emma Confer, food Revision service at Commissary, beginning 10/8/21 and ending 10/29/21. of Leave Termination of classified employee, Kelli McClanahan, secretary at Classified ESC effective 10/26/21 under Board Policy 3139.01S. Termination Superintendent Thalheimer reported COVID numbers have declined. COVID Update Also, the administration will be monitoring results following Fall break and any updates from the Governor's office by the end of the month. Kevin Scott, Chief Financial Officer, reviewed each of the following 2022 Budget documents prior to a vote. By a unanimous vote of six members present, the Board adopted the proposed Ordinance or Resolution for Appropriations and Tax Rates (Budget Form No.4). (Codified File 2122-By a unanimous vote of six members present, the Board adopted a 2022 Capital Resolution to Adopt the 2022 Capital Projects Fund Plan. (Codified File Projects Plan 2122-51) By a unanimous vote of six members present, the Board adopted a 2022 Bus Resolution to Adopt the 2022 Bus Replacement Plan. (Codified File 2122-Replacement Plan By a unanimous vote of six members present, the Board adopted the Tax Tax Neutrality Neutrality Resolutions. (Codified File 2122-53) Resolutions By a unanimous vote of six members present, the Board adopted the Resolution to proposed Resolution to Reduce Budget. (Codified File 2122-54) Reduce Budget The Board received a financial report from Mr. Scott for the period January Financial Report 1 - September 30, 2021. The Board found the report to be in order. Mr. Scott stated the current insurance pattern has been more normal for Insurance the month, but claims are significantly higher year to date. Update Six audience members and one on-line attendee spoke regarding mask From the mandate issues and First Amendment rights. Audience

A student audience member spoke regarding safety, communication and guns in the schools

50)

52)

An audience spoke regarding the passing of a teacher and suggestions for the administration under the circumstances.

From the Audience

From the

Audience

An audience member followed up on the Kids Care site closing and possible solutions.	From the Audience
An audience member congratulated the Freshman Division on their process for parent teacher conference and need for improvement at the high school; also asking for clarification on masking policy and close contacts.	From the Audience
Mr. Enfield commented on cross country athlete going to semi-state and the marching band completing at state last weekend.	From the Board
Board member, Anne VonDerVellen, announced upcoming events including Track or Treat this weekend; the Elkhart Education Foundation & Friends Resource Fair; and the performances of Anne of Green Gables at the high school.	From the Board
Board member, Doug Weaver, thanked those who spoke.	From the Board
The meeting adjourned at approximately 8:00 p.m.	Adjournment
APPROVED:	Signatures
Roscoe L. Enfield, Jr., President	
Dacey S. Davis, Vice President	
Troy E. Scott, Secretary	
Babette S. Boling, Member	
Kellie L. Mullins, Member	
Anne M. VonDerVellen, Member	
Douglas K. Weaver, Member	



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:

October 27, 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 \$16,000.00 from the Elkhart Education Foundation. 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:

Elkhart Education Foundation

2746 Old US 20 W. Suite B Elkhart, IN 46514

Thank you for considering this request.

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Elkhart High School - AFROTC	Selling healthy snacks purchased from Country Meats. Proceeds will be used for needs of AFROTC	11/15/2021	11/3/2021	SMSgt Rutledge
	Please note the following fundraisers are presented for confirmation only.			
				_

ELKHART COMMUNITY SCHOOLS Elkhart, Indiana

DATE: November 4, 2021

TO: Dr. Steve Thalheimer, Superintendent

FROM: Dr. Bradley Sheppard Sudley Sheppard

RE: Conference Leave Requests

November 9, 2021 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

2021 - 2022 CONFERENCES	EXPENSES	SUBSTITUTE
INDIANA ASSOCIATION OF THE GIFTED	\$905.00	\$0.00
Attending the state conference will allow me to hear about the best practices happening in the state of Indiana, to gather ideas on what we can present next year, hear updates in state mandates, and network with other directors and HA coordinators.		
Indianapolis, IN *Attendance is subject to local health guidelines*		
December 5 - 7, 2021 (2 day's absence)		
LISA ERNSBERGER - ESC (1-5)	High Ability 2021-22	N/A
MIDWEST BAND AND ORCHESTRA INTERNATIONAL CONFERENCE CLINIC	\$2,500.00	\$380.00
It will gain a wealth of knowledge from attending clinics and concerts by some of the finest educators and performing ensembles in the world. The conference also allows me to view and try out the most cutting edge technology and products for my students. I will have an opportunity to network with band directors from around the country and share ideas about innovative practices to assist my students. I am always impressed with this exceptional conference and each year take away hundreds of ideas that I can use in my classroom. I will distribute copies and overviews of all information attained with the music nature are a variety of clinics led by some of the top music educators in the country covering content that I can apply to myself and my everyday teaching and to the band program in general. I will share the information through my natruction and share new ideas to my colleagues. This conference will help me gain information about current trends in music education, as well as learn classroom tips and tricks from veteran teachers. This will allow me to incorporate information from many different sources. I will share this information with my colleagues through conversation, and by giving access to the clinic materials. It learn new information on best practices and instructional strategies in orchestra, including ideas on increasing student engagement and achievement. This conference includes nationally and world-renowned experts in instrumental music education. The Midwest Clinic exists for educational purposes exclusively to raise the standards of music education, to develop new teaching techniques, and to disseminate to school music teachers, directors and supervisors and others interested in music education, and in general, to assist teachers and others interested in music education in better cursuing their profession. Chicago, IL *Attendance is subject to local health guidelines* December 16 - 18, 2021 (2 day's absence)		
DAN BURTON - PMMS (0-0)	Title IV, FY20	Title IV, FY20
RILEY GIRTON - EHS (0-0)	Title IV, FY20	Title IV, FY20
ROSS WECKESSER - EHS (0-0)	Title IV, FY20	Title IV, FY20
KYLE WEIRICH - EHS (0-0)	Title IV, FY20	Title IV, FY20
KILL WILKEIT - LIIO (U-U)	11116 14, 1120	1111c 1V, F120

\$4,319.83

\$1,140.00

~I will learn new teaching techniques and learn concepts that will allow me to reach more students and further the education of current students. ~This conference is specifically designed for music educators. Sessions include rebuilding the program after COVID, technology in the music classroom, and music reading sessions which are used to select new repertoire for performing ensembles. We will discuss these topics afterward in our PLC.

~I will learn about new materials for General Music that will help to actively engage my students as well as research resources for the next adoption cycle. I will share this information with other general music teachers.

~We will be provided with sessions focused on improving choral instruction, rebuilding the program after COVID, and new music reading sessions. I will be able to share this out with my PLC to help address our four critical questions. I will also allow for us to connect with colleagues from other parts of Indiana to collaborate.

~Attending this conference will provide new, up-to-date materials and ideas in the music education field. It will also help to make sure I am staying up-to-date on best practices in the elementary music classroom. I will also be learning more about differentiating in the classroom, as well as ideas on how to accommodate all of my students.

~Attending this conference will help me to continue learning how to be a better teacher in a variety of subject areas, such as the orchestra programs, elementary music, and little kids rock programs, all of which we have at Roosevelt. It will help me to brainstorm new ideas and creative ways to enrich the music curriculum for all students. I plan to share what I learn with my other colleagues who are not able to attend, so that they can further their own instructional techniques.

~This conference will help me to find different strategies to teach music to all students. I plan on taking notes and sharing them with my colleagues.

~This conference is specifically designed for music educators. Sessions include rebuilding the program after COVID, technology in the music classroom, and music reading sessions which are used to select new repertoire for performing ensembles. We also have students who are or may be performing with the All-State Honor Choirs which rehearse and perform during this conference based on Audition results. I will be sharing information from the sessions and All-State rehearsals with the vocal music staff during our PLC meetings.

~This conference will provide information on best practice and instructional strategies in the music classroom, including techniques to increase student engagement, understanding, and achievement, both within a musical and a cross-curricular context. This year's conference in particular will cover effective strategies for the inclusion of technology in music ensembles, especially as it applies to virtual learning. I will share this information with others in my PLC during our meeting times and with those in my building and in other buildings through online documents and summaries. The choral department also has students who are or may be performing in the All-State Honor Choir.

~This conference will help with learning new conducting skills and options for what kind of music to buy for students for future performances. I will also attend All-State Choir rehearsals learning from master clinicians. I will share the information that I learn with other vocal staff in PLC meetings.

Fort Wayne, IN *Attendance is subject to local health guidelines*

January 13 - 15, 2022 (2 day's absence)

CHRISTINA BEYER - ROOSEVELT/PMMS (0-0)

DAVID BRENNAN - EHS (0-0)

MISTY GRUBBS - PMMS (0-0)

JOSHUA HREN - EHS (0-0)

Title IV, FY20

Title IV, FY20

Title IV, FY20

Title IV, FY20

Title IV, FY20 Title IV, FY20

Title IV, FY20 Title IV, FY20

GRAND TOTAL	\$116,619.74	\$6,365.00
2022 YEAR-TO-DATE ADJUSTMENTS	-\$2,547.75	\$0.00
2022 YEAR-TO-DATE OTHER FUNDS	\$4,319.83	\$1,140.00
2021 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
2021 YEAR-TO-DATE OTHER FUNDS	\$82,695.98	\$3,705.00
2022 YEAR-TO-DATE EDUCATION FUNDS	\$5,095.50	\$0.00
2021 YEAR-TO-DATE EDUCATION FUNDS	\$27,056.18	\$1,520.00
	\$7,724.83	\$1,520.00
EVAMARIE YOUNG-RAY - EHS/NSMS (0-0)	Title IV, FY20	Title IV, FY20
JOSHUA TYSON - PMMA/EHS (0-0)	Title IV, FY20	Title IV, FY20
ALEXANDER SEYMOUR - FD (0-0)	Title IV, FY20	Title IV, FY20
JEFFREY REINERT - NSMS/FD (0-0)	Title IV, FY20	Title IV, FY20
STEPHANIE RAPPATTA - WSMS/FD (0-0)	Title IV, FY20	Title IV, FY20
CAROLYN KELLY - ROOSEVELT (0-0)	Title IV, FY20	Title IV, FY20
KIMBERLY JOHNSON - BEARDSLEY/BECK (0-0)	Title IV, FY20	Title IV, FY20

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

ELKHART COMMUNITY SCHOOLS OVERNIGHT TRIP REQUEST

School:	Elkhart High School-West						
Class/Group:	ECS	FFA Chapter					
Number of Students:	14						
Date/Time Departing:	11/1.	2/21 4:00 PM					
Date/Time Returning:	11/1-	4/21 2:00 PM					
Destination:		Traflagar	IN				
		City	State				
Overnight facility:	FFA lea	adership center					
Mode of transportation:	Activity Bus Dr	iven by Brenda Mueller					
Reason for trip:	This conference is for older FFA members (11-12, 10 rotation: Present Excellence Focus (Being a mentor, S Future Excellence Focus (Life after High School, Advis a 3 day conference held on two separate weekends	Setting Goals, Taking leadership vocating for agriculture, Creatin in November.	to the next level, etc.) and g a personal vision, etc.). FIRE				
	Educational objective: Leadership, Public speaki working on employeable skills, meeting members	ng, Problem solving, critical to state.	thinking on your feet,				
Names of chaperones:	https://www.inffa.org/docs/events/41758 Brenda Mueller	2021%20FIRE%20Rec	gistration%20Letter.pdf				
Cost per student:		\$115					
Describe plans for Raising Funds or Funding Source:	Nov Food fundraiser a	nd Jan, strawberry fundra	iser				
Plans to defray costs for needy students:	ALL STUDENT	S get to go that want to					
Are needy students made aware of plans?		Yes					
Name of Teacher/Sponsor:	Brenda Mueller						
Signature of Teacher/Sponsor:							
Seno Signature of Principal:	d to Assistant Superintendent for Instruction for ap Board of School Trustees	proval and for submission to	Date: 27 Octoba 2021				
Approval of Assistant St	uperintendent:		Date: //-/- 2 /				
Approval by Board:	• •						

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/ contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.	What is the grant submission deadline?
Title II, Part A Supporting Effective Instruction	IDOE	District	Beth Williams	\$537,016.39	Funds will be used to provide professional development in the following: 1. Solution Tree PLC Coaches to all building administrators to build leadership capacity. 2. Smekens literacy professional development for all teachers to support classroom instruction: strategies for teaching the five components of reading, small group guided reading and literacy stations, strategies for planning and delivering standards-driven instruction and best practice strategies in reading and writing. 3. Stipends/benefits to pay new teachers for monthly professional development Beth Williams will oversee the management of the grant.	The grant funds support the district goals by providing professional development to administrators and teachers to uphold our promise that we know every student by name, provide a guaranteed and viable curriculum and ensure all students learn at high levels.	1. Solution Tree = \$372,958.00 2. Smekens = \$111,000.00 3. Substitute salary/benefits for Smekens = \$9,732.00 4. New teacher PD stipends/benefits = \$17,492.85 5. Non-Public schools equitable share = \$25,833.54	11/30/2021
Title IV, Part A Student Support & Academic Enrichment	IDOE	District	Beth Williams	\$269,147.67	Grant funds will be used to support the following: 1. Trauma Informed Intervention and Curriculum = \$50,000.00 2. Social Emotional Learning Practices = \$77,240.00 3. Oaklawn Services = \$60,000.00 3. Student Classroom Engagement Online Platform = \$21,060.00 4. Growing Student Leadership with ULEAD \$17,910.00 5. Antibullying Conference and Reporting System = \$12,490.00 6. Technology Ambassadors = \$17,499.21 7. Non-Public Equitable Share = \$12,948.46 Sarita Stevens and Beth Williams will oversee the management of the grant.	All schools will implement a multi-tiered system of supports (MTSS) plan consisting of coordinated social & emotional learning, trauma-informed care, restorative practices, and positive behavior supports as represented by the district PRIDE framework.	Grant funds will be used to support the following: 1. Trauma Informed Intervention and Curriculum = \$50,000.00 2. Social Emotional Learning Practices = \$77,240.00 3. Oaklawn Services = \$60,000.00 3. Student Classroom Engagement Online Platform = \$21,060.00 4. Growing Student Leadership with ULEAD \$17,910.00 5. Antibullying Conference and Reporting System = \$12,490.00 6. Technology Ambassadors = \$17,499.21 7. Non-Public Equitable Share = \$12,948.46 Sarita Stevens and Beth Williams will oversee the management of the grant.	11/30/2021

Page 1 of 1 11/9/21 Board Meeting





To: Dr. Steven Thalheimer

FROM: DR. DENISE SEGER
DATE: NOVEMBER 9, 2021

PERSONNEL RECOMMENDATIONS

CERTIFIED

a. **New Certified Staff** – We recommend the following new certified staff for employment in the 2021-22 school year:

Elona Yoder EHS ETI/Science

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

Allison DeShoneDaly/InterventionBegin: 11/23/21 pmEnd: 12/21/21

c. **Medical Leave** – We recommend an unpaid medical leave for the following employee:

Lisa Hassett Elkhart Academy/Language Arts

Begin: 10/26/21 End: 11/19/21

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

Denise Seger ESC/Director of Human Resources

Began: 7/1/21 Resign: 1/21/22

Christina Snider Beardsley/Special Education

Began: 1/27/14 Resign: 11/18/21

Serena UtterbackRoosevelt/Grade 3Began: 8/14/18Resign: 12/3/21

e. **Contract Cancellation** – The administration recommends cancellation of the regular teacher's contract:

Suzanne Ragsdale Elkhart High School/Art

CLASSIFIED

a. **Administrative Appointment** – The administration recommends confirmation of the following administrative appointment effective January 24, 2022:

Magdalena Lozano

ESC/Director of Human Resources

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

Sandra Arnold Woodland/Food Service

Began: 9/14/21 PE: 11/9/21

Valorie Books West Side/Licensed Nurse

Began: 9/13/21 PE: 11/8/21

Grace Brubaker Transportation/Bus Helper

Began: 9/3/21 PE: 10/28/21

Claudia Burmeister North Side/Social Worker

Began: 9/7/21 PE: 11/1/21

Kathleen Enfield West Side/Secretary

Began: 9/9/21 PE: 11/3/21

Angela Lee Pinewood/Food Service

Began: 9/8/21 PE: 11/2/21

Miranda Meese Freshman Division/Registered Behavior Tech

Began: 9/2/21 PE: 10/27/21

Karen Mendoza Beck/Paraprofessional

Began: 9/7/21 PE: 11/1/21

Quiana Owens North Side/Food Service

Began: 9/13/21 PE: 11/8/21

Jacqueline Pietrzak North Side/Custodian

Began: 9/2/21 PE: 10/27/21

Joanna Pizana Transportation/Bus Driver

Began: 9/13/21 PE: 11/8/21

Patricia Rebman Freshman Division/Food Service

Began: 9/8/21 PE: 11/2/21



Michael Schmidt Riverview/Paraprofessional

Began: 9/7/21 PE: 11/1/21

Akyah Taylor Elkhart High School/Paraprofessional

Began: 9/2/21 PE: 10/27/21

Iesha Young Cates Woodland/Food Service

Began: 9/7/21 PE: 11/1/21

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

Lisa Carte-Kime Elkhart Academy/Substitute Teacher

Began: 5/16/18 Resign: 10/20/21

Jessica Donovan Transportation/Bus Driver

Began: 1/23/19 Resign: 11/2/21

Dawn Fuqua Elkhart High School/Secretary

Began: 3/16/20 Resign: 10/19/21

Mark Paustian Transportation/Mechanic

Began: 3/13/17 Resign: 11/8/21



MASTER CONTRACT 2021 - 2022

ELKHART TEACHERS ASSOCIATION, INC.

AND

BOARD OF SCHOOL TRUSTEES

of

ELKHART COMMUNITY SCHOOLS ELKHART, INDIANA

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PROFESSIONAL NEGOTIATIONS AGREEMENT

This Professional Negotiations Agreement is made on the 9th day of November, 2021, by and between the Elkhart Community Schools, a public school corporation organized and existing under the laws of the State of Indiana, with central offices at 2720 California Road, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., a school employee organization with offices presently at 127 E. Windsor Avenue, Suite 2, Elkhart, Indiana, 46514.

ARTICLE ONE

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Pursuant to Indiana Law providing for collective bargaining, the Board hereby recognizes the Elkhart Teachers Association, Inc. as the exclusive representative for those school employees described in the following bargaining unit: all certificated teachers employed on a regular, temporary, or supplemental contract with the exception of superintendent, assistant superintendents, business administrators, administrative assistants, directors, assistant directors, supervisors, principals, assistant principals, vice-principals, and high school athletic directors.

ARTICLE TWO

DEFINITIONS

As used in this Agreement:

- "Employer" means the governing body of the Elkhart Community Schools and any person or persons authorized to act for the governing body of the employer in dealing with its employees.
- 2. "Teacher" means a certificated teacher employed by the school employer and in the bargaining unit.
- 3. "Board" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana.
- 4. "Association" means the Elkhart Teachers Association, Inc. (ETA), Elkhart, Indiana.
- 5. "Parties" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., Elkhart, Indiana.
- 6. "Immediate family" shall mean teacher's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, stepparents, stepchildren, or any member of the family unit living in the teacher's household, any person for whom the teacher is the legal guardian, or for whom the teacher is exercising rights authorized pursuant to a Power of Attorney.
- 7. "Life partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship.
- 8. "Family unit" shall mean any person related to the teacher, genetically or by marriage, or any person for whom the teacher is the legal guardian.
- 9. "Family illness absence" shall mean an absence from work necessitated by care for any member of the teacher's immediate family who is ill.
- 10. "Personal illness absence" shall mean an absence from work because the teacher is ill, physically disabled, or quarantined.
- 11. "Traveling teacher" shall mean a teacher who is assigned to two or more buildings on a daily basis.
- 12. "Job share" shall be defined as the equal division of one daily full-time position by two teachers working in the same building.
- 13. A "part time teacher" shall be defined as a teacher, not working in a job share, who is employed for the full school year, but whose regular school year assignment is less than that of a full time teacher.
- 14. "Seniority" shall be defined as the number of years of service in the Elkhart Community Schools computed to the nearest full one-half year.
- 15. "Substitute Deduction" shall mean the minimum daily rate paid to substitute teachers.

ARTICLE THREE

LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

A. <u>Paid Leaves</u>

1. <u>In General</u>

- a. Additional leave information is available in Board Policy 3430.02AC (Family or Medical Leave of Absence Policy) and from the Human Resources Office.
- b. A leave may be granted for a period of time not to exceed one (1) year. Successive leaves may be granted.
- c. The leave shall be used for the purpose for which it was granted. The taking of a leave will not allow the teacher to accrue more rights than she or he would have acquired had the leave not been granted.
- d. For any health-related leave, a physician's statement is necessary prior to the commencement of, and the return to work from, the leave, setting forth the need for such leave or the ability to again resume the duties of a teacher.
- e. Any person who has been granted leave by the Board shall be eligible to participate in the group insurance program at his or her own expense by paying the premiums in advance. Arrangement for payment shall be made through the Business Office.
- f. Any teacher on leave has the responsibility to properly notify the employer according to the date given for the respective leave by stating the teacher will:
 - (1) request an additional leave, or
 - (2) return to employment, or
 - (3) resign.
- g. If the teacher does not comply with the return provisions for any leave granted, then all rights to employment are forfeited.
- h. A leave, once granted, may only be terminated before the date of expiration by mutual agreement of the teacher and the Board, or by the Board when the teacher does not use the leave for the purpose for which it was granted.
- i. A teacher who teaches courses of regular length and applicable for student credit or driver education may have excused absences charged against accumulated illness absence or personal business subject to the restrictions below. For sessions of 20 days or less only one (1) absence may be used. For all other sessions a maximum of two (2) absences may be used. Exceptions to the professional limitations, bereavement, foregoing e.g. assignments, etc., may be authorized in writing by the Superintendent. Days charged for excused absence shall be charged at the rate of one-half (1/2) day for each absence. Teachers accepting a summer school position understand absences should be used only in case of an emergency.

B. Jury Duty and Witness Duty

1. Jury Duty

In the event a teacher is summoned to serve as a juror in a court of law, the teacher shall be granted absence for jury duty for the time during the normal school day which the teacher is required to fulfill the duties of a juror. Such absence shall result in no loss of salary. When the teacher is in receipt of his/her jury duty check, a 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.

2. Witness Duty

In the event a teacher 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 teacher shall be granted absence to witness for the time during the normal school day which the teacher is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of salary. For cases involving extended absence to witness, the Superintendent may grant additional days with pay, with substitute deduction, or without pay. When the teacher 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 teacher 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 teacher 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.

C. <u>Military Leave</u>

Military leave will be granted in accordance with and as mandated by state or federal statutes governing such leave.

D. <u>Maternity Leave</u>

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the same provisions governing illness and by the following:

Any teacher who is pregnant is entitled to a leave any time between the 1. commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent at least thirty (30) days before the date on which she desires to start her leave. Temporary contract teachers may take a leave, but only during the period of the temporary contract. When it is mutually agreeable, any leave which ends in the last nine weeks of a semester shall be prolonged to the end of the semester. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician. This leave may be taken without jeopardy to re-employment, retirement and salary benefits, teacher status, and seniority rights.

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- 2. It is agreed such leave shall not be used to engage in other gainful full-time employment. Maternity leaves shall be used for the primary purpose of care of a child of which the teacher has legal custody.
- 3. ECS shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under the contract, it shall not however add to the duration of a traditional absence related to child birth as determined by the treating physician.
- 4. All or any portion of an absence taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available illness absence. When personal illness absence is requested, verification by a physician of temporary disability related to the pregnancy must be submitted.

E. Parental Leave

- 1. A teacher, upon request, shall be entitled to up to one (I) year of parental leave for the primary purpose of child care following the birth or adoption of a child.
 - a. This leave may be taken without jeopardy to employment status, retirement and salary benefits, and teacher status and seniority rights.
 - b. A written request for a parental leave must be submitted in advance of the effective date of said request for leave. The request shall include the expected length of the leave, and except in a situation beyond the control of the teacher, shall be submitted at least thirty (30) days in advance.
 - c. In the event both parents of a child are employed by the corporation, only one of the two may be granted maternity or parental leave for the same period of time. This leave shall be used for the primary purpose of care of a child of which the teacher has legal custody, or in cases of adoption when there is temporary custody with intent to secure legal custody.

F. Adoptive Leave

A teacher who legally adopts a child whose age is less than eighteen (18) years old shall be entitled to use up to six consecutive weeks of accumulated sick leave to serve as the primary caregiver for the adoptive child. The teacher shall not be authorized to make application to the sick leave bank for said days. In order to be eligible for paid adoptive leave, the teacher must notify the Director of Human Resources 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 teacher for the teacher's care and legal custody.

G. Personal Business

1. A teacher shall be provided with paid personal business per year.

Number of Years	Personal Business Days Granted
0-4 consecutive years of ECS service	3 days
5-19 consecutive years of ECS service	4 days
20 or more consecutive years of ECS service	5 days

- a. Request for personal business shall be given to the principal, supervisor, or designee at least one (1) hour prior to the commencement of the normal school day. In the event of an unforeseen emergency beyond the control of the teacher, of which the teacher becomes aware less than one (1) hour prior to the commencement of the normal school day and which requires the absence of the teacher, said teacher may request such personal business less than one (1) hour prior to the commencement of the normal school day, provided such request is made as soon as reasonably possible after the teacher learns of such emergency. If it is not possible to submit a written request in advance, an oral request must be made prior to commencement of the absence, followed by a written request upon return.
- b. If the first work day for a teacher takes place after the beginning of the school year, or for any teacher on leave, or for any teacher who is defined as part-time, the days will be prorated (sixty [60] paid days equals one [1] personal business day).
- 2. An accounting of unused personal business days will appear on each paycheck stub. These days may not be used other than in multiples of a half (1/2) day. Unused personal business days shall be rolled over at the end of each teacher's contract year on a continual basis. A teacher may not retain more than ten (10) personal business days. A teacher may not use more than five (5) personal business days consecutively.
- 3. Except for emergencies, personal business days shall not be used to extend school vacation periods of Thanksgiving, winter recess, spring break, summer break or the day preceding fall recess in the event this day is scheduled as a parent teacher conference day as defined by the school calendar, unless the teacher complies with the following procedure:
 - a. Once every three (3) years a teacher may use a personal business day to extend a holiday or vacation period described above by exchanging two personal business days for a personal business day taken adjacent to the holiday or vacation period.
 - b. The teacher must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.
 - c. This personal business day cannot be used in conjunction with an unpaid day without a consent agreement between the Board and the ETA.

Emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee.

- 4. In accordance with Indiana law, no personal business shall be granted for participation in any work stoppage.
- 5. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event which prohibits the teacher from attending to his or her assigned duties.

H. <u>Bereavement</u>

1. In the event of death within the teacher's immediate family (See Article 2), the teacher may be absent from work with pay for five (5) business days beyond the date of death in order to attend to matters related to

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the death of the family member. Said days must be used by the teacher within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively.

- 2. In the event more than one death in the teacher's immediate family should occur, the teacher may be absent from work with pay for five (5) business days for each death. Said days must be used by the teacher within twelve (12) months of the second death of the immediate family member, but do not have to be used consecutively.
- 3. Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the teacher's immediate family.
- 4. A maximum of one (1) day's paid absence will be granted for attendance at a funeral of any other relative (blood or affinity) of the teacher other than the teacher's immediate family. When travel cannot reasonably be accomplished in one day, an additional day will be granted.
- 5. For the death of a close friend, student or extended family member, a teacher shall be granted a maximum of one (1) day's paid absence each school year to attend the funeral. In the event more than one death of a close friend, student, or an extended family member occurs, the day will be at the minimum substitute deduction rate, rather than being a paid absence to attend the funeral.
- 6. The Superintendent may grant additional bereavement days with or without substitute deduction.

I. <u>Illness Absence</u>

- 1. A teacher contracted for 184 or more days will be provided with 12 personal/family illness absence days each year (see Article 2). Illness absence days will be provided on the first day the teacher works; or the first teacher workday for those teachers authorized to use paid benefit days under the express terms of this Agreement, and be subject to use at the time from the beginning of the teacher's contract. If the first work day is after the beginning of the school year, or for any teacher on leave or for any teacher who is defined as a part-time teacher, the days will be prorated (fifteen [15] paid days equals one personal/family illness day). Request for illness absence shall be given to the principal, supervisor, or designee at least one (1) hour prior to the commencement of the normal school day, except in cases of emergency. These may not be used other than in multiples of a half (1/2) day.
- 2. In the event a teacher shall have accumulated one (1) or more days of personal illness in another school corporation and shall thereupon become employed by the Elkhart Community Schools, there shall be added for the second year and each succeeding year of such employment up to ten (10) days of personal illness until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted. This provision is subject to written verification from the most recent employer.
- 3. If in any one (1) school year, the teacher shall be absent for such illness, disability, or quarantine less than the provided number of days, the unused days shall accumulate and carry over to no more than one-hundred (100) days.
- 4. In the event the employer believes abuse of illness absence by a teacher exists, the employer may put the teacher on notice in the event of further use of illness absence by the teacher, the employer may require the teacher to verify such illness or disability by a written statement signed

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by a licensed practicing physician which in the case of personal illness affirms the teacher is unable to fulfill his or her normal assigned duties because of such illness or disability.

- 5. In the event the employer believes an improper application of illness absence by a teacher exists, the employer upon notice to the teacher no less than twenty-four (24) hours prior to the teacher's return to work may require the teacher to verify such illness or disability in the same manner as provided by paragraph four (4) of this section.
- 6. The employer may, in the event paragraph four (4) or paragraph five (5) applies, select a licensed physician to examine the teacher or family member in question. In such event, the employer shall pay the costs of such examination.
- 7. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days with pay, with substitute deduction, or without pay.
- 8. For a serious illness of a close friend, or family member who is not a member of the immediate family, the provisions in paragraph one (1) will be in effect, except the day(s) will be at the minimum substitute deduction, rather than being a paid absence.
- 9. A teacher who believes he/she has substance abuse/misuse problems may request appropriate benefits, including a health leave, for assessment and/or treatment purposes(s).
- 10. A teacher may donate up to ten (10) days of accumulated personal/family illness days per school year to another teacher by providing formal written notification to the Business Office. The maximum number of days transferred to any teacher in a school year shall not exceed thirty (30) days.

J. <u>Personal Illness Bank</u>

A personal illness bank provides a bank of days upon which teachers may borrow in cases of extended absence when the teacher is temporarily ill, physically disabled, or quarantined and unable to perform the duties of a teacher. A teacher may apply for a loan from the bank under the following conditions and procedures:

- 1. All accumulated and non-accumulated illness absence and personal business days of the applicant shall have been exhausted at the time of application.
- 2. Applications shall be made in writing to the chairperson of the Personal Illness Bank Committee. Application for a loan may be made by the teacher's authorized representative (i.e. immediate family member) in cases where the individual teacher is unable to do so. Applications shall be accompanied by a statement signed by a physician licensed to practice medicine, certifying said teacher is temporarily disabled. Such doctor's statement should also include the general nature of the disability, impact of the disability on employment, and prognosis for a return to work. "Temporarily disabled" shall mean inability to perform the duties of the teacher. The opinion of a second physician may be requested by the employer at its expense. Further certification may be required by the employer from time to time.
- 3. Application shall be reviewed by a Personal Illness Bank Committee composed of two (2) members appointed by the Association President and two (2) members appointed by the Superintendent. The committee shall make a recommendation for approval or denial of the loan to the

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Superintendent, who shall make the final decision on the request. Applicants who are denied approval shall have the right to appeal to the denying party.

- 4. A maximum of sixty (60) days will be allowed for any one (1) individual in any school year.
- 5. Any teacher who becomes ill for an extended period of time more than once during a school year shall re-apply following the same procedure.
- 6. Following a return to work, all accrued illness absence days which exceed the state minimum benefit for personal illness (five [5] days per year) shall be paid back to the bank until the loan has been repaid.
- 7. The bank shall be maintained from year to year by the repayment of loans from individual borrowers.
- 8. The Personal Illness Bank Committee may recommend to the Superintendent a waiver of any of the above conditions or procedures.
- 9. The Personal Illness Bank may be used for the period of disability related to pregnancy.

K. Involuntary Health Leave

In the event the Board has reason to believe a teacher's physical or mental health may be interfering with the successful performance of his or her responsibilities, the Board may require a teacher to have an examination by a physician of the Board's choosing who shall file a written statement with the Board certifying the teacher is physically and/or mentally capable/incapable of completing the duties required of his or her assignments. The cost of the examination will be borne by the Board. After such examination, and based upon the results of the examination, the Board may place a teacher on a paid administrative leave for health reasons. A second examination may be requested by either party, with the cost borne by the requesting party.

In the event said leave is without pay, the teacher may exercise the right to request, in writing, a hearing pursuant to IC 20-28-7.5.et.seq., any such hearing shall employ the procedures set forth in IC 20-28-9-22(3) through 20-28-9-22(8).

L. Family Medical Leave

Pursuant to the Family Medical Leave Act ("FMLA"), teachers employed for 1,250 hours or more during the twelve (12) month period prior to application, are entitled to request leave under the FMLA. Eligible teachers may take an unpaid leave of up to twelve (12) weeks under the FMLA for the following reasons:

- 1. the birth of a child and to care for the newborn child within one (1) year of birth;
- 2. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
- 3. to care for the employee's spouse, child, or parent, as defined by the FMLA, who has a serious health condition;
- 4. a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- 5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

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6. to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Teachers are required to use any accrued paid leave days (i.e. personal illness days and personal business days) during the period of time they are taking a leave under the FMLA.

A teacher shall not lose, while on FMLA leave tenure, seniority, or any other rights enjoyed by a teacher.

Whenever the leave is foreseeable, the teacher shall provide the employer with thirty (30) days' notice. If there is insufficient time to provide such notice because of unforeseeable events, the teacher shall provide such notice as soon as possible and practical, generally not later than the next business day after the teacher realizes the need for leave.

The provisions of Board Policy 3430.02AC along with the express terms of the FMLA shall govern all applications for a leave under the FMLA.

M. <u>Compensatory Time and Professional Assignments</u>

Conference Attendance

- 1. A teacher who requests a conference leave shall file such request with the appropriate administrator no later than three (3) weeks prior to the conference. Reimbursement for approved expenses incurred while attending an approved conference will be allowed as listed in the following schedule, provided that the teacher submits receipts and an itemized claim:
 - a. Mileage at the Internal Revenue Service allowable rate based on approved mileage when using personal automobile. Toll and parking fees will be paid if verified by receipts. If transportation is other than automobile, this must be approved by the employer in advance of the travel, and actual cost shall be reimbursed.
 - b. The actual cost of registration, banquet and luncheons. Cost of banquet and luncheons which are a part of the regular conference program may be added to the registration fee. In this case, deductions from the per diem rate allowed for meals will be made.
 - c. Cost of meals not to exceed \$50 per day average as verified by receipt. Reasonable gratuities may be claimed for reimbursement.
 - d. Cost of Room actual cost as verified by receipt.
 - e. In no case will reimbursement exceed actual expenditures.
- A teacher who attends a conference shall incur no loss of salary unless otherwise provided by Board action. In the event prior approval by the Board is not secured, the Superintendent may allow teachers to attend conferences. Conference attendance shall be allowed at the discretion of the employer.

<u>Association Professional Assignments</u>

- 1. The Association President and Vice President shall be given the following professional assignment:
 - a. One half (1/2) day of professional assignment each day for the Association President.

- b. One half (1/2) day of professional assignment each day for the Association Vice-President.
- c. Forty-five (45) days per year of professional assignment leave shall be provided for use of Association members at the direction of the president in carrying out Association business. The Association will pay the substitutes' cost when such is incurred.

N. <u>Compensatory Time</u>

1. Teachers of Students with Disabilities

- a. The teacher will receive compensatory time for time spent in a case conference beyond the normal school day. The teacher and the building administrator will arrange for the teacher to receive compensatory time equivalent to the time spent in the case conference beyond the normal school day.
- b. With prior approval of the appropriate administrator, staff members may be provided with released time in order to write IEP's or consult with other staff regarding the implementation of an IEP.
- c. Released time will be provided for any teacher who is directed to participate in a case conference during the student day.
- d. Should additional time be required in extraordinary situations a teacher may submit a request for consideration of a Temporary Differential to the Superintendent under Article 6-H.

2. <u>Teachers of "English as a New Language"</u>

- a. Teachers of "English as a New Language" (ENL) may be provided with release time in order to write Individual Learning Plan(s) (ILP), with prior approval of the appropriate administrator.
- b. Should additional time be required in extraordinary situations a teacher may submit a request for consideration of a Temporary Differential to the Superintendent under Article 6-H.

3. Relief of Duty

Teachers may take a break at appropriate times as established by the building principal, if it does not significantly interfere with the school program.

4. Parent/Teacher Conference Leave Day

Teachers with children enrolled in ECS Programs will be authorized to attend Parent/Teacher Conferences at ECS Schools without the use of benefit time, provided the teacher is still able to meet the expectations of ECS regarding the performance of the teacher's responsibilities during Parent/Teacher Conferences.

5. When a teacher substitutes voluntarily for another teacher for up to three (3) hours, the absentee shall not be charged any absence or leave days. However, each substitution must always be approved by the building principal or his or her designee in advance of any such substitution.

O. Unpaid Leaves

1. Unpaid Days

In the event a teacher has exhausted available leave days provided for in this Article, said teacher may apply to the Superintendent/Designee for unpaid day(s) on an emergency basis.

For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event which prohibits the teacher from attending to their assigned duties.

2. <u>Unpaid Parental Leave</u>

A teacher, upon request, shall be entitled to up to one (I) year of unpaid parental leave for the primary purpose of child care following the birth or adoption of a child. This leave may be taken without jeopardy to employment status, retirement and salary benefits, and teacher status and seniority rights. A written request for a parental leave must be submitted in advance of the effective date of said request for leave. The request shall include the expected length of the leave, and except in a situation beyond the control of the teacher, shall be submitted at least thirty (30) days in advance.

In the event both parents of a child are employed by the corporation, only one of the two may be granted parental leave for the same period of time. This leave shall be used for the primary purpose of care of a child of which the teacher has legal custody, or in cases of adoption when there is temporary custody with intent to secure legal custody.

3. <u>Unpaid Health Leave</u>

A teacher may be granted a health leave without pay after completion of one (1) year of employment. For any such leave a written request from the teacher shall be received by the Superintendent, accompanied by a physician's statement certifying the teacher is unable to fulfill the normal assigned duties for an extended period of time. The leave may be granted for the duration of the current contract year, or for the forthcoming contract year. While on health leave, written notice of the teacher's leave status must be received by the Superintendent on or before March 1 of the year in which the present leave expires. If the teacher states they will return to employment, then a physician's statement certifying fitness to work must be received on or before May 1.

4. Extended Unpaid Leave

A leave without pay may be granted by the Board upon the request of a teacher. Said leave may be granted for such reasons as full-time advanced study, teaching abroad, travel, work study programs, etc. Said leave may not be used for the purpose of obtaining other employment. Request for said leave shall be received by the Superintendent prior to March 1 of the school year prior to the commencement of said leave. In the event a teacher wishes to apply for an additional year of leave, said teacher must request approval in writing to the Superintendent prior to March 1. The granting of an extended unpaid leave may, at the Board's discretion, be contingent upon employment of a teacher qualified to assume the applicant's duties. A proper notification in writing must be received by the Superintendent prior to March 1 of the year of the leave or three (3) months prior to the end of the leave for a leave which does not coincide with the school year.

ARTICLE FOUR

PROFESSIONAL GRIEVANCE PROCEDURE

A. <u>Definitions</u>

- 1. A "grievant" means a teacher, or class of teachers or the Association making a claim by filing a grievance, providing any grievant to be a proper party to a grievance must be an aggrieved party to such grievance.
- 2. A "grievance" means an allegation by a grievant of a violation, misinterpretation, or misapplication of the express terms of this Agreement.
- 3. A "class grievance" means a grievance, as defined above, which has facts common to the class, and which grievance affects more than one (1) teacher.
- 4. The term "principal," as used in this Article, shall refer to the chief administrative official in each building, and other administrators authorized to process grievances for the employer.
- 5. "Work day" means any day for which the teacher is eligible to receive pay and every day Monday through Friday at times other than when the teacher is under contract with the exception of winter recess.

B. In General

- 1. Time limits provided in this Agreement may be extended by mutual agreement in writing signed by the parties. When a teacher is not under contract, if any party to a grievance is unable to meet the deadlines of the procedure, other than at Step One, an extension will be granted upon written request prior to the deadline. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall not prohibit the grievance from being appealed to the next step. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step without prejudice to other grievances, unless the Association agrees in writing with the settlement of the grievance; then it shall be resolved with prejudice to other grievances involving the same issue.
- 2. There shall be no reprisal against any teacher for his or her participation in the grievance procedure.
- 3. Any adjustment of any grievance shall not be inconsistent with the terms of this Agreement.
- 4. Should the employer deem it necessary for the grievant and an Association representative to be in attendance during school hours in any grievance meeting reaching Step Two or beyond, any such teacher shall be released from regular duties for such period as deemed necessary by the employer without loss of salary or leave.

C. <u>Procedure</u>

1. <u>Grievance Procedure - Step One</u>

In the event the teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the building principal or immediate supervisor, either personally or accompanied by an Association Representative. The discussion must take place within ten

(10) work days of the act or condition. The teacher must notify the principal when a grievance is being initiated and the meeting is to be considered as the informal level of the grievance procedure.

Within five (5) work days after the informal meeting, the principal or immediate supervisor shall inform the teacher of his or her decision in the matter. Documentation of this meeting must be made by the teacher and principal completing A-F and G respectively on the Grievance Report Form found in Appendix C.

2. Grievance Procedure - Step Two

- a. Within ten (10) work days of the time the principal has informed the teacher of his/her decision at the Step One informal level, the grievant, either individually or accompanied by a maximum of three (3) representatives who are teachers of this system, shall present the grievance in writing, on the Grievance Report Form provided in Appendix C, to the Principal or other authorized administrator, during non-teaching hours. A five (5) workday extension will be granted when the teacher has met during the ten (10) day period to discuss the grievance with the Principal.
- b. The "Statement of Grievance" shall name and/or identify the grievant(s) involved, shall state the specific facts giving rise to the grievance, shall identify by appropriate reference all provisions of this Agreement or Board policies alleged to be violated, and shall indicate the specific relief requested.
- c. Within five (5) workdays after receiving the grievance, the Principal or other authorized administrator shall complete H and I on the Grievance Report Form and distribute it.

3. <u>Grievance Procedure - Step Three</u>

- a. If the grievance is not resolved in Step Two, the grievant may, within ten (10) work days after receiving the Principal's or other authorized administrator's written answer, submit to the Superintendent or authorized designee a Grievance Report Form completed through L. The designee(s) of the Superintendent shall not be the counsel for the employer at any subsequent arbitration hearings.
- b. The Superintendent or his or her authorized representative shall have fifteen (15) work days to meet with the grievant and answer the grievance in writing. If further investigation is needed, additional time may be allowed by mutual agreement in writing by the Superintendent or authorized representative and the Association President or designee.

4. <u>Grievance Procedure - Step Four</u>

- a. Within fifteen (15) work days after receiving the decision of the superintendent, an appeal of the decision may be made to the Elkhart Community Schools Board of Trustees. The Board shall then schedule an evidentiary hearing, with witnesses as necessary, on the grievance after receipt of the appeal.
- b. The hearing shall be held at a regular or special meeting of the Board of Trustees. The hearing shall be held at a mutually agreeable time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

ARTICLE FOUR PROFESSIONAL GRIEVANCE PROCEDURE

c. The Board shall render their decision in writing to the Association president and the grievant not more than 30 work days after the hearing has been held and after the first subsequent regular meeting following the hearing.

D. Rules Governing Board Hearings

- 1. Neither party to a grievance shall be permitted to present any evidence not disclosed to the other party at least forty-eight (48) hours prior to the arbitration hearing, nor shall either party be permitted to amend a grievance at the level of arbitration (after Step Three).
- 2. In the event a teacher believes he/she has been subjected to harassment or discrimination in violation of Board Policy 3122ACS, said teacher shall file a complaint pursuant to Administrative Regulation AC. Complaints of discrimination and harassment shall not be subject to the grievance procedure.

ARTICLE FIVE

FRINGE BENEFITS

A. <u>Injury Arising Out of Employment Relationship</u>

- 1. Time needed for a teacher to recuperate from any personal injury arising out of and in the course of his or her employment shall result in no loss of salary, contract rights, or leave for the remainder of the current contract year, provided the injury results in disablement preventing such teacher from performing the normal duties required of said teacher, and further provided the teacher shall qualify for worker's compensation benefits, must request worker's compensation benefits, and must receive worker's compensation benefits after the required waiting period, and must receipt into the general fund an amount of money equal to any benefits. The Board reserves the right to require, at the Board's expense, a physical examination at any time during this absence, and to receive a complete copy of such examination.
- 2. Time for appearance before the Industrial Board or court of law involving a case in which a teacher is physically injured while acting out of and in the course of his or her employment shall result in no loss of wages or reduction of leave to the injured teacher.

B. <u>Personal Property Damage Reimbursement</u>

The employer agrees to reimburse a teacher for damages sustained to a teacher's personal property, such as clothing, eye glasses, cellular phone, hearing aids and wrist watches, or repair such personal property, providing the following limitations and conditions shall apply:

- 1. Such personal property must be worn, be in the teacher's physical control or be within the teacher's work space at the time damage to such property is sustained;
- 2. Acceptable evidence shall be presented to the employer establishing such damage to said personal property was sustained during the normal school day and when the teacher was involved in an assigned duty involving authorized discipline of students related to instruction or supervision; or in other cases when approved by the employer;
- 3. The amount of reimbursement of such personal property replaced shall be the fair market value of such property at the time such damage was sustained;
- 4. The employer shall reserve the right to require property to be repaired by persons or firms authorized by the employer, or to replace such personal property at its option. Repair or replacement amounts shall be authorized and approved by the employer prior to such repair or replacement; and
- 5. Verification (bill, receipt, canceled check, etc.) of the amount expended by the teacher for repair or replacement for such personal property is presented to the employer.

C. <u>Teacher Liability Protection</u>

The employer shall provide primary liability insurance coverage for teachers who drive school corporation automobiles on the employer's business and secondary liability insurance coverage for teachers who drive their personal automobiles on the employer's business. Such secondary coverage will commence above the minimum liability required by law or after the teacher's

liability insurance limit has been reached, whichever is higher, and will extend to the maximum limit of insurance carried by the corporation.

D. <u>Legal Assistance to Teachers</u>

- 1. Any case of alleged battery upon a teacher resulting from or related to the discharge of his or her duties shall be promptly reported to the employer. The employer shall provide legal counsel to advise the teacher of his or her rights and obligations with respect to such alleged battery.
- 2. In a civil case where a teacher is sued because of an incident arising out of the discharge of his or her duties, the employer agrees to defend such teacher pursuant to its powers under the Indiana General School Powers Act of 1965, and within its limitations I.C. 20-5-2-2-(16), to wit:

To defend any member of the governing body or any employee of the school corporation in any suit arising out of the performance of his duties for, or employment with, the school corporation, provided the governing body by resolution determined that such action was taken in good faith; and to save any such member or employee harmless from any liability, cost of damage in connection therewith, including but not limited to the payment of any legal fees, except where such liability, cost or damage is predicated on, or arises out of the bad faith of such member or employee, or is a claim or judgment based on his malfeasance in office or employment.

- 3. In cases where criminal charges are alleged against a teacher, when such charges are related to acts occurring during the course of normal duties, the Board's attorney will only be available to provide initial consultation. Should such need arise, contact the District Counsel/Chief of Staff and the Association President. The Attorney General of Indiana has given an opinion which prevents the Board's attorney from defending the teacher in any case involving criminal charges.
- 4. Legal assistance will also be provided when necessary in meetings with parents.

E. Life, Health, and Disability Insurance

The Board agrees to make available life, health and disability insurance.

In the event any insurance or company providing coverage below becomes no longer available, or at the request of either party not more than yearly, a joint search for comparable new policy(ies) or carriers shall be conducted by the Association and the employer. Changes in insurance which are approved by the Insurance Committee and the ETA Board and the School Board shall become a part of the overall insurance provisions.

1. <u>Life Insurance</u>

The Board agrees to make available a group insurance plan with coverage of fifty thousand dollars (\$50,000). The Board agrees to contribute ninety percent (90%) of the cost for all teachers except those who teach half-time or less, for whom the contribution will be sixty percent (60%).

2. Health Insurance

The Board will provide a single and dependent hospitalization and major medical plan, including family deductible, dental, and prescription drug. This insurance is provided for each teacher who is a member of the group

hospitalization and major medical insurance program approved by the Board and the Association.

a. For all teachers, except those who teach half-time or less, effective January 1, 2022, the Board agrees to contribute the following toward the cost of health insurance plan coverage:

Coverage	Contribution
Single	\$6,065.00
Employee and Spouse	\$11,255.00
Employee and Child(ren)	\$7,570.00
Family	\$15,755.00
Family Both Employed	\$16,105.00

b. For teachers who teach half-time or less, effective January 1, 2022, the Board agrees to contribute the following toward the cost of health insurance plan coverage.

Coverage	Contribution
Single	\$4,850.00
Employee and Spouse	\$9,005.00
Employee and Child(ren)	\$6,055.00
Family	\$12,605.00
Family Both Employed	\$12,885.00

c. <u>Health Insurance Following Retirement:</u>

Immediately following retirement, the teacher and his/her spouse, if any, shall have the option of remaining in the Employer's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

- (1) While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
- (2) Within ninety (90) days of the retirement date, the teacher has provided a written request to Elkhart Community Schools for continuing insurance coverage for the teacher and spouse, if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Employer's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse.

3. <u>Long-Term Disability Insurance</u>

The Board agrees to make available a group long-term disability insurance policy, which will guarantee no less than sixty-six and two-thirds percent (66-2/3%) of the teacher's annual salary until age sixty-five (65). The Board agrees to contribute ninety percent (90%) of the cost for all teachers except those who teach half-time or less for whom the contribution will be sixty percent (60%).

F. Employee Assistance Program

The Employer shall provide an Employee Assistance Program (AEP) through a contracted provider. All costs related to intake and three (3) subsequent sessions shall be paid for by the Employer. The EAP shall cover employees, life partners, spouses, and dependent children. In addition, the Employer will provide a pool of one hundred (100) additional days per school year that may be utilized on an as needed basis by the provider with the intent to assist with situations where additional sessions are required.

G. Death Benefits

In the event of the death of a teacher with ten (10) or more years of service as a teacher in the Elkhart Community Schools, a cash payment as determined by the following formulas will be made to the teacher's primary beneficiary:

- a. One percent (1%) of the bachelor's base times 1.08 times the number of years of recognized service as a teacher in the Elkhart Community Schools; plus
- b. The number of accumulated illness absence days times the teacher's daily rate; minus
- c. The value of teacher's 401(a) Severance account as of the teacher's date of death.

In addition to the cash benefit described above, the surviving dependent spouse of any teacher shall be entitled to participate in the basic group health insurance program until eligible for Medicare coverage by paying one hundred percent (100%) of the premium.

H. <u>Disability Benefits</u>

Any teacher who becomes permanently disabled (physically or mentally) prior to the age of fifty (50) after serving in the Elkhart Community Schools for ten (10) years, and who is not eligible to receive a benefit under Appendix D-B will be eligible to receive disability benefits. Benefits shall be computed as follows:

Multiply one percent (1%) of the bachelor's base times 1.08 times the number of years of recognized service in the Elkhart Community Schools. This benefit will be paid in one lump sum.

I. <u>Transportation Allowance</u>

- Teachers who are required to travel to carry out their assignment of duties shall be reimbursed, in addition to their basic salaries, at the Internal Revenue Service allowable rate commensurate with the number of miles they are required to travel. This allowance shall not apply for travel from the teacher's residence to the initial place of assignment and from the last place of assignment back to the teacher's residence for either regular or extra-duty assignments.
- 2. It shall be the responsibility of the teacher to keep a log of dates, nature of business, points of origin and destination, odometer readings, and miles traveled, and to submit the appropriate claim form to the Business Office, monthly or less frequently if desired. When the destination is recurring, the odometer readings need only be recorded once. A trip odometer may be used or the mileage chart (Administrative Regulation DLC-3) when applicable.

J. Retirement Benefits

The Employer has established and maintains VEBA (Voluntary Employee Benefit Association) Plans pursuant to § 501(c) (9) of the Internal Revenue Code for each teacher employed under a teacher's contract. The Employer shall make an on-going contribution to individual teacher VEBA accounts at a rate of .5%.

Teachers will be assigned to a VEBA Plan based upon their individual employment date. Teachers will not be authorized to receive on-going contributions to multiple plans.

Teachers employed on or before 1/1/2006 shall be assigned to VEBA I

The VEBA Plan (VEBA I) for teachers under contract with the Elkhart Community Schools on January 1, 2006, or on a Board approved Leave of Absence at such time includes the following terms and conditions:

- Vesting: A teacher must have served in the Elkhart Community Schools fifteen (15) years, reached the age of fifty-five (55), and retired from employment with Elkhart Community Schools to be vested in the VEBA account.
- <u>Contributions</u>: The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- Access to Account Assets: Until such time a teacher has retired and satisfied
 the eligibility requirements by virtue of age and years of service in the Elkhart
 Community Schools, the teacher shall have no access to the assets held in his
 or her separate VEBA account.
- Termination Prior to Vesting: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- Reallocation of Forfeitures: The ETA President shall receive a list of those teachers whose accounts have been terminated pursuant to this Appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA President will receive this list on or before September 15. All of the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA I accounts. Reallocation of forfeitures will be applied on an actuarially sound basis that is consistent with the model previously developed for the distribution of forfeited amounts (i.e. where allocation results are based upon age and number of years until projected retirement date for each teacher) and deposited in teacher accounts on or before October 15th. VEBA I accounts of teachers who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.
- <u>Teachers Prevented from Participation in Reallocation of Forfeitures</u>: the VEBA I accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA I account.
 - o Teachers who forfeited their VEBA I accounts in the same year,
 - o Teachers who previously forfeited their VEBA I accounts; and

 Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

<u>Teachers Hired between January 2, 2006 and March 31, 2016 shall be assigned to VEBA II</u>

The VEBA Plan for teachers hired by Elkhart Community Schools between the dates of January 2, 2006 and March 31, 2016 (VEBA II) includes the following terms and conditions:

- <u>Vesting</u>: A teacher must have served in the Elkhart Community Schools fifteen (15) years, reached the age of fifty-five (55), and retired from employment with Elkhart Community Schools to be vested in the VEBA account.
- <u>Contributions</u>: The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- Access to Account Assets: Until such time a teacher has retired and satisfied
 the eligibility requirements by virtue of age and years of service in the Elkhart
 Community Schools, the teacher shall have no access to the assets held in his
 or her separate VEBA account.
- <u>Termination Prior to Vesting</u>: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- Reallocation of Forfeitures: The ETA President shall receive a list of those teachers whose accounts have been terminated pursuant to this Appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA President will receive this list on or before September 15. Eighty percent (80%) of the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA II accounts. Reallocation of forfeitures will be applied on an actuarially sound basis that is consistent with the model previously developed for the distribution of forfeited amounts (i.e. where allocation results are based upon age and number of years until projected retirement date for each teacher) and deposited in teacher accounts on or before October 15th. Twenty percent (20%) of the forfeited amounts shall revert to the Employer. VEBA II accounts of teachers who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.
- <u>Teachers Prevented from Participation in Reallocation of Forfeitures</u>: the VEBA II accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA account.
 - o Teachers who forfeited their VEBA II accounts in the same year,
 - Teachers who previously forfeited their VEBA II accounts; and
 - Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Teachers Hired Subsequent to March 31, 2016 shall be assigned to VEBA IV

The VEBA Plan for teachers hired subsequent to March 31, 2016 (VEBA IV) includes the following terms and conditions:

- <u>Vesting</u>: A teacher must have served in the Elkhart Community Schools fifteen (15) years, reached the age of fifty-five (55), and retired from employment with Elkhart Community Schools to be vested in the VEBA account.
- <u>Contributions</u>: The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- Access to Account Assets: Until such time a teacher has retired and satisfied
 the eligibility requirements by virtue of age and years of service in the Elkhart
 Community Schools, the teacher shall have no access to the assets held in his
 or her separate VEBA account.
- <u>Termination Prior to Vesting</u>: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- Retention of Forfeitures by Employer: Teachers assigned to VEBA IV shall not be entitled to any reallocation of forfeitures. One hundred (100%) percent of forfeited funds shall be retained by the Employer.

K. <u>Dependent Textbook Fee Stipend</u>

ECS will reimburse teachers \$50.00 per students enrolled in the Elkhart Community Schools, for textbook fees paid by the teacher to ECS for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

ARTICLE SIX

SALARY

A. Salary Payment

- 1. Teachers employed for the full school year shall be paid in twenty-six (26) payments. The first paycheck shall be issued to each contracted teacher within three (3) weeks of the start of the school year. A teacher who notifies the Human Resources Department in writing by July 1 prior to the next school year may be paid his/her salary over twenty-two (22) payments. Teachers who have previously requested twenty-two (22) payments may provide notification to the Human Resources Department of the desire to return to twenty-six (26) payments using the same procedure. The method of payment cannot be changed by either party during any school year. The contracted salary of a teacher will be issued in equal pays every other Friday, with certain exceptions. At no time will a teacher receive more than twenty-six (26) pays in any calendar year.
- 2. Newly employed, full-time teachers will be eligible to receive an advance of forty (40%) percent of their first regular pay one week prior to the scheduled pay date for teachers, subject to the following guidelines:
 - a. They must have signed a contract.
 - b. All tax forms and other required documentation must be completed and on file.
 - c. A written request must have been filed on or before the teacher's first contracted work day.
 - d. The advance will be deducted in equal installments in the first two (2) contract payments for that teacher.

B. <u>Association Deductions</u>

- 1. The authorization for deduction of Association dues and/or legal assessments shall be on a continuing basis unless revoked in writing by the employee through the Association President and employer prior to September 1. This continuing authorization shall permit changes in the amount of dues adopted by the respective governing bodies of the Association.
- 2. The employer shall deduct the authorized sum in twenty (20) or sixteen (16) equal semi-monthly payments and remit to the Association within five (5) work days of the paycheck date, starting with the first check in November, from the regular salary checks of each teacher signing and delivering such assignment. Upon termination of a contract, the employer shall deduct all unpaid Association dues and/or legal assessments from the remaining paychecks.
- 3. A teacher who is hired after October 15 and who selects to have dues and/or legal assessments deducted shall have said monies deducted in equal installments during the remaining pay periods.
- 4. A teacher who chooses to revoke deduction authorization for Association dues shall provide written notice to the employer on the duplicate form provided to the employee by the Association. The employer will within five (5) work days of receipt of said notice inform the Association in writing of receipt of such notice.

C. Granting of Experience Credit for New Teachers

1. The hiring range for a Technology Integrator will be \$37,650 - \$52,950.

- 2. Any newly employed teacher will be placed on the Career Pathway Schedule according to recognized years of experience, but no years beyond five (5) will be recognized.
 - a. When the newly employed teacher also fills an added pay position, at the discretion of the employer, additional levels on the Career Pathway Schedule may be recognized.
 - b. At the discretion of the employer, a newly employed teacher in an area of limited supply may be granted levels on the Career Pathway Schedule.
 - c. Whenever the employer exercises such discretion for a newly employed teacher, written notification shall be given to the Association President prior to the execution of the newly employed teacher's contract.

3. Experience Credit for Verified Teaching Experience

Experience credit on the Career Pathways Schedule, Appendix A, will be granted by the employer for prior verified teaching experience only after the employer determines such teaching experience is equivalent to teaching experience in the Elkhart Community Schools. The employer will consider the following factors:

- a. Certification prior to the verified teaching experience.
- b. Experience will be in an equivalent commissioned and/or accredited educational institution.
 - i. Elementary or secondary school;
 - ii. Employment as a long-term substitute teacher for Elkhart Community Schools;
 - iii. College or university; and
 - iv. Head Start or accredited pre-school (NECPA or NAEYC).
- c. Class load of prior teaching experience substantially the same as position applied for.
- d. Number of hours taught per week substantially the same as position applied for.
- e. Length of work year substantially the same as position applied for.
- f. The prior experience is helpful to the teaching assignment applied for.

Experience credit for verified teaching experience may be granted by the employer for a teacher who is employed after December 31, 2021. Any adjustment made shall become effective and awarded as a part of a current contract, and shall not be retroactive. Reasons for denial of such credit shall be furnished upon request, and shall not be arbitrary or capricious.

4. Experience Credit for Career Center Teachers

The following shall apply only to those teachers assigned to the Elkhart Area Career Center who hold an Occupational Specialist license.

a. All professional instructional staff members must qualify for an appropriate teaching license. A copy of said license must be on

file with the Director of Human Resources. Teachers with an Occupational Specialist license shall be placed on the Career Pathway Schedule.

- b. The Director of Human Resources shall have the final decision on all matters concerning recognition of teaching and/or work experience submitted for initial placement.
- c. Work experience submitted for initial placement on the Career Pathway Schedule shall be certified in writing by the private or public sector employer prior to initial employment of the teacher by the Board.
- d. Work experience shall be defined as employment in a skilled trade, business, or industry, applicable to the position for which the teacher is to be employed.
- e. A teacher may be granted experience levels on the Career Pathway Schedule in the amount of one year of experience granted for each full year of completed teaching experience, and/or one year of experience each year of approved work experience. No more than five (5) years of experience will be recognized except pursuant to the exceptions established in Article Six C-2.

5. Granting of Experience Credit for Military Service

A teacher will be placed on a level on the Career Pathway Schedule in the amount of one (1) year of experience credit granted for completion of each full year of verified honorable military service, or verified alternate service, provided any such service fulfilled an existing legal military obligation. Notwithstanding the above, no more than four (4) years of experience credit shall be granted for such service.

6. Upon issuance of an initial regular teacher's contract, a conference between the employer and prospective teacher shall be held at which time the prospective teacher shall have an opportunity to identify, at that time, all rights under this Article. Any claim shall be subject to verification. The teacher shall have the burden of proof in establishing such claim or claims under this Article.

D. <u>Schedule Placement When Prior Work Experience is a Requirement</u>

- 1. When a current ECS teacher is assigned to or transfers to a position where prior work experience is a requirement to fill the position, the teacher shall be granted experience levels on the Career Pathway Schedule in the amount of one (1) year experience for every two (2) years of approved work experience. No more than ten (10) years of work experience will be recognized.
- 2. Work experience shall be defined as employment in a skilled trade, business, or industry, applicable to the position for which the teacher is to be employed. Work experience must be certified in writing by the private or public sector employer in order to be recognized. Any salary adjustment made shall become effective and awarded as a part of a current contract, and shall not be retroactive.

E. <u>Granting of Academic Credit to New Teachers</u>

1. A teacher who earns academic credit subsequent to the completion of a Bachelor's Degree program but prior to being hired by Elkhart Community Schools may receive credit for such course work. Such academic courses must be within the area of the teacher's current

assignment, or be related to and helpful in the teacher's current assignment, and should increase the instructional skills of the teacher. A teacher may not receive credit for workshops or other activities completed prior to being hired by Elkhart Community Schools. Credits for academic courses completed prior to being hired by Elkhart Community Schools will be subject to the approval of the Director of Human Resources.

2. For Career Center teachers: college, university, and trade or technical school credit, in addition to what's required for teacher licensing, may be applied to the Career Pathway Schedule.

F. <u>Compensation Plan</u>

Salary Range

The salary range, not including current year increases or TRF contributions, of a teacher employed with Elkhart Community Schools ranges from \$37,650 to \$73,850.

Eligibility

In order to receive an increase in compensation, teachers, with the exception of first and second year teachers, pursuant to I.C. 20-28-9-1.5(d), must not have received an evaluation rating for the prior school year of ineffective or needs improvement.

Advancement

Eligible teachers shall advance from level to level on the Career Pathway Schedule by satisfying the following factors:

- 1. Evaluation (67%) teachers must not have received an evaluation rating of ineffective or improvement necessary for the prior school year.
- 2. Experience (33%) teachers who have taught more than one hundred twenty (120) days in the previous school year.
- 3. Increase base salary to \$41,000
- 4. All current levels in the Career Pathway Schedules A & B shall increase \$3,350.
- 4. Teachers with one or more continuous years of ECS experience since July 1, 2020 will advance five (5) levels on either Schedule A or B (\$500).
- 5. Dual Credit Stipend of \$1,250 per semester for teachers providing instruction in dual credit courses.

Redistribution of Compensation Plan Allocation

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend paid on the last pay date in June.

Per Diem Rate

The Per Diem or Daily Rate for a bargaining unit member shall be determined by dividing the base salary for a bargaining unit member by 184.

Compensation for Part-Time Teachers

Compensation for part-time teachers will be determined by dividing the average number of student contact minutes the bargaining unit member is working, plus fifteen (15) minutes before and after student contact time, each day divided by 340. The report time for the teacher shall be adjusted accordingly and the additional thirty (30) minutes shall be used by the teacher on a part-time contract for collaboration, consultation, and preparation.

Compensation for Teachers with Extended Contracts

Compensation for teachers with extended contracts shall be determined by adding the teacher's base salary to the teacher per diem rate for each 7.5 hour day worked beyond 184 days.

G. Emergency Closing of Schools

If a teacher finds that he or she cannot report for assignment because of hazardous road conditions, substitute wages only will be deducted from such teacher's salary unless personal leave is taken.

H. <u>Temporary Differential</u>

At the discretion of the Superintendent or designee with prior notification to the Association President or Designee, temporary differentials will be paid in addition to the regular Career Pathway Schedule for the following reasons:

- 1. Responsibility a teacher approved for a temporary differential for an assigned temporary responsibility will be paid a differential, at the teacher's professional hourly rate, while he or she carries that responsibility.
- 2. <u>Extra Work</u> a teacher approved for a temporary differential for assigned work, with the exception of curriculum development, beyond his or her normal load will be paid a differential, at the teacher's professional hourly rate, while he or she performs that extra work.

3. Orientation --

- a. <u>New Teachers:</u> Orientation of new teachers will be paid at the professional development rate.
- b. New Assignment: A teacher who has been given a different assignment during the school year may be given release time for a period of orientation at the discretion of the Superintendent. A teacher entering the system during the school year or one who has been given a different assignment during the school year may be paid for a period of orientation when it has been authorized by the Superintendent.
- 4. The duties described above are listed for informational purposes only; the rate of pay is the only thing that has to be the subject of negotiations.

I. Additional Instructional Responsibility

1. <u>Elementary and Secondary</u>

When no substitute is available to replace an absent teacher, then a teacher in the building may be assigned, by the building administrator, the responsibility and shall be compensated at a rate of .001 of the Bachelor's base salary per hour for each hour in half-hour increments when he or she is fulfilling such assigned responsibility, other than his or her normal assignment. Except for a teacher who is assigned the sole

responsibility of instructing all students of an absent teacher, when the assignment is for three (3) or more hours, the pay shall be at the rate of .003 of the Bachelor's base salary per day, or the minimum daily substitute deduction, whichever is greater. The exception shall be elementary personnel who do not have a regular student assignment. ECS and ETA agree the italicized language will not be in effect beginning the Monday following ratification by the Board of School Trustees through and including the last student attendance day for the current school year, thereby allowing all bargaining unit members to be eligible for pay under the provisions set forth in this section.

2. <u>Secondary</u>

In the event a full-time secondary teacher is assigned for an extended period of time, usually a semester or a year, as a required duty, additional classroom instruction beyond that teacher's normal instructional load (e.g. 8 block schedule), such teacher shall be compensated (at minimum) at a rate equal to said teacher's daily rate divided by five (5) for each additional period of required instruction beyond the normal teaching load. Beginning June 15, 2021, in the event of an irregular instructional load (e.g. 4 block schedule), the compensation rate set forth above will be adjusted proportionally to reflect the increase in instructional responsibilities. Compensation shall include all of the workdays falling within the period for which there is an additional assignment.

3. Portions of this section unrelated to wages are practices of the school; as such, this language was not bargained and is included for information purposes only.

J. Mentor Stipend

The Employer will pay a total of six hundred (\$600) dollars as a stipend to mentor a teacher new to the district. The stipend may be divided among a maximum of four (4) mentor teachers. This stipend is not included in the compensation plan and as such is not subject to the provisions of Indiana Code 20-28-9-1.5.

K. Extended Contractual Compensation

A teacher shall not be required to work without pay prior to or after the dates specified on the individual teacher's Regular Teacher's Contract for which teaching or additional services are to be rendered. When a teacher is requested to work prior to or after the dates specified on the individual teacher's Regular Teacher's Contract for which teaching, or additional services are to be rendered, the teacher shall be paid, for each full day worked, his or her per diem rate; or for each hour worked, his or her hourly rate, as computed on the existing Career Pathway Schedule, Appendix A.

L. <u>Professional Development Rate</u>

Teachers will be paid twenty-six (\$26) dollars per hour for participation in voluntary professional development activities occurring outside of the teachers' contracted workday. Such activities shall be calculated for purposes of compensation in half-hour increments.

Portions of the section unrelated to wages are practices of the school; as such, this language was not bargained and is included for information purposes only.

M. Added Pay Schedule

1. All continuing additional pay assignments shall be compensated in accordance with Appendix B. Part B.1 will be for the Added Pay/Extra

Duty positions and Part B.2 will be for the Added Pay/Included Duty positions. The Added Pay Schedule does not impose an obligation on the employer to fill any vacant positions.

- 2. For included duty positions, the added pay position is not severable from the regular teacher's contract unless mutually agreeable. The continued employment of such teacher is based on the satisfactory evaluations of duties related to both parts of the individual contract. This shall be applicable to included duty positions as follows:
 - a. Positions in Appendix B.2 have responsibilities which are an integral part or an extension of a related instructional assignment and are not severable from the assignment.
 - b. Positions in Appendix B.2, the teacher accepts as a condition of initial employment. This includes the high school football and boys basketball coaches who shall be informed, as verified in writing, the coaching position is a part of their regular teacher's contract. (This shall only be applicable to teachers initially hired after the 1980-81 school year.)
- 3. A teacher with an Added-Pay/Extra-Duty position may choose to split the pay and responsibilities of the position with one other teacher on a fifty/fifty (50/50) basis. Such a split requires the approval of the building administrator and the District Counsel/Chief of Staff. The ETA President shall receive a copy of all positions approved for such a split within ten (10) work days of the position being filled.
- 4. With the exception of included duty positions and positions with responsibilities throughout the school year (e.g. class sponsor, department chair, MTSS, etc.), compensation for added pay positions will be paid to teachers holding said positions in four (4) equal payments during the season. A proposed payment schedule for the following school year for added pay positions, other than non-seasonal positions, shall be published by the Business Office on or before May 25 and provided to the Association President at least 10 days before publication.
- 5. In the event an employee with an added pay assignment experiences an extended absence during the time when the employee is expected to perform the primary duties related to the added pay assignment, the employee's compensation shall be prorated for the time they performed the assignment.
- 6. <u>2022 Higher Learning Commission Standards Eligibility</u>

a. <u>Content Area Teachers</u>

Teachers who have completed Master's level course work in a content area satisfying the 2022 Higher Learning Commission Standards related to courses resulting in college credit for students shall be entitled to additional compensation set forth under Appendix B and identified as "Dual Credit Qualified".

Teachers will become eligible for this stipend when, during the course of their post graduate work, they have successfully completed eighteen (18) graduate credit hours in a core subject area (e.g. mathematics, economics, African History, Creative Writing, Chemistry, French, etc.) in addition to a Master's degree in a different subject, or obtained a Master's Degree in a core subject area. In both instances, the graduate degree or 18 hours of graduate coursework must be in a subject for which dual credit courses exist.

Occasionally, teachers may have these credentials in more than one core subject area. In a circumstance such as this, the teacher would be eligible for the "Dual Credit Qualified" stipend for each of those areas.

Teachers who believe they meet the criteria allowing receipt of this added pay should submit evidence in the form of transcripts from the degree granting institution to the Human Resources Department. The transcripts will then be reviewed by district administrators in order to determine whether the submitted evidence meets the requirements of the Master Contract.

b. <u>EACC Teachers</u>

CTE Teachers assigned to the Elkhart Area Career Center who meet the criteria set forth below will be entitled to additional compensation set forth under Appendix B and identified as "Dual Credit Qualified":

- Successfully completed a predetermined number of years in the field with evidence of ongoing industry approved professional development.
- Earned and maintained industry recognized credentials related to the field of training.
- Completed bachelor's and beyond post-secondary education, paired with industry documented employment in the field of study.

ARTICLE SEVEN

SEVERABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement.

ARTICLE EIGHT

EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

The parties acknowledge during the bargaining which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the exclusive representative, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they bargained or signed this Agreement.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the employer and the exclusive representative and constitutes the entire agreement between the parties.

- A. This agreement shall become effective as of August 9, 2021 and remain in effect until June 30, 2022.
- B. This negotiations agreement is so attested to by the parties whose signatures appear below.

ATTESTATION

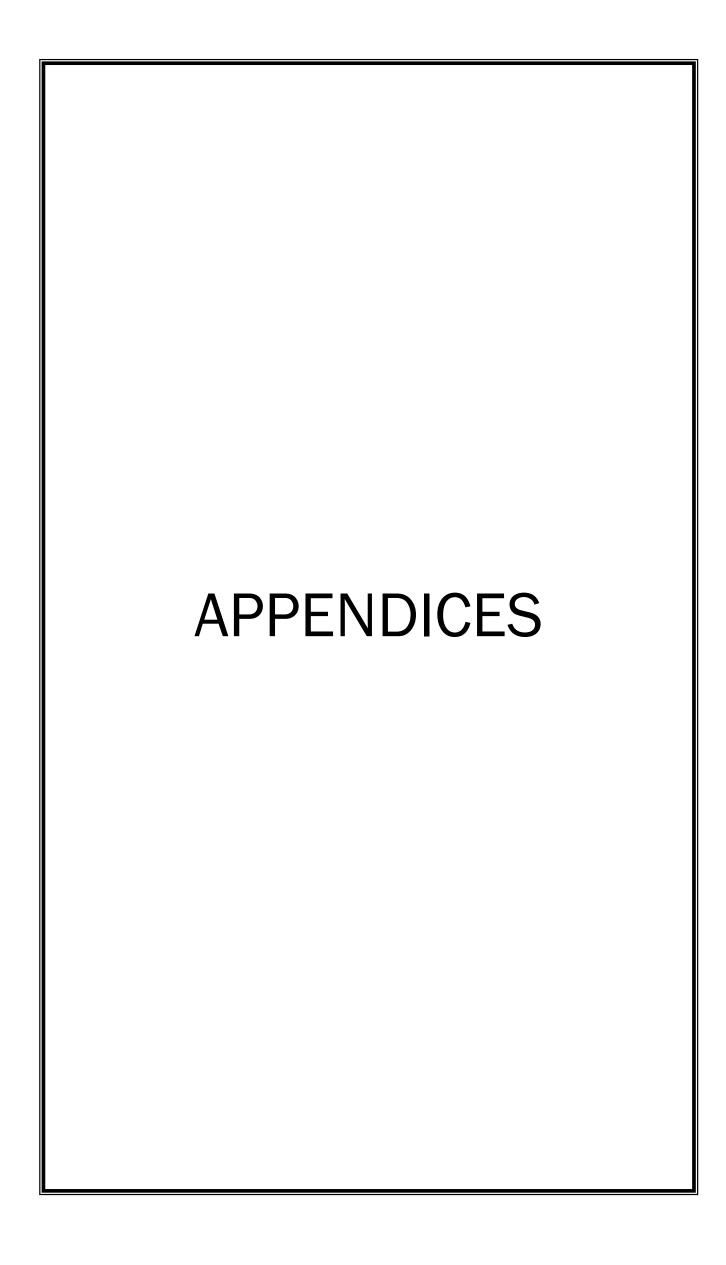
The Employer and the Association held a public hearing on September 21, 2021, for the purpose of taking public testimony regarding the subjects of collective bargaining set forth in IC 20-29-6-4. The opportunity to participate by means of electronic communication was not offered.

On November 5, 2021, the Employer held a public meeting to discuss the tentative agreement entered into by representatives of the Employer and the Association pursuant to IC 20-29-6-19. The opportunity to participate by means of electronic communication was not offered.

On November 9, 2021, a public meeting was held during which this Professional Negotiated Agreement was ratified by the Employer. The opportunity to participate by electronic communication was offered.

ARTICLE EIGHT EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

ELKHART TEACHERS ASSOCIATION, INC.	ADMINISTRATIVE NEGOTIATING TEAM
By Joshua Kinder	By Brandon Eakins
By Stacy Kirk	ByAnthony England
By Kerry Mullet	By Melinda Higginson
By Jessica Ramirez	By Magdalena Lozano
By Heather Sheldon	By Kevin Scott
By Holly Stanfill	By Denise Seger
ByAlex Holtz, Spokesperson	By Sarah Smith
	By Steve Thalheimer
	By Kristine Weimer
	By W. Douglas Thorne, Spokesperson



Career Pathway Schedule A 2021 - 2022 School Year

	202	2022 - 11 Sched		rear	
		Juliec	aule A		
		Bachelor'	s Degree		
Level	Salary	Level	Salary	Level	Salary
1	41,000	51	46,000	101	51,000
2	41,100	52	46,100	102	51,100
3	41,200	53	46,200	103	51,200
4	41,300	54	46,300	104	51,300
5	41,400	55	46,400	105	51,400
6	41,500	56	46,500	106	51,500
7	41,600	57	46,600	107	51,600
8	41,700	58	46,700	108	51,700
9	41,800 41,900	59 60	46,800	109 110	51,800
11	42,000	61	46,900 47,000	111	51,900
12		62		112	52,000
13	42,100	63	47,100		52,100
	42,200		47,200	113	52,200
14	42,300	64	47,300	114	52,300
15	42,400	65	47,400	115	52,400
16	42,500	66	47,500	116	52,500
17	42,600	67	47,600	117	52,600
18	42,700	68	47,700	118	52,700
19	42,800	69	47,800	119	52,800
20	42,900	70	47,900	120	52,900
21	43,000	71	48,000	121	53,000
22	43,100	72	48,100	122	53,100
23	43,200	73	48,200	123	53,200
24	43,300	74	48,300	124	53,300
25	43,400	75	48,400	125	53,400
26	43,500	76	48,500	126	53,500
27	43,600	77	48,600	127	53,600
28	43,700	78	48,700	128	53,700
29	43,800	79	48,800	129	53,800
30	43,900	80	48,900	130	53,900
31	44,000	81	49,000	131	54,000
32	44,100	82	49,100	132	54,100
33	44,200	83	49,200	133	54,200
34	44,300	84	49,300	134	54,300
35	44,400	85	49,400	135	54,400
36	44,500	86	49,500	136	54,500
37	44,600	87	49,600	137	54,600
38	44,700	88	49,700	138	54,700
39	44,800	89	49,800	100	- 1,7 00
40	44,900	90	49,900		
41	45,000	91	50,000		
42	45,100	92	50,100		
43	45,200	93	50,200		
43	45,300	93	50,300		
45	45,400	95	50,400		
46	45,500	96	50,500		
47	45,600	97	50,600		
48	45,700	98	50,700		
49	45,800	99	50,800		
50	45,900	100	50,900		

Career Pathway Schedule B 2021 - 2022 School Year

		202	21 - 2022 Sched		ear		-
			Scried	IUIC D			
Maste	er's Degree/	/Dual Credit	/National B	oard Certifi	ed/Grandfa	thered Tea	chers
Level	Salary	Level	Salary	Level	Salary	Level	Salary
1	41,000	51	46,000	101	51,000	151	56,000
2	41,100	52	46,100	102	51,100	152	56,100
3	41,200	53	46,200	103	51,200	153	56,200
4	41,300	54	46,300	104	51,300	154	56,300
5	41,400	55	46,400	105	51,400	155	56,400
6	41,500	56	46,500	106	51,500	156	56,500
7	41,600	57	46,600	107	51,600	157	56,600
8	41,700	58	46,700	108	51,700	158	56,700
9	41,800	59	46,800	109	51,800	159	56,800
10	41,900	60	46,900	110	51,900	160	56,900
11	42,000	61	47,000	111	52,000	161	57,000
12	42,100	62	47,100	112	52,100	162	57,100
13	42,200	63	47,200	113	52,200	163	57,200
14	42,300	64	47,300	114	52,300	164	57,300
15	42,400	65	47,400	115	52,400	165	57,400
16	42,500	66	47,500	116	52,500	166	57,500
17	42,600	67	47,600	117	52,600	167	57,600
18	42,700	68	47,700	118	52,700	168	57,700
19	42,800	69	47,800	119	52,800	169	57,800
20	42,900	70	47,900	120	52,900	170	57,900
21	43,000	71	48,000	121	53,000	171	58,000
22	43,100	72	48,100	122	53,100	172	58,100
23	43,200	73	48,200	123	53,200	173	58,200
24	43,300	74	48,300	124	53,300	174	58,300
25	43,400	75	48,400	125	53,400	175	58,400
26	43,500	76	48,500	126	53,500	176	58,500
27	43,600	77	48,600	127	53,600	177	58,600
28	43,700	78	48,700	128	53,700	178	58,700
29	43,800	79	48,800	129	53,800	179	58,800
30	43,900	80	48,900	130	53,900	180	58,900
31	44,000	81	49,000	131	54,000	181	59,000
32	44,100	82	49,100	132	54,100	182	59,100
33	44,200	83	49,200	133	54,200	183	59,200
34	44,300	84	49,300	134	54,300	184	59,300
35	44,400	85	49,400	135	54,400	185	59,400
36	44,500	86	49,500	136	54,500	186	59,500
37	44,600	87	49,600	137	54,600	187	59,600
38	44,700	88	49,700	138	54,700	188	59,700
39	44,800	89	49,800	139	54,800	189	59,800
40	44,900	90	49,900	140	54,900	190	59,900
41	45,000	91	50,000	141	55,000	191	60,000
42	45,100	92	50,100	142	55,100	192	60,100
43	45,200	93	50,200	143	55,200	193	60,200
44	45,300	94	50,300	144	55,300	193	60,300
45	45,400	95	50,400	145	55,400	194	60,400
46	45,500	96	50,500	145	55,500	195	60,500
47	45,600	97	50,600	147	55,600	196	60,600
48	45,700	98	50,700	147	55,700	197	60,700
49	45,700	99	50,700	148	55,700	198	
50	45,800	100					60,800
50	45,900	100	50,900	150	55,900	200	60,900

Career Pathway Schedule B 2021 - 2022 School Year

			30.00 DAY	dule B			
Maste	er's Degree.	/Dual Credit			ied/Grandfa	athered Tea	chers
Level	Salary	Level	Salary	Level	Salary	Level	Salary
201	61,000	251	66,000	301	71,000	351	76,000
202	61,100	252	66,100	302	71,100	352	76,100
203	61,200	253	66,200	303	71,200	353	76,200
204	61,300	254	66,300	304	71,300	354	76,300
205	61,400	255	66,400	305	71,400	355	76,400
206	61,500	256	66,500	306	71,500	356	76,500
207	61,600	257	66,600	307	71,600	357	76,600
208	61,700	258	66,700	308	71,700	358	76,700
209	61,800	259	66,800	309	71,800	359	76,800
210	61,900	260	66,900	310	71,900	360	76,900
211	62,000	261	67,000	311	72,000	361	77,000
212	62,100	262	67,100	312	72,100	362	77,100
213	62,200	263	67,200	313	72,200	363	77,200
214	62,300	264	67,300	314	72,300	364	77,300
215	62,400	265	67,400	315	72,400	365	77,400
216	62,500	266	67,500	316	72,500	366	77,500
217	62,600	267	67,600	317	72,600	367	77,600
218	62,700	268	67,700	318	72,700	368	77,700
219	62,800	269	67,800	319	72,800	369	77,800
220	62,900	270	67,900	320	72,900	370	77,900
221	63,000	271	68,000	321	73,000	371	78,000
222	63,100	272	68,100	322	73,100	372	78,100
223	63,200	273	68,200	323	73,200	373	78,200
224	63,300	274	68,300	324	73,300	374	78,300
225	63,400	275	68,400	325	73,400	375	78,400
226	63,500	276	68,500	326	73,500	376	78,500
227	63,600	277	68,600	327	73,600	377	78,600
228	63,700	278	68,700	328	73,700	378	78,700
229	63,800	279	68,800	329	73,800	379	78,800
230	63,900	280	68,900	330	73,900	380	78,900
231	64,000	281	69,000	331	74,000	381	79,000
232	64,100	282	69,100	332	74,100	382	79,100
233	64,200	283	69,200	333	74,200	383	79,200
234	64,300	284	69,300	334	74,300	384	79,300
235	64,400	285	69,400	335	74,400	385	79,400
236	64,500	286	69,500	336	74,500	386	79,500
237	64,600	287	69,600	337	74,600	387	79,600
238	64,700	288	69,700	338	74,700	388	79,700
239	64,800	289	69,800	339	74,800	389	79,800
240	64,900	290	69,900	340	74,900	390	79,900
241	65,000	291	70,000	341	75,000	391	80,000
242	65,100	292	70,100	342	75,100	392	80,100
243	65,200	293	70,200	343	75,200	393	80,200
244	65,300	294	70,300	344	75,300	394	80,300
245	65,400	295	70,400	345	75,400	395	80,400
246	65,500	296	70,500	346	75,500	396	80,500
247	65,600	297	70,600	347	75,600	397	80,600
248	65,700	298	70,700	348	75,700	398	80,700
249	65,800	299	70,800	349	75,800	399	80,800
250	65,900	300	70,900	350	75,900	400	80,900

PROPOSED ADDED PAY SCHEDULE 2021 - 2022 SCHOOL YEAR

B-1. ADDED PAY/EXTRA DUTY			
	INDEX 2021-2022	AMOUNT 2021-2022	Year (Y) Fall (F) Winter (W) Spring (S)
			Claim (C)
BASE	32,059		
SYSTEM-WIDE ASSIGNMENTS			
Academic Dean Stipend	0.12000	3,850	Υ
National Board Certification (\$500 each)		500	Υ
Cooper Science Lab Coordinator	0.04000	1,285	Υ
Athletic Training Coordinator	0.04000	1,285	Y
Science Fair Coordinator	0.04500	1,445	W
Assistant Science Fair Coordinator	0.02250	725	W
Science Mentor Coordinator	0.03000	965	W
MTSS Coordinator	0.08000	2,565	Υ
MTSS Team Member	0.04000	1,285	Υ
Alternative Programs Lead Teacher	0.14000	4,490	Y
Blind/Low Vision/Braille	0.12000	3,850	Y
Building Level High Ability Coordinator	0.04000	1,285	Y
District Wellness Coordinator	0.03000	965	Y
Building Wellness Coordinator	0.01500	485	Y
New Teacher Mentor		600	С
**Contest Advancement		200	С
LEAD TEACHER:			
PACE	0.03500	1,125	Υ
School Psychologist	0.12000	3,850	Υ
Speech Pathologist	0.12000	3,850	Y
Content Area Specialist:			
Mathematics	0.45000	4.040	
- Grades 9 - 12	0.15000	4,810	Y
- Grades 7 - 8	0.14000	4,490	Y
- Grades 3 - 6	0.15000	4,810	Y
- Grades K - 2	0.15000	4,810	Y
Language Arts - Grades 9 - 12	0.15000	4.940	V
- Grades 9 - 12 - Grades 7 - 8	0.15000 0.14000	4,810 4,490	Y
- Grades 7 - 6	0.14000	4,490	Y
- Grades S - 0 - Grades K - 2	0.15000	4,810	Y
Social Studies	0.15000	4,610	ī
- Grades 9 - 12	0.15000	4,810	Y
- Grades 9 - 12 - Grades 7 - 8	0.13000	4,490	Y
- Grades <i>r</i> - 6	0.14000	4,490	Y
Science	0.13000	4,810	'
- Grades 9 - 12	0.15000	4,810	Y
- Grades 7 - 8	0.14000	4,490	Y
- Grades K - 6	0.15000	4,810	Y
Special Education	3.13300	1,510	•
- Grades 9 - 12	0.15000	4,810	Υ
- Grades 7 - 8	0.14000	4,490	Y
- Grades K - 6	0.15000	4,810	Y
Intense Interventions (SPED)	5.2555	.,010	•
-K - 6	0.14000	4,490	Y
-7 - 12	0.14000	4,490	Y
English Language Learners (ELL)		-,	-
- Grades 7 - 12	0.15000	4,810	Υ

ADDED PAY/INCLUDED DUTY			
Physical Education/Health			
- Grades K - 12	0.14000	4,490	Υ
Art			
- Grades K - 12	0.14000	4,490	Y
Library/Media			
- Grades 7 - 12	0.14000	4,490	Y
World Languages			
- Grades 9 - 12	0.14000	4,490	Υ
Business			
- Grades 9 - 12	0.14000	4,490	Υ
Counseling		·	
- Grades 7 - 12	0.14000	4,490	Υ
Family and Consumer Science (FACS)	0.1.000	1, 100	•
- Grades 9 - 12	0.14000	4,490	Y
Engineering and Technology	0.14000	4,490	<u>'</u>
- Grades 9 - 12	0.14000	4,490	Y
	0.14000	4,490	T
Agricultural Science	0.4.4000	4 400	
- Grades K - 12	0.14000	4,490	Y
Hourly Employment		= -	
Building Rental Manager		14.50	С
Curriculum Development	0.00090	28.85	С
Data Coordinator		35.00	С
Technology Coordinator		35.00	С
Intramurals		7.25	С
Health Programs & Other Programs from 8-D-2	0.00100	32.06	С
Evening High School Coordinator	0.00100	32.06	С
Homebound or Adult Continuing Education (BS-0 rate on Certified Hiring Schedule)	0.00113	36.23	С
HIGH SCHOOL ASSIGNMENTS			
Schools of Study Lead Teachers			
School of Arts and Communication	0.12000	3,850	Y
School of Business and International Relations	0.12000	3,850	Υ
School of Engineering, Technology, and Innovation	0.12000	3,850	Υ
School of Health and Public Safety	0.12000	3,850	Υ
School of Human Services	0.12000	3,850	Y
School of Natural Resources	0.12000	3,850	<u>.</u> Ү
Freshman Division Lead Teachers	0.12000	0,000	•
Freshman Academy Lead Teachers	0.03500	1,125	Y
Elkhart Academy Lead Teacher	0.03300	1,125	·
•	0.12000	2.050	Y
Elkhart Academy Lead Teachers	0.12000	3,850	Y
Athletics	0.40000	2.052	
Cross Country Coach	0.12000	3,850	F
Cross Country Assistant Coach	0.06000	1,925	F
Crew Coach	0.15000	4,810	S
Assistant Crew Coach	0.07500	2,405	S
Archery Coach	0.10000	3,210	S
Assistant Archery Coach	0.05000	1,605	S
Lacrosse Coach	0.15000	4,810	S
Lacrosse Assistant Coach	0.07500	2,405	S
Coed Dive Coach	0.10000	3,210	W
E-Sports Coach	0.07500	2,405	Υ
Unified Track Coach	0.10000	3,210	S
Unified Track Assistant Coach	0.05000	1,605	S
Unified Football Coach	0.07500	2,405	F
Unified Football Assistant Coach	0.03750	1,205	F
Football Cheerleader Coach	0.15000	4,810	 F
Football JV Cheerleader Coach	0.07500	2,405	' F
Football Freshman Cheerleader Coach	0.07500	2,405	F F
Basketball Cheerleader Coach	0.07500	4,810	W
	0.1000		
Packathall IV Chaorleadar Casah	0.07500	0 400	14/
Basketball JV Cheerleader Coach Basketball Freshman Cheerleader Coach	0.07500 0.07500	2,405 2,405	W

ADDED PAY/INCLUDED DUTY			
Boys Athletics			
Assistant Basketball Coach	0.15000	4,810	W
Freshman Basketball Coach	0.10000	3,210	W
Assistant Football Coach	0.15000	4,810	F
Freshman Football Coach	0.10000	3,210	F
Baseball Coach	0.15000	4,810	S
Assistant Baseball Coach	0.07500	2,405	S
Freshman Baseball Coach	0.07500	2,405	S
Track Coach	0.15000	4,810	S
Assistant Track Coach	0.07500	2,405	S
Golf Coach	0.10000	3,210	S
Assistant Golf Coach	0.05000	1,605	s
Wrestling Coach	0.15000	4,810	W
Assistant Wrestling Coach	0.07500	2,405	W
Freshman Wrestling Coach	0.07500	2,405	W
-	0.15000	,	
Swimming Coach		4,810	W
Assistant Swimming Coach	0.07500	2,405	W
Tennis Coach	0.14000	4,490	F
Assistant Tennis Coach	0.07000	2,245	F
Freshman Tennis Coach	0.07000	2,245	F
Soccer Coach	0.18180	5,830	F
Assistant Soccer Coach	0.09090	2,915	F
Freshman Soccer Coach	0.09090	2,915	F
Girls Athletics:			
Basketball Coach	0.30000	9,620	Y
Assistant Basketball Coach	0.15000	4,810	W
Freshman Basketball Coach	0.10000	3,210	W
Swimming Coach	0.15000	4,810	W
Assistant Swimming Coach	0.07500	2,405	W
Volleyball Coach	0.15000	4,810	F
Assistant Volleyball Coach	0.07500	2,405	F
Freshman Volleyball Coach	0.07500	2,405	<u>.</u> F
Gymnastics Coach	0.15000	4,810	
Assistant Gymnastics Coach	0.07500	2,405	W
Track Coach	0.15000	4,810	S
Assistant Track Coach	0.13000	,	S
		2,405	
Golf Coach	0.10000	3,210	F
Assistant Golf Coach	0.05000	1,605	F
Softball Coach	0.15000	4,810	S
Assistant Softball Coach	0.07500	2,405	S
Freshman Softball Coach	0.07500	2,405	S
Soccer Coach	0.18180	5,830	F
Assistant Soccer Coach	0.09090	2,915	F
Freshman Soccer Coach	0.09090	2,915	F
Tennis Coach	0.14000	4,490	S
Assistant Tennis Coach	0.07000	2,245	S
Freshman Tennis Coach	0.07000	2,245	S
Athletic-Related Assignments:			
Ticket Manager	0.10000	3,210	Y
Sports Information Director	0.10000	3,210	Υ
Athletic Trainer	0.24000	7,695	Y
Supervisor and Instructor of Student Trainers	0.04000	1,285	Y
Supervision Manager	0.06800	2,185	Y
Cheer Block Sponsor	0.03000	965	Y
Booster Club Sponsor	0.03000	965	Y
Non-Athletic Assignments:	3.03000	303	•
Dual Credit Qualified (\$500 each content area)		500	V
(using 2022 Higher Learning Commission Stds.)		500	Y
AP Instructor (per semester)		500	C
EHS Activities Director	0.15000	4,810	Υ
Freshman Division Activities Director	0.03500	1,125	Υ
		-	
Theatre Director Assistant Theatre Director	0.15000 0.07500	4,810 2,405	Y Y

ADDED PAY/INCLUDED DUTY			
Forensics Coach	0.14000	4,490	Υ
Assistant Forensics Coach	0.06800	2,185	Υ
Speech Coach	0.11000	3,530	Υ
Assistant Speech Coach	0.05000	1,605	Υ
Mock Trial Coach	0.02000	645	S
ElkLogic Robotics Coach	0.15000	4,810	Υ
ElkLogic Robotics Assistant Coach	0.07500	2,405	Υ
Marching Band Color Guard Director	0.12000	3,850	F
Marching Band Assistant Color Guard Director	0.06000	1,925	F
Winter Color Guard Director	0.12000	3,850	W
Winter Color Guard Assistant Director	0.06000	1,925	W
Pep Band	0.04000	1,285	W
Marching Band Percussion Director	0.08500	2,730	F
Marching Band Percussion Assistant Director	0.04250	1,365	 F
Winter Percussion Director	0.10000	3,210	W
Winter Percussion Assistant Director	0.05000	1,605	W
Musical Pit Orchestra Director	0.04000	1,005	W
		·	
Musical Vocal Director	0.04000	1,285	W
Co-Curricular Jazz			
Jazz Choir	0.02500	805	Υ
Jazz Band	0.02500	805	Υ
Jazz String	0.02500	805	Υ
Extra Curricular Jazz			
Jazz Choir	0.05000	1,605	Υ
Jazz Band	0.05000	1,605	Υ
Jazz String	0.05000	1,605	Υ
Art Café	0.04100	1,315	Υ
Move to Stand	0.02000	645	Υ
Sigma Beta Upsilon	0.01350	435	Υ
Key Club	0.02000	645	Υ
Academic Competition Teams (Full Squad Competing Teams)	0.07700	2,470	Y
Elkhart Academy PRIDE Ambassador Sponsor	0.03000	965	Y
National Honor Society	0.03000	965	<u>.</u> Ү
National Honor Society Assistant	0.01500	485	Y
Student Government Sponsor	0.03000	965	Y
Student Government Assistant Sponsor	0.01500	485	Y
·	0.01300		Y
Senior Class Sponsor		900	Y
Senior Class Assistant Sponsor	0.01400	450	
Junior Class Sponsor	0.03500	1,125	Υ
Junior Class Assistant Sponsor	0.01750	565	Υ
Sophomore Class Sponsor	0.02000	645	Υ
Sophomore Class Assistant Sponsor	0.01000	325	Υ
Freshman Class Sponsor	0.02000	645	Υ
Freshman Class Assistant Sponsor	0.01000	325	Υ
MIDDLE SCHOOL ASSIGNMENTS:			
Building Department Chairpersons			
English, Mathematics	0.08800	2,825	Υ
Science, Social Studies <u>, ELL</u>	0.04700	1,510	Υ
Special Education	0.08800	2,825	Υ
Art, FACS, Industrial Arts, Media, Music, Physical Education/Health	0.03500	1,125	Υ
Athletics	†		
Eighth Grade Basketball Coach	0.10000	3,210	W
Eighth Grade Assistant Basketball Coach	0.03750	1,205	W
Seventh Grade Basketball Coach	0.10000	3,210	W
Seventh Grade Assistant Basketball Coach	0.03750	1,205	W
Eighth Grade Track Coach	0.05500	1,765	S
Eighth Grade Assistant Track Coach	0.03300	1,705	S
Seventh Grade Track Coach	0.05500	1,765	S
Seventh Grade Assistant Track Coach	0.03750	1,205	S
Eighth Grade Soccer Coach	0.07500	2,405	F
Eighth Grade Assistant Soccer Coach	0.03750	1,205	F
Seventh Grade Soccer Coach	0.07500	2,405	F
Seventh Grade Assistant Soccer Coach	0.03750	1,205	F

Eighth Grade Lacrosse Coach 0.07500 2,405 Eighth Grade Assistant Lacrosse Coach 0.03750 1,205 Seventh Grade Lacrosse Coach 0.07500 2,405 Seventh Grade Assistant Lacrosse Coach 0.03750 1,205 Eighth Grade Assistant Lacrosse Coach 0.07500 2,405 Eighth Grade Assistant Volleyball Coach 0.03750 1,205 Seventh Grade Volleyball Coach 0.07500 2,405 Seventh Grade Assistant Volleyball Coach 0.03750 1,205 Cross Country Coach 0.07500 2,405 Assistant Cross Country Coach 0.03750 1,205 Swimming Coach 0.03750 1,205 Football Eighth Grade Cheerleader Coach 0.07500 2,405 Football Eighth Grade Cheerleader Coach 0.07500 2,405 Basketball Eighth Grade Cheerleader Coach 0.07500 2,405 Basketball Seventh Grade Cheerleader Coach 0.07500 2,405 Boys Athletics Eighth Grade Feeder Football Coach 0.10000 3,210 Eighth Grade Feeder Assistant Football Coach 0.05000 1,605	S S S F F F F W W F F W W Y
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Football Eighth Grade Cheerleader Coach Football Seventh Grade Cheerleader Coach Basketball Eighth Grade Cheerleader Coach Basketball Seventh Grade Cheerleader Coach Boys Athletics Eighth Grade Feeder Football Coach Eighth Grade Feeder Assistant Football Coach Seventh Grade Feeder Football Coach Seventh Grade Feeder Football Coach Seventh Grade Feeder Assistant Football Coach Seventh Grade Feeder Seventh Grade Feeder Assistant Football Coach Seventh Grade Feeder Seventh Grade Feeder Assistant Football Coach Seventh Grade Feeder Seventh Grade Feeder Assistant Football Coach Seventh Grade Feeder Seventh Grade Feeder Seventh Grade Feeder Assistant Football Coach Seventh Grade Feeder Football Coach Seve	F W W F F W W
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Assistant Wrestling Coach 0.03500 1,125 Non-Athletic Assignments:	W
Non-Athletic Assignments: Middle School Jazz Band Middle School Jazz Choir 0.05000 1,605 0.05000 1,605	
Middle School Jazz Band 0.05000 1,605 Middle School Jazz Choir 0.05000 1,605	Y
Middle School Jazz Choir 0.05000 1,605	Υ
	Υ
Middle School Jazz Orchestra 0.05000 1,605	Υ
Theatre Director up to 0.05000 550 to 1,605	Υ
Yearbook Sponsor 0.03000 965	Υ
Debate Coach 0.01000 325	Υ
Move to Stand 0.02000 645	Υ
Academic Competition (Full Squad Competing Teams) 0.05000 1,605	Υ
Robotics Coach 0.05000 1,605	Υ
Junior Honor Society 0.01500 485	Υ
Student Council 0.01500 485	Υ
Science Fair Coordinator 0.01700 550	W
ELEMENTARY ASSIGNMENTS:	
Athletics	
System-wide Athletic Director 0.24000 7,695	Y
	Y
Boys Basketball Coach 0.04850 1,555	W
Boys Basketball Coach 0.04850 1,555 Boys Softball Coach 0.02100 675	
Boys Basketball Coach 0.04850 1,555 Boys Softball Coach 0.02100 675 Boys Track Coach 0.01500 485	W S F
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ADDED PAY/INCLUDED DUTY			
Robotics Coach	0.05000	1,605	F
Academic Competition (Full Squad Competing Teams)	0.05000	1,605	VARIES
Oratorical	0.02400	770	S
Student Council	0.00750	245	Υ
UNIFIED SPORTS			
Special Olympics Coordinator (hourly rate)		7.50	Y
Special Olympics Basketball Coach - Traditional	0.04100	1,315	W
Special Olympics Middle/Elementary School Coach - Unified	0.04100	1,315	S
ELKHART AREA CAREER CENTER			
Lead teacher at EACC Annex	0.10000	3,210	Υ
Vocational Club Coordination Sponsor	0.05000	1,605	Υ
Vocational Advisors	0.01500	485	Υ
Attendance at State Competition		500	С
Attendance at National Competition		1,000	С
Approved Equipment Repair, Maintenance or Procurement (hourly rate)	0.00100	32.06	С
Guidance Chairperson	0.07000	2,245	Y
Student Enterprise Program Sponsor	0.04100	1,315	Υ
National Honor Society Sponsor	0.03000	965	Y
B-2 ADDED PAY/INCLUDED DUTY			
SYSTEM-WIDE ASSIGNMENTS			
6th Grade Band	0.04800	1,540	Y
6th Grade Orchestra	0.04800	1,540	Y
Psychologist	0.06800	2,185	<u>.</u> Ү
HIGH SCHOOL ASSIGNMENTS	0.0000	2,200	· ·
Boys Football Coach	0.30000	9,620	Y
Boys Basketball Coach	0.30000	9,620	Y
Director of Bands	0.18000	5,775	Y
Lead Band Director Freshman Division	0.13010	4,175	Y
Assistant Band Director	0.09000	2,890	Y
Head Band Director Competitive Marching Band	0.15000	4,810	Ү
Assistant Band Director Competitive Marching Band	0.07500	2,405	Y
Director of Orchestras	0.12000	3,850	<u>'</u> Ү
Lead Orchestra Director Freshman Division	0.10000	3,210	Y
Assistant Orchestra Director	0.06000	1,925	Y
Director of Choirs	0.12000	3,850	Y
Lead Choir Director Freshman Division	0.10000	3,210	Y
Assistant Choir Director	0.06000	1,925	Y
Yearbook Sponsor	0.14000	4,490	Y
Publication Sponsor	0.14000	4,490	Y
Media Specialist	0.04700	1,510	Y
MIDDLE SCHOOL ASSIGNMENTS:	0.04700	1,510	·
Activities Director	0.17000	5,455	Y
Media Specialist	0.03000	965	Y
Middle School Band	0.10000	3,210	Y
Assistant Middle School Band	0.10000	1,605	Y
Middle School Orchestra	0.10000	3,210	Y
Assistant Middle School Orchestra	0.10000	3,210 1,605	Y
		,	
Middle School Choir	0.10000	3,210	Y
Assistant Middle School Choir	0.05000	1,605	Y
ELEMENTARY ASSIGNMENTS	0.04000	205	
Elementary Music	0.01000	325	Y

^{**} Contest Advancement – This provision is applicable for all extra-curricular and co-curricular programs with officially sanctioned contests. When a program advances beyond sectionals (or the first round equivalent), "coaches" are eligible for this stipend paid by claim, signed by the Building Principal, for each additional level of competition (e.g. regional, semi-state, state, etc.).

Number of work days: 184 574-262-5510

Base: 36280

ELKHART COMMUNITY SCHOOLS Certified Hiring Schedule

Elkhart, Indiana 46514 2720 California Road

This schedule is used by the Employer solely for the purpose of determining the starting salary for candidates for employment by Elkhart Community Schools. Placement on the hiring schedule by the Human Resources Department is governed by Article 6 §§ C, D & E. Increases in compensation after initial placement shall be solely governed by the Compensation Plan set forth in Article 6 § F, and this hiring schedule shall have no effect on a teacher's further advancement. 2021 - 2022 School Year

Page 1

	MS+12	/TRF	45670	46417	47164	47910	48286	50151	52020	53890	55759	57629	59493	61738	80989	65848	68088	71451	72198	73321	75937
	MS+12		44340	45065	45790	46515	46880	48690	50505	52320	54135	22820	21160	59940	61755	63930	66105	69370	70095	71185	73725
	MS+6	/TRF	45258	46005	46752	47498	47874	49739	51608	53478	55347	57217	59081	61326	63196	65436	92929	71039	71786	72909	75525
INC 400	MS+6	7	43940	44665	45390	46115	46480	48290	50105	51920	53735	22220	57360	59540	61355	63530	65705	02689	69695	70785	73325
	MS-0/BS N	+42/TRF	44846	45593	46340	47086	47462	49327	51196	53066	54935	56805	58669	60914	62784	65024	67264	70627	71374	72497	75113
Masters Schedule	MS-0/ MS	BS+42 +4	43540	44265	44990	45715	46080	47890	49705	51520	53335	55150	26960	59140	60955	63130	65305	02489	69295	70385	72925
asters	ndex MS	BS	1.20 4	1.22	1.24 4	1.26	1.27	1.32	1.37	1.42	1.47	1.52	1.57	1.63 5	1.68	1.74 6	1.80	1.89	1.91	1.94	2.01
M	F		43775 1				46015 1				_			51248 1			`				ш
	BS+30	/TRF		0 44146	5 44893	5 45644		0 46762	5 47509	0 48256	7 49007	5 49754	50501		51994	5 52741	5 54235	57598	0 58350	5 59467	5 60590
Bachelor's Schedule INC 300	BS+30		42500	42860	43585	44315	44675	45400	46125	46850	47580	48305	49030	49755	50480	51205	52655	55920	26650	22132	58825
	BS+24	/TRF	43466	43837	44584	45335	45706	46453	47200	47947	48698	49445	50192	50939	51685	52432	53926	57289	58041	59158	60281
	BS+24		42200	42560	43285	44015	44375	45100	45825	46550	47280	48005	48730	49455	50180	50805	52355	55620	56350	57435	58525
	BS+18	TRF	43157	43528	44275	45026	45397	46144	46891	47638	48389	49136	49883	50630	51376	52123	53617	26980	57732	58849	59972
		/	41900	42260	42985	43715	44075	44800	45525	46250	46980	47705	48430	49155	49880	50905	52055	55320	56050	57135	58225
	BS+12 BS+18	/TRF	42848	43219	43966	44717	45088	45835	46582	47329	48080	48827	49574	50321	51067	51814	53308	56671	57423	58540	59663
	BS+12 B	7	41600	41960	42685	43415	43775	44500	45225	45950	46680	47405	48130	48855	49580	50305	51755	55020	55750	56835	57925
	BS-6 B	/TRF	42539	42910	43657	44408	44779	45526	46273	47020	47771	48518	49265	50012	50758	51505	52999	56362	57114	58231	59354
	BS+6 B	7	41300	41660	42385	43115	43475	44200	44925	45650	46380	47105	47830	48555	49280	20002	51455	54720	55450	56535	57625
	BS-0 Bs	/TRF	42230	42601	43348	44099	44470	45217	45964	46711	47462	48209	48956	49703	50449	51196	52690	56053	56805	57922	59045
			41000	41360	42085	42815	43175	43900	44625	45350	46080	46805	47530	48255	48980	49705	51155	54420	55150	56235	57325
	Years Index BS-0		1.13	1.14	1.16	1.18	1.19	1.21	1.23	1.25	1.27	1.29	1.31	1.33	1.35	1.37	1.41	1.50	1.52	1.55	1.58
	ears In		0	1	2	3	4	2	9	7	8	6	10	11	12	13	14	15	16	17	18
В	>																				Ш

NOTE: Beginning January 1, 1994, the Board will contribute 3% of the teacher's salary, including Added Pay, to the Teachers Retirement Fund

APPENDIX C
ELKHART COMMUNITY SCHOOLS
Certified Hiring Schedule
2021 - 2022 School Year

Placement on the hiring schedule by the Human Resources Department is governed by Article 6 §§ C, D & E. Increases in compensation after initial placement This schedule is used by the Employer solely for the purpose of determining the starting salary for candidates for employment by Elkhart Community Schools. shall be solely governed by the Compensation Plan set forth in Article 6 § F, and this hiring schedule shall have no effect on a teacher's further advancement. Page 2

Base:

APPENDIX D

GRIEVANCE REPORT FORM

STEP 1 (INFORMAL LEVEL)

Build	ling	<u>Assignment</u>	Name of Grievant	Date Filed					
		STATEMENT	OF GRIEVANCE						
A.	. Teacher(s) involved								
B.	Date grievan	ce occurred.							
C.	Specific facts	s giving rise to grievance.							
D.	Article and S	ection of Agreement or B	oard Policy violated.						
E.	Specific relie	f requested							
F.	Date informa	ıl meeting held							
G.	Decision by principal and date grievant was informed of decision								
	Principal's Si	gnature	Grievant(s) signature.						
Distr	ibution of copie	:S:							

Superintendent

Superintendent Grievant(s)

Principal or authorized administrator Grievance Chairperson

APPENDIX D

GRIEVANCE REPORT FORM (Page 2)

STEP	2 (FORMAL LEVEL)							
H.	Date grievance for	mally submitted to principal or authorized administrator.						
l.		cipal or authorized administrator and date given to						
		Date						
∤J.		ed						
STEP	3 (SUBMISSION TO	SUPERINTENDENT OR DESIGNEE)						
K.	Date Step 3 grieva	nce filed with superintendent						
L.	Signature of grievant(s).							
M.	Date received by superintendent or authorized representative.							
N. Disposition by superintendent or authorized representative								
[*] 0.	Date superintende	nt's response distributed						
P.	Date received by grievant.							
STEP	4							
⁺Q.	Position of Associa	tion by						
	Resolution accepted							
	Proceed to board h	earing						
*Note:		es is to be made after Item K by the grievant, after Q by the er Items O and T/U by the Administration.						
Distri	bution of copies: Superintendent Grievant(s)	Principal or authorized administrator Grievance Chairperson						

APPENDIX E

RETIREMENT BENEFITS – (This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)

2001 - 2006 401(a) Plan, Severance, Retirement, Death, and Disability Benefits

A. Effective the 2001-2002 school year, Elkhart Community Schools will begin providing employer contributions into a 401(a) Plan for each teacher. One-half percent (0.5%) of each teacher's monthly base salary for 2002-2003 will be contributed monthly beginning in September of 2002 and ending June 30, 2006. Participants in the 401(a) Plan must have completed ten (10) years of continuous employment with Elkhart Community Schools in order to be vested in the 401(a) Plan.

The vendor for said 401(a) Plan shall be selected by mutual agreement of the Board and ETA.

B. 401(a) Severance, Retirement, and VEBA Plan

1. <u>Severance:</u>

The Employer shall establish a qualified 401(a) Severance Plan for each teacher employed under a teacher's contract with the Elkhart Community Schools on January 1, 2006, or on a Board approved Leave of Absence on that date. The total sum of the amount calculated by Educational Services Corporation as the present value of severance benefits calculated under the terms of the Master Contract in effect on January 1, 2006, shall be contributed to each teacher's individual Severance Plan on or before October 1, 2006. A teacher must have served in the Elkhart Community Schools for ten (10) years and reached the age of fifty (50) or fifteen (15) years in the Elkhart Community Schools and reached the age of forty-five (45) to be vested in the 401(a) Severance Plan. The teacher's age is determined as of December 31st in the calendar year the teacher's final contract expires.

The vendor for said 401(a) Severance Plan shall be selected by mutual agreement of the ETA and the Board.

The terms and conditions for administration of the 401(a) Severance Plan shall be as follows:

- a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for this 401(a) Severance Plan.
- b. Until such time, the teacher has properly severed employment by having given a proper written notice and actually severing employment, the teacher shall have no access to the assets held in his or her separate 401(a) Severance Plan account.
- c. Proper notification shall be construed as written notification of such teacher's resignation for the forthcoming year received by the Superintendent prior to August 1 or the signing of the last individual teacher's contract, whichever comes later. In the event the teacher does not give notice as required and resigns due to ill health, accident, or when mutually agreeable, the required notice shall be waived by the employer.
- d. If a teacher dies or severs employment before satisfaction of the vesting requirements set forth in this agreement, the terminated teacher's 401(a) Severance Plan account shall be forfeited. The ETA president shall receive a list of those teachers whose accounts have been terminated pursuant to this appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA president will receive this list at the end of

APPENDIX E

RETIREMENT BENEFITS – (This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)

the plan year. The forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Severance Plan accounts in a manner similar to that used in initially determining the present value calculations and deposited in teacher accounts by June 1. Therefore, the 401(a) Severance Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a 401(a) Severance Plan account.

- (1) Teachers who forfeited their 401(a) Severance Plan accounts in the same year
- (2) Teachers who previously forfeited their 401(a) Severance Plan accounts
- (3) Teachers who have attained the age of 59 and terminate employment in or before the year of reallocated forfeiture

The 401(a) Severance Plan accounts of teachers who have attained the age of 59, but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

- e. Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently re-hired or re-employed by the employer. Said teacher shall be treated as a "new-employee" and only be entitled to the benefit for teachers hired subsequent to July 1, 2006. However, if the Board approves a leave of absence for a teacher, such period of leave shall not result in forfeiture, provided the teacher promptly returns to employment upon expiration of the period of leave.
- f. Following severance and the satisfaction of the requirements set forth in this Appendix, the severed teacher may elect to commence distributions from his 401(a) Severance Plan account. If a teacher dies after having satisfied the vesting requirements of this Appendix, the deceased teacher's 401(a) Severance Plan account shall be distributed to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) Severance Plan account.
- g. All costs incurred in the administration of the 401(a) Severance Plan and investment fees shall be paid from the 401(a) Severance Plan assets.
- h. Future Adjustments The parties agree this Appendix, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood the Board and Association may in the future bargain modifications of any kind to this provision, provided however, the future revision of this Appendix shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Appendix.

2. Retirement:

The Employer shall establish a qualified 401(a) Retirement Plan for each teacher employed under a teacher's contract with the Elkhart

APPENDIX E

RETIREMENT BENEFITS – (This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)

Community Schools on January 1, 2006, or on a Board approved Leave of Absence. A teacher must have served in the Elkhart Community Schools fifteen (15) years in the Elkhart Community Schools, reached the age of fifty-five (55), and retire from employment with Elkhart Community Schools to be vested in the 401(a) Retirement Plan. The teacher's age is determined as of December 31st in the calendar year the teacher's final contract expires.

The vendor for said 401(a) Retirement Plan shall be selected by mutual agreement of the ETA and the Board.

The 401(a) Retirement Plan's terms and conditions for administration of the 401(a) Retirement Plan shall be as follows:

- a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for this 401(a) Retirement Plan.
- b. Until such time the teacher has properly retired from employment with Elkhart Community Schools by having given a written notice accepted by the employer, and actually retiring from employment, the teacher shall have no access to the assets held in his or her separate 401(a) Retirement Plan account.
- c. Proper notification shall be construed as written notification of such teacher's retirement for the forthcoming year received by the Superintendent prior to August 1 or the signing of the last individual teacher's contract, whichever comes later. In the event the teacher does not give notice as required and retires due to ill health, accident, or when mutually agreeable, the required notice shall be waived by the employer.
- If a teacher dies or severs employment before satisfaction of the d. requirements set forth in this agreement, the terminated teacher's 401(a) Retirement Plan account shall be forfeited. The ETA president shall receive a list of those teachers whose accounts have been terminated pursuant to this article, which shall list the teacher's name and the total value of the terminated accounts. The ETA president will receive this list at the end of the plan year. The forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Retirement Plan accounts in a manner similar to that used in initially determining the present value calculations and deposited in teacher accounts by June 1. Therefore, the 401(a) Retirement Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a 401(a) Retirement Plan account.
 - (1) Teachers who forfeited their 401(a) Retirement Plan accounts in the same year
 - (2) Teachers who previously forfeited their 401(a) Retirement Plan accounts
 - (3) Teachers who have attained the age of 59 and terminate employment in or before the year of reallocated forfeiture

The 401(a) Retirement Plan accounts of teachers who have attained the age of 59, but have not retired from employment with Elkhart Community Schools may share in the reallocated forfeiture, but on a reduced actuarial basis.

APPENDIX E

RETIREMENT BENEFITS – (This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)

Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently re-hired or re-employed by the employer. Said teacher shall be treated as a "new-employee" and only be entitled to the benefit for teachers hired subsequent to July 1, 2006. However, if the Board approves a leave of absence for a teacher, such period of leave shall not result in forfeiture, provided the teacher promptly returns to employment upon expiration of the period of leave.

- e. Following retirement and the satisfaction of the requirements set forth in this Appendix, a retired teacher may elect to commence distributions from his 401(a) Retirement Plan account. If a teacher dies after having satisfied the requirements of this Appendix, the deceased teacher's 401(a) Retirement Plan account shall be distributed to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) Retirement Plan account.
- f. All costs incurred in the administration of the 401(a) Retirement Plan and investment fees shall be paid from the 401(a) Retirement Plan assets.
- g. Future Adjustments The parties agree this Appendix, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Appendix shall not affect the retirement benefits of teachers already receiving benefits pursuant to this section.

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INTERNAL MEMO

To:

BOARD OF SCHOOL TRUSTEES

FROM:

W. Douglas Thorne \

DISTRICT COUNSEL/CHIEF OF STAFF

KEVIN SCOTT

CHIEF FINANCIAL OFFICER

DATE:

NOVEMBER 4, 2021

RE:

PROPOSED EASTWOOD PROPERTY EXCHANGE

Included in your packet are materials related to a proposal which would allow the school corporation to exchange approximately eight (8) acres of property on the back portion of the current Eastwood School Campus for approximately eight (8) acres of property adjacent to the Eastwood School Campus, immediately south of the campus property line. These materials will only initiate the legal process at this time which can lead to an equal property exchange.

Should members of the Board of School Trustees have questions regarding this, please feel free to contact us.

WDT/dls

RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, REGARDING POSSIBLE SALE OF CERTAIN LAND VIA AN EXCHANGE

WHEREAS, the Board of School Trustees (the "Board") of the Elkhart Community Schools, Elkhart County, Indiana (the "School Corporation"), would like to explore the disposition via exchange of approximately eight (8.00) acres of vacant land currently owned by the School Corporation and located on the back portion of the property on which the existing Eastwood Elementary School is located, in Osolo Township, Elkhart County, Indiana (Parcel Number 02-25-101-003-027 and Parcel Number 02-25-151-002-027)(the "Property"); and

WHEREAS, the Board believes it is in the best interest of the School Corporation for such disposition to be in the form of an exchange of the Property to the highest qualified bidder for property of equal or greater value; and

WHEREAS, in accordance with Indiana law the Board needs to appoint two licensed appraisers to appraise the Property, hold a public hearing regarding the disposition of the Property via an exchange prior to approving the exchange of the Property and publish notice requesting bids on the disposition of the Property via an exchange prior to the actual exchange of the Property; and

WHEREAS, notice of such public hearing to be held at this meeting and prior to adopting this Resolution has been published in accordance with Indiana law.

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

- Section 1. The Board hereby determines it is in the best interest of the School Corporation for the Property to be sold and the disposition of the Property to be in the form of an exchange via public sale to the highest qualified bidder for property of equal or greater value.
- Section 2. The Notice of the Disposition of Real Estate Via an Exchange presented to the Board at this meeting is hereby approved.
- Section 3. The Board hereby appoints Traynor & Associates, Inc. and Farrington Appraisals, Inc. as the two appraisers licensed under Indiana Code 25-34.1, as amended, to appraise the Property. The Board hereby authorizes each of the Superintendent of the School Corporation (the "Superintendent"), the District Counsel/Chief of Staff of the School Corporation (the "District Counsel/Chief of Staff") and the Chief Financial Officer of the School Corporation (the "Chief Financial Officer") to approve the appraisal to be submitted to the School Corporation by appraiser as long as the Superintendent, District Counsel/Chief of Staff or Chief Financial Officer determine such appraisals to be acceptable.
- Section 4. The public hearing on the disposition of the Property via exchange held by the Board earlier in this meeting is hereby ratified and approved, and the Notice of Public Hearing presented to the Board at this meeting is hereby ratified and approved.

Section 5. Each of the Superintendent, the District Counsel/Chief of Staff and the Chief Financial Officer is hereby authorized to publish the Notice of the Disposition of Real Estate as required by law.

Section 6. Each of the President of the Board (the "President"), the Secretary of the Board (the "Secretary"), any other officer of the Board, the Superintendent, the District Counsel/Chief of Staff or the Chief Financial Officer or his/her respective designee (the "Designee") is hereby authorized to execute any and all documents and to take any and all actions which such person deems necessary or appropriate to fulfill the intent of this Resolution. Any and all documents executed by the President, the Secretary, any other officer of the Board and the Superintendent, the District Counsel/Chief of Staff or the Chief Financial Officer in connection with the actions contemplated by this Resolution and any and all actions previously, or to be, taken by the President, the Secretary, any other officer of the Board and/or the Superintendent, the District Counsel/Chief of Staff or the Chief Financial Officer in connection with the actions contemplated by this Resolution, including, but not limited to, the publishing of the Notice of the Public Hearing, are hereby ratified and approved.

PASSED AND ADOPTED this 9th day of November, 2021.

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

<u>AYE</u>	NAY
ATTEST:	
Secretary of the Board of School Trustees	

DMS JJQ 21031153v1

NOTICE OF DISPOSITION OF REAL ESTATE VIA EXCHANGE OF PROPERTY

Pursuant to the requirements of I.C. 36-1-11-4 and I.C. 5-3-1, the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana (the "Board"), hereby publishes notice of its intent to sell via exchange of similar property of approximately eight (8.00) acres of vacant land currently owned by the Elkhart Community Schools, Elkhart County, Indiana (the "School Corporation"), and located on the back portion of the property on which the existing Eastwood Elementary School is located, in Osolo Township, Elkhart County, Indiana (Parcel Number 02-25-101-003-027 and Parcel Number 02-25-151-002-027) (the "School Corporation Property"). The legal description for the real estate along with the required form of purchase agreement (the "Purchase Agreement") may be obtained at the J.C. Rice Educational Services Center of the School Corporation, which is located at 2720 California Road, Elkhart, Indiana 46514.

The disposition of the real estate via exchange of property will be conducted under the following terms and conditions and those contained in the bid document package distributed by the School Corporation upon request from any interest party (the "Bid Package"):

- 1. Bids for exchange of property will be received at the J.C. Rice Educational Services Center of the School Corporation, which is located at 2720 California Road, Elkhart, Indiana 46514, beginning at 9:00 a.m. (applicable Eastern Time), on November 29, 2021, and should be addressed to the attention of Kevin Scott, Chief Financial Officer.
- 2. The offer period will continue through and including, 9:15 a.m. (applicable Eastern Time), on November 29, 2021, and may be extended from day to day thereafter until 1:00 p.m. (applicable Eastern Time) on November 30, 2021, which is no longer than sixty days, as determined by the Chief Financial Officer of the School Corporation until an offer satisfactory to the School Corporation is received.
- 3. The real estate may not be conveyed to a person who is ineligible under I.C. 36-1-16 of the Indiana Code.
- 4. Any bids submitted by a trust (as defined in I.C. 30-4-1-1(a)) must identify each:
 - (A) beneficiary of the trust; and
 - (B) settlor empowered to revoke or modify the trust.
- 5. Except as set forth in the Purchase Agreement which is contained in the Bid Package, bids may not set forth conditions for the disposition, such as required zoning, soil, or drainage conditions, as a prerequisite to sale of the property, and the property will be sold "As Is."
- 6. The Board reserves the right to reject all bids.
- 7. The disposition will comply with all other legal statutory requirements.
- 8. The property offered for exchange with the School Corporation Property must be one tract or contiguous tracts of land that are within one mile of the School Corporation Property, be vacant or have only one pole barn or out building located thereon, have no intervening property that is not part of the property offered that in anyway divides any portion of the property offered from any other portion of the property offered and is located south of the existing Eastwood Elementary School.
- 9. The property offered may not be less than an aggregate eight (8.00) acres and must have an appraised value that is no less than the average of the two appraised values received by the School Corporation with respect to the School Corporation Property.

The legal description, survey description, and plat plan are available at the J.C. Rice Educational Services Center of the School Corporation, which is located at 2720 California Road, Elkhart, Indiana 46514, Attention: Kevin Scott, Chief Financial Officer.

Dated this 10th day of November, 2021

ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA

By: Dr. Steven Thalheimer, Superintendent

[TO BE PUBLISHED TWO TIMES IN THE NEWSPAPER OF GENERAL CIRCULATION WITHIN THE SCHOOL CORPORATION]

ELKHART COMMUNITY SCHOOLS Elkhart, Indiana

Regular Board of School Trustees' Meetings - 2022

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

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

January	11, 2022	July	12, 2022
January	25, 2022	July	26, 2022
February	8, 2022	August	9, 2022
February	22, 2022	August	23, 2022
March	8, 2022	September	13, 2022
March	22, 2022	September	27, 2022
April	12, 2022	October	11, 2022
April	26, 2022	October	25, 2022
May	10, 2022	November	8, 2022
May	24, 2022	November	24, 2022
June	7, 2022	December	13, 2022
June	21, 2022	December 8:00 a.m.	20, 2022

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

The annual Board retreat/public work session is scheduled February 24 and 25, 2022, time and location to be determined.

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



CERTIFICATE OF APPOINTMENT - PUBLIC LIBRARY BOARD MEMBER Form for Class I Libraries

State Form 31873 (R5 / 5-17)

- INSTRUCTIONS: (See IC 36-12-2-19; IC 5-4-1-1.2; IC 5-4-1-4)

 1. Appointing Authority completes the "Appointment" section then delivers this Certificate of Appointment to the board appointee in person or by mail.

 2. Within 10 days of receiving the Certificate of Appointment, the library board appointee must take the oath of office and ensure the "Oath of Office" section is completed. The oath may be administered by the circuit court clerk, a notary public, or anyone else authorized under IC 33-42-4-1 or IC 33-42-9-7 to administer oaths.

 3. The library board appointee must file the completed Certificate of Appointment with the library and with the clerk of the circuit court of the county in which the library is located. The form must be filed with the clerk of the circuit court not later than 30 days after the board term begins.

I/We	Rocky Enfield ne(s) of Official(s)		***************************************
	esident		, 0
	Title(s)		,
Board of School Trustees, Elkhart Community Schools Name of Appointing Authority(ies)	of	Elkhart Municipal Corporation(s)	, Indiana
hereby certify that I/we have duly appointed		Kathy Greene	to the
Bristol			_ Public Library Board
said term beginning on the day of	, 20 and	ending on the <u>25</u> day of _	October , 20 <u>22</u>
 □ This is a full 4-year term OR – ☑ This is a partial term to complete the unexpirence. 	red term of	Kyna Moro	an
E This is a partial torm to complete the ansagn		Name of Appointee Be	ing Replaced
WITNESS, MY HAND AND OFFICIAL SEAL, THIS $_$ 9th	n_ DAY OF	November , 20	<u>21</u> .
Signature of appointing official or attesting officer	-	(Additional line for signature	s if joint appointment occurs)
OATI	H OF OFFIC	F	
STATE OF INDIANA)) SS COUNTY) I, the undersigned, do hereby solemnly swear (or affirm)			
Constitution of the State of Indiana and to the best of my duties and accept the responsibilities of a member of the Public Library, and that I will observe and obey all the law to the duties are the state of a price.	Library Boa	rd of the	
enacted during my term of service.		g.	
enacted during my term of service. Name of Appointee	-	Signature	of Appointee
Name of Appointee	- ′ OF		of Appointee
Name of Appointee	- ′ OF		of Appointee
Name of Appointee SUBSCRIBED AND SWORN TO ME THIS DAY	- ′ OF		of Appointee
Name of Appointee SUBSCRIBED AND SWORN TO ME THIS DAY Signature	- ′ OF		of Appointee
Name of Appointee SUBSCRIBED AND SWORN TO ME THIS DAY Signature Printed Name		, 20	



TECHNOLOGY SERVICES

PHONE: 574-262-5676

ELKHART COMMUNITY SCHOOLS

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

To: Dr. Thalheimer

Board of School Trustees

From: Jason Inman

Date: November 4, 2021

Subject: Common School Fund Loan

The Indiana Department of Education makes available low-interest loans for technology projects via the Common School Fund. Based upon current enrollment, ECS qualifies for a loan of \$1,153,858. The Business Office seeks Board approval to take advantage of these below-market interest rates to fund technology purchases that cannot be financed by other sources of available revenue. A loan from the Common School Fund will allow us to continue our refresh program for student and teacher mobile devices as we provide 1:1 instruction at all grades. The State Board of Education has designated several millions of dollars for technology loans. I am including a budget summary with additional information.

EDUCATIONAL TECHNOLOGY PROGRAM

Application Period October 13, 2021 through November 12, 2021

PUBLIC SCHOOL CORPORATIONS ONLY

Mail to: CommonSchoolFund@doe.in.gov

PETITION TO THE INDIANA STATE BOARD OF EDUCATION FOR AN ADVANCE FROM THE COMMON SCHOOL FUND

Date of	Petition November 2nd, 2021		
Cornora	tion # 2305 Corporation Name: Elkhart Co	mmunity Schools	
	ddress: 2720 California Road (Zip Code 46514
	Name: Jason Inman	ony <u>Limitare</u>	Phone # <u>(574) 387-1037</u>
	email: jinman@elkhart.k12.in.us		
	t requested from the Common School Fund (tec	hnology)	\$ 1,153,858.00
	ated term	illiology)	4 years
Antioipe	ated term		ycars
repayme • • •	asurer of State for Indiana administers Common Scent schedule: < \$20k repayment of 1 year \$20k to \$50k repayment up to 2 years \$50k to \$75k repayment up to 3 years \$75k to 100k repayment up to 4 years >\$100k repayment up to 5 years	chool loan agreeme	ents and has established the following
	In order to apply for an advance, under the provative an approved three-year technology plan that a. A description of the school corporation's intent to curriculum. b. A plan for providing in-service training. c. A schedule for maintaining and replacing educated. A description of the criteria used to select the appropriate use. e. Other information requested by the department as	nat includes at lea o integrate technolo ional technology ec propriate education	est the following information: ogy into the school corporation's quipment. hal technology equipment for the
	Does the corporation meet this requirement?	<u>X</u> Yes	No
2.	Has the applicant completed all local processes red	quired for this proje	ect?X Yes No
	Please supply the information requested in the spa most recent (September 2021) Grade K-12 ADM fi		
		58.00 ement Base ed per Board policy)	
4. Proje	ect Cost Breakdown		
	Technology	\$ <u>1,153,858</u>	.00
	Other project cost (please specify)	\$	
	Other project cost (please specify)	\$	
d.	Total project cost (sum lines a through c)	\$ <u>1,153,858</u>	3.00
	urces of funds used to finance the project	.	
	Common School Technology Loan	\$ <u>1,153,858</u> .	.00
	Other	\$	
g.	Total sources of funds (sum line e plus line f)	\$ 1,153,858	.00

Per statute, "Educational technology program means for the purchase, lease or financing of education technology equipment; operation of the educational technology equipment; or training of teachers in the use of educational technology equipment."

NOTES:

- Cost breakdown should represent a complete project. Department budgets will not be accepted as support.
- Only professional development costs that are directly related to the training of teachers in the use of the educational technology will be considered. Direct costs include specific course offerings or contractual training services provided onsite.
- Technology considered administrative in nature may not be considered for a Common School Loan (i.e. phone systems, computers/laptops for support staff, etc.)
- 5. Technology project description

This technology project will continue our student and teacher iPad refresh plan. Elkhart Community Schools achieved full 1:1 status for students at all grade levels in February of 2020.

6. Technology cost breakdown by site-include as attachment if necessary: (if purchasing equipment or services, include the number of items and estimated cost by item). If a facility will not benefit from the technology project, it is not necessary to list it.

Building	Item Description	Cost per Unit	# of Units	Total Cost
example John Smith Elementary	iPad mini	\$500	100	\$50,000
DIEAGE				- N I T
PLEASE 3	DEE A	IAC	HIVIE	

7. Technology project integration points (How will this loan support the current technology plan and strategic vision for the school district in terms of academic achievement?)

The loan will allow Elkhart Community Schools to continue our student and teacher iPad refresh plan, providing teachers and students with the latest mobile device technologies in support of our 1:1 program.

8. If the schoo	I corporation has received a	Common School Loan for	Technology in the	e last three years,	how much
was received	and how were the funds us	ed? \$ 5,945,131			

In 2019, two loans totaling \$2,422,093 were used to complete our 1:1 deployments and achieve full 1:1 status at all grade levels. In 2020, the district received a total of \$2,375,538 to refresh teacher and 1st & 5th grader devices. In 2021 the district received \$1,147,500 to continue 1:1 deployments.

9. How will the impact of this loan be measured to ensure successful implementation of technology in the school district?

Principals and district-level administrators evaluate the use of technology and its impact on instructional practice and student performance in the areas of Instruction and Learning, Communication and Data, and Technology. Our ongoing and continuous measurement of success of the project will allow us to adapt to changing circumstances and adjust the plan as conditions warrant.

10. If the school has received a School Technology Advancement Account (STAA) loan in the last three years, how much did the school receive and how were the funds used? \$ 721,260

The school district received STAA loans of \$242,480, \$249,280, \$229,500 in 2019, 2020, and 2021 respectively. These funds allowed us to enhance instructional spaces in several classrooms throughout the school district.

A signed copy of the application must be received for consideration.

Certification

Superintendent, School Corporation	President, School Board
ATTEST:	
Secretary, School Board	
STATE OF INDIANA) COUNTY)	
Subscribed and sworn before me this	day of
	Printed Name
My Commission expires:	,·
County of Residence:	

Fall 2021 Common School Fund Loan

Location	Description	Cost Per Unit		Units	Total
1st Graders	iPad with Apple Care	\$	383.00	950	\$ 363,850.00
1st-Graders	Assett Inventory & Casing iPads	\$	8.00	950	\$ 7,600.00
5th-Graders	iPad Case	\$	99.00	950	\$ 94,050.00
5th-Graders	iPad with Apple Care	\$	383.00	910	\$ 348,530.00
5th-Graders	Assett Inventory & Casing iPads	\$	8.00	910	\$ 7,280.00
5th-Graders	iPad Case	\$	99.00	910	\$ 90,090.00
All Schools by Need	iPad Chargers	\$	38.04	1000	\$ 38,040.00
All Schools by Need	Teacher Laptops	\$	750.00	126	\$ 94,500.00
All Schools by Need	USB-C Teacher Laptop Docks	\$	189.01	126	\$ 23,815.26
All Schools by Need	Display Port to VGA Adapters	\$	19.01	200	\$ 3,802.00
All Schools by Need	Projectors + Installation	\$	3,245.03	22	\$ 71,390.66
EHS & Freshman Division	Interactive Classroom Displays	\$	5,445.04	2	\$ 10,890.08

Total Project Cost \$1,153,838.00

Working Together for Student Success

Common School Fund

Loan types and definitions

- <u>Educational Technology</u> Educational technology program means for the purchase, lease or financing of education technology equipment; operation of the educational technology equipment; or training of teachers in the use of educational technology equipment. Available to public schools and school corporation career and technical education centers.
- School Building Construction School building construction program means the purchase, lease, or financing of land, the construction and equipping of school buildings, and the remodeling, repairing, or improving of school buildings by a school corporation or career and technical education school. Available to public schools and school corporation career and technical education centers.
- School Technology Advancement Account (STAA) STAA funds are for the purchase of
 computer hardware and software to be used for student instruction and for the development and
 implementation of innovative technology projects. Available to public schools and school
 corporation career and technical education centers.
- Charter and Innovation School Advance Program- administered by the State Board of Education

Availability of advancements

Common School Educational Technology and School Building Construction loans are available and offered twice a year in the spring and fall contingent on approval by the State Board of Education.

School Technology Advancement Account loans are offered once a year by the Department.

Amount available each period

The available amount for Common School Educational Technology and School Building Construction loans varies each period and is determined based on the amount of unreserved funds in the Common School Fund at a given time. On average, the amount offered ranges from \$25 million to \$50 million for both loan types. There is \$5 million appropriated for STAA loans each year from the Common School Fund.

Maximum allowed per applicant

- Educational Technology Current ADM multiplied by \$100
- School Building Construction may not exceed the greater of \$15 million or the Number of students accommodated by the project multiplied by \$15,000
- STAA DOE-PE divided by 25 multiplied by \$500 (if available, plus funds on a per pupil basis)

Loan agreements

Once loans are approved by the State Board of Education, the Treasurer of State's office executes the loan agreements and processes all claims.

Repayment period

- Educational Technology may not exceed 5 years
- School Building Construction may not exceed 20 years
- STAA 2 to 5 years depending on the loan amount (established by Treasurer of State)

Payment

Payment for advances are taken as a reduction to the school corporation's Basic Tuition support.

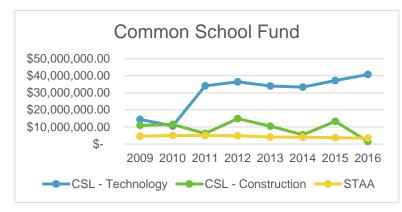


DEPARTMENT OF EDUCATION

Common School Loan Fact Sheet

The Indiana code allows for advancements from the Common School Fund to be used for technology and school building construction loans by public school corporations and career and technical education centers.

From years 2009 through 2016, 109 school corporations eligible to take out Common School Loans have utilized the loan program. To date, no school corporation career and technical education centers have requested a construction or technology loan.





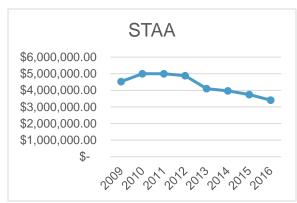
• Technology loans continue to increase over time. While available funds are split equally between technology and construction, technology requests tend to be overwhelmingly higher than construction requests and those funds available for construction are reallocated to technology.



• Construction loans vary from year to year. Due to more stringent statutory eligibility guidelines for construction loans, there is a limited number of schools that seek construction loans from the fund.

STAA
 advancements have
 veera. The

remained steady over the years. The requirements for this particular program are broader in nature. Additionally, schools have the ability to request more funds beyond the calculated eligibility amount. Therefore, nearly all of the STAA allocation is awarded annually.





TECHNOLOGY SERVICES

PHONE: 574-262-5676

ELKHART COMMUNITY SCHOOLS

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

To: Dr. Thalheimer

Board of School Trustees

From: Jason Inman

Date: November 4, 2021

Subject: Common School Fund Loan

The attached list of ECS iPads have reached the end of their life cycle for our 1:1 program. The Business Office seeks Board approval to sell these 1,158 iPads that were purchased with Common School Loan funding. A number of companies have approached us about purchasing the devices at a nominal buy back price and we will solicit the best value possible. The revenue received will be used to further fund the district 1:1 program.

Attachment