

NOTICE OF EXECUTIVE SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

Date: Tuesday, August 9, 2022

Time: 5:45 p.m.

Purpose: Reference Indiana Code Section 5-14-1.5-6.1-(b)-

- (9) To discuss a job performance evaluation of individual employees. This subdivision does not apply to a discussion of the salary, compensation, or benefits of employees during a budget process.

Location: J.C. Rice Educational Services Center
2720 California Road
Elkhart, Indiana 46514



Superintendent of Schools

Posted and electronically
delivered to School Attorney and
News Media on Wednesday,
August 3, 2022 and electronically
delivered to Board Members
on Wednesday, August 3, 2022.

PUBLIC WORK SESSION
OF THE
BOARD OF SCHOOL TRUSTEES
Elkhart Community Schools
Elkhart, Indiana

NOTICE OF MEETING TIME CHANGE

Date: Tuesday, August 9, 2022
Time: 6:30 p.m.
Location: J.C. Rice Educational Services Center
2720 California Road
Elkhart, Indiana 46514



Superintendent of Schools

Posted and electronically delivered to School Attorney and News Media on Wednesday, August 3, 2022 and electronically delivered to Board Members on Wednesday, August 3, 2022.

The Board's meeting site is accessible to all persons. Any person requiring accommodation or assistance should contact the Secretary 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.

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

August 9, 2022

CALENDAR

| | | | |
|-----|----|-----------|--|
| Aug | 9 | 5:45 p.m. | Executive Session, J.C. Rice Educational Services Center |
| Aug | 9 | 6:30 p.m. | Public Work Session, J.C. Rice Educational Services Center |
| Aug | 9 | 7:00 p.m. | Regular Board Meeting, J.C. Rice Educational Services Center |
| Aug | 23 | 6:15 p.m. | Public Work Session, J.C. Rice Educational Services Center |
| Aug | 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

E. CONSENT ITEMS:

Minutes – July 26, 2022 – Public Work Session
Minutes – July 26, 2022 – Regular Board Meeting
Claims
Fundraisers
Conference Leave Requests
Grants
Personnel Report

F. REPORT FROM PARENT GUIDING COALITION FOR BULLYING PREVENTION

G. INSTRUCTIONAL REPORT

Presentation of Teaching & Learning Plan

H. OLD BUSINESS

Board Policy 2266 - Proposed Revised Non-Discrimination and Anti-Harassment on the Basis of Sex in Education Programs or Activities – The Administration presents Board Policy 2266 - Proposed Revised Non-Discrimination and Anti-Harassment on the Basis of Sex in Education Programs or Activities as revised at the July 26th regular meeting for review and approval.

Board Policy - 3421.04A - Professional Staff Fringe Benefits (Administrators) – The Administration presents Board Policy 3421.04A – Professional Staff Fringe Benefits (Administrators) for review as initially presented at the July 26th regular meeting.

I. NEW BUSINESS

Board Policy 3410.04CS – Substitute Compensation – The Administration presents proposed revisions to Board Policy 3410.04CS – Substitute Compensation and asks to waive 2nd reading.

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

Board Policy 3422.09S - Technical Assistants' Compensation Plan – The Administration presents proposed revisions to Board Policy 3422.09S – Technical Assistants' Compensation Plan and asks to waive 2nd reading.

Board Policy 5517.01 – Bullying Prevention – The Administration presents proposed revisions to Board Policy 5517.01 – Bullying Prevention for initial consideration.

Board Policy 7510 - Use of School Facilities and Property – The Administration presents proposed revisions to Board Policy 7510 – Use of School Facilities and Property for initial consideration.

Agreement Between Elkhart Community Schools and Elkhart Education Foundation – The administration seeks Board approval of the Agreement Between Elkhart Community Schools and Elkhart Education Foundation.

J. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

K. ADJOURNMENT

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

Elkhart Community Schools
Elkhart, Indiana

July 26, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 6:31 p.m.

Place/Time

| | | |
|------------------------|--|---|
| Board Members Present: | Dacey S. Davis Troy E. Scott Douglas K. Weaver | Roscoe L. Enfield, Jr. Kellie L. Mullins Anne M. VonDerVellen |
|------------------------|--|---|

Roll Call

Absent: Babette S. Boling

| | | |
|--------------------|--|--|
| ECS Staff Present: | Steve Thalheimer JeNeva Adams Frank Kurth Brad Sheppard | Greg Stover Jason Inman Brandon Eakins |
|--------------------|--|--|

The Board was presented proposed schedules for both Elkhart High School campuses; a delayed start on Mondays for the Freshman Division to allow for teacher collaboration within the teacher workday and an adjustment to student release time from 4:00 p.m. to 3:45 p.m. at the main campus. Dr. Thalheimer explained the role CCISD will have in approving said changes if the Board authorizes the administration to move forward. Finally, the Board heard a presentation summarizing the E3 Grant.

Topics Discussed

The meeting adjourned at approximately 7:29 p.m.

Adjournment

APPROVED:

Signatures

Dacey S. Davis, President

Babette S. Boling, Member

Troy E. Scott, Vice President

Roscoe L. Enfield, Jr., Member

Douglas K. Weaver, Secretary

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

July 26, 2022

| | |
|---|----------------------------|
| <p>J.C. Rice Educational Services Center, 2720 California Road, Elkhart - at 7:36 p.m.</p> | <p>Place/Time</p> |
| <p>Board Members Present: Dacey S. Davis Troy E. Scott Douglas K. Weaver</p> | <p>Roll Call</p> |
| <p>Absent: Babette S. Boling</p> | |
| <p>Board president Dacey Davis called the regular meeting of the Board of School Trustees to order.</p> | <p>Call to Order</p> |
| <p>Ms. Dacey Davis recited the Elkhart Promise.</p> | <p>The Elkhart Promise</p> |
| <p>Ms. Davis discussed the invitation to speak protocol.</p> | |
| <p>By unanimous action, the Board approved a motion to amend the agenda to include authorization to seek approval through the Coalition of Continuous Improvement School Districts (CCISD) to change schedules for both Elkhart High School campuses; a delayed start on Mondays for the Freshman Division to allow for teacher collaboration within the teacher workday and an adjustment to student release time from 4:00 p.m. to 3:45 p.m. at the main campus.</p> | <p>Amend the Agenda</p> |
| <p>Tonda Hines, manager of after school and community programs, and Beth Williams, director of federal programs, presented the Moment of Pride highlighting this year's "Summer Sizzles" program serving over 1,200 students across the district. Mrs. Hines and Mrs. Williams worked collaboratively with community partners including Boys and Girls Club, Elkhart Parks Department, Elkhart Education Foundation, ETHOS Innovation Center, Five Star, Lifeline Education, Rhythm to You, and ULEAD to provide the largest summer program ever offered at Elkhart Community Schools. The programming focused on literacy, arts, science, math, character building, team building, and resiliency and self-care while incorporating all the pillars of PRIDE. Activities included drumming, lab-in-a-bag, interacting with animals, sports, hands-on-learning, experiments, outdoor experiential learning, and</p> | <p>Moment of Pride</p> |

kindergarten readiness, all of which were designed to be fun and engaging, often having subject matter embedded in activities i.e. math embedded in a science experiment. Food Services also provided breakfast and lunch for students. In closing, Mrs. Hines and Mrs. Williams thanked our community partners for helping to keep ECS's students engaged all summer long; having ECS partnering with other agencies enabled all to enhance their programming in order to provide activities they possibly could not have had otherwise. What a great example of community.

Board members thanked Mrs. Hines, Mrs. Williams, and all of the community partners for helping to make the summer programming a success and a great experience for our students.

By unanimous action, the Board approved the following consent items:

Minutes – July 12, 2022 – Public Work Session
 Minutes – July 12, 2022 – Regular Board Meeting

Payment of claims totaling \$7,465,992.86 as shown on the July 26, 2022, claims listing. (Codified File 2223-6)

Proposed school fundraisers in accordance with Board policy. (Codified File 2223-7)

Accepted the following extra-curricular purchase requests: Elkhart Blazer Football Fund (Elkhart Community Foundation) to pay for the purchase of a 2-Man LEV Sled in the amount of \$3,299.00.

The following donations were made to Elkhart Community Schools (ECS): Donation of \$2,000 from Consolidated Metals, INC. to Elkhart High School (EHS) boys' soccer program to be used to assist with the growth of the boys' soccer program; a Parson 4/4 Violin from Don and Dee Smith to the music department of Elkhart Community Schools with a fair market value of \$200.00; \$4,529.00 from the Elkhart Blue Blazer Football fund to the EHS football program to assist with the purchase of equipment; and \$500 to the EHS boys' soccer program from Green Stream Company to be used to assist with the growth of the boys' soccer program.

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the July 26, 2022 listings. (Codified File 2223-8)

Submission of the following grants: Attract, Prepare, Retain Grant hosted by Indiana Department of Education from Elkhart

Consent Items
 Minutes
 Payment of Claims
 Fundraisers
 Extra-Curricular Purchases
 Gift Acceptance
 Conference Leave Requests
 Grants

Community Schools for an amount yet to be determined (\$5,000,000.00 to be allocated throughout the State of Indiana for the grant recipients) and Target Gift Card hosted by Target from Pinewood Elementary School for \$500.00. (Codified File 2223-9)

Approved the following overnight trip request: EHS Varsity Volleyball to travel to West Lafayette, Indiana on July 15 - 17, 2022 and EHS Girls Cross Country team to travel to Marion, Indiana on September 2 - 3, 2022.

Employment of the following eleven (11) certified staff members, effective on dates indicated:

- Kaitlyn Andrews – grade 5 at Beck, 8/8/22
- Ami Damer-Schlamersdorf – kindergarten at Eastwood, 8/8/22
- Sarah Folk – grade 1 at Riverview, 8/8/22
- Shana Lipsky – art at Pinewood, 8/8/22
- Sarah Mott – science at EHS, 8/8/22
- Clare Palenchar – language arts at North Side, 8/8/22
- Collin Pica – social studies at North Side, 8/8/22
- Frank Pizana – Spanish at Freshman Division, 8/8/22
- JoAnna Ralstin – health occupation at EACC, 8/8/22
- Sean Ryder – physical education at Pierre Moran, 8/8/22
- Carol Weld – French at Freshman Division, 8/8/22

Retirement of the following certified staff member on dates indicated:

- Brenda Emerson – career to education at EACC, 5/27/2022 with 23 years of service

Resignation of the following eleven (11) certified staff members on dates indicated:

- Grant Choler – math at West Side, 5/27/22
- Lisa Graves – language arts at West Side, 5/27/22
- Lauren Lambert – grade 6 at Feeser, 5/27/22
- Lindsey Mette – social studies at Freshman Division, 5/27/22
- Melissa Morey – intervention at Hawthorne, 5/27/22
- Bryan Nowakowski – grade 3 at Roosevelt, 5/27/22
- Shelbie Rodeman – social studies at Freshman Division, 5/27/22
- Derek Suits – physical education at Pinewood, 5/27/22
- Robert Teitsma – science at North Side, 5/27/22
- Paul Walker – business at EHS, 5/27/22

Overnight Trips

Personnel Report

Certified Employment

Certified Retirement

Certified Resignations

| | |
|---|-------------------------|
| Jacob Yant – language arts at EHS, 5/27/22 | |
| Unpaid parental leave for the following certified staff member on dates indicated: Rachel Mallo – grade 4 at Daly, beginning 8/11/22 and ending 5/25/23 | Certified Leaves |
| Death of the following certified employee on date indicated: Kyle Bauer – science at EHS, 7/10/22 | Certified Death |
| Reassignment of the following certified employee to classified position on dates indicated: Larry Kissinger, science at EHS, 5/27/22 | Certified Reassignment |
| Employment of the following certified employee on date indicated: William Johnson, Jr. – custodian at Building Services | Classified Employment |
| Resignation of the following classified staff on dates indicated: Nichole Kurzhal - food services at Commissary, 5/27/22 Cori Ledden-Edmisten - paraprofessional at Feeser, 5/27/22 Kimberly Platt - food service at West Side, 5/27/22 | Classified Resignation |
| Reassignment of the following certified employee to a classified position on date indicated: Larry Kissinger, scheduling coordinator at EHS, 8/1/22 | Classified Reassignment |
| The Board was presented with proposed revisions to Board Policy 2266 - Proposed Revised Non-Discrimination and Anti-Harassment on the Basis of Sex in Education Programs or Activities for initial consideration. Doug Thorne, district counsel/chief of staff, informed Board members that these revisions identify the Title IX Compliance Officers, provide a clear prohibition against retaliation for those who might seek redress under this policy, further define terms in the policy as well as procedures to be followed while investigating a complaint. In response to Board inquiry, Mr. Thorne agreed to clarify the last sentence in the Retaliation Prohibited section of the policy and let them know the newly-required training referenced in the policy has already been initiated and is in place. | Board Policy 2266 |
| The Board was presented with proposed revisions to Board Policy - 3421.04A - Professional Staff Fringe Benefits (Administrators) for initial consideration. Mr. Thorne informed the Board this policy covers the benefits of administrators and the proposed revisions are specific to the District’s VEBA plan. The intention of the recommended revisions is to bring this policy in line with a series of resolutions adopted by this and prior school Boards but were never incorporated into this policy. | Board Policy 3421.04A |

The proposed revisions are not adding any benefits for administrators, but simply bringing the policy in line with the plan document. Mr. Thorne added, during negotiations with the Elkhart Teachers' Association (ETA), adjustments to the Master Contract may be needed to ensure alignment to the VEBA plan document.

Dr. Brad Sheppard, assistant superintendent of instruction, presented proposed new course offerings for the 2022-2023 school year: Topics in Computer Science. (Codified File 2223-10)

By unanimous action, the Board authorized the administration to seek approval through the Coalition of Continuous Improvement School Districts (CCISD) to change schedules for both Elkhart High School campuses; a delayed start on Mondays for the Freshman Division to allow for teacher collaboration within the teacher workday and an adjustment to student release time from 4:00 p.m. to 3:45 p.m. at the main campus.

The Board received a financial report from Kevin Scott, chief financial officer, for the period January 1 – June 30, 2022. The Board found the report to be in order.

Mr. Scott explained ESSER spending is beginning to increase as construction projects are coming to a close. In response to Mr. Scott's report, a Board member highlighted the District's use of ESSER funds as a significant investment made to improve instructional programs, support services, student supports, professional development, math, science, reading, phonics, EL training, professional learning communities, project based learning, summer programming, etc.

The Board received an insurance update for the month of June 2022. Mr. Scott reported the insurance claims experience has continued to perform very well.

Superintendent Thalheimer commended the Exceptional Learners department for their Back to School University, a weeklong professional development covering compliance and basic training they were unable to provide during the school year.

Dr. Thalheimer informed Board members that Dr. Del Jarman with SitelogIQ would like to schedule meetings around one of the September Board meetings, September 13 or September 27, 2022. The first meeting would be with the Board and held during a work session to discuss the priorities each Board member submitted as well as the make-up of the key committee. The following day, they would meet with administrators and then hold a public meeting in the evening. These meetings would be informational and serve as an

New Course Offerings

Elkhart High School Schedules for 2022-2023

Financial Report

Insurance Update

From the Superintendent

opportunity to explain the process to our administration and community.

Dr. Thalheimer informed Board members of the upcoming ISBA/IAPSS Fall Conference on October 3 – 4, 2022.

Ms. Davis reminded members to submit their top five (5) priorities to Dr. Jarman as soon as possible.

The meeting adjourned at approximately 8:24 p.m.

From the Board

Adjournment

APPROVED:

Signatures

Dacey S. Davis, President

Troy E. Scott, Vice President

Douglas K. Weaver, Secretary

Babette S. Boling, Member

Roscoe L. Enfield, Jr., Member

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member

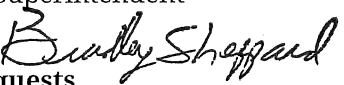
| School | Fundraising Activity Description/Purpose | Date(s) of Activity | Date Submitted | Sponsor(s) |
|----------------------|--|---------------------|----------------|-----------------|
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| | Please note the following fundraisers are presented for confirmation only. | | | |
| Elkhart High - Cheer | The cheer team will help out at the Jayco Family Picnic and in exchange for the extra hands, Jayco will make a donation to the Cheer team. | 8/6/2022 | 8/1/2022 | Hayley Warstler |
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ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: August 4, 2022

TO: Dr. Steve Thalheimer, Superintendent

FROM: Dr. Bradley Sheppard 

RE: **Conference Leave Requests**
August 9, 2022 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

| 2022 - 2023 CONFERENCES | EXPENSES | SUBSTITUTE |
|--|--|--|
| <p>INDIANA LIBRARY FEDERATION YOUTH SERVICES CONFERENCE</p> <p>This conference provides opportunities for collaboration on literacy engagement for school, public and academic librarians across the state of Indiana. The goal is to increase the partnerships with our public and academic partners to keep students connected with resources and partner with universities to provide access to college libraries to promote college and career readiness for our students. In addition, we will have opportunities through this conference to work with our public libraries to make connections on best practices for serving youth in our communities.</p> <p>Plainfield, IN <i>*Attendance is subject to local health guidelines*</i> August 20 - 22, 2022 (1 day's absence)</p> <p>LINDSEY WALTERS - ESC (0-0) TARA WHITE - ESC (1-3)</p> | <p>\$1,152.24</p> <p><i>Education Fund</i> <i>Education Fund</i></p> | <p>\$0.00</p> <p><i>N/A</i> <i>N/A</i></p> |
| <p>PUBLIC RADIO CONTENT CONFERENCE 2022</p> <p>It will provide me with tools for program management and on-air staff development.</p> <p>New Orleans, LA <i>**Attendance is subject to local health guidelines**</i> August 29 - September 1, 2022 (4 day's absence)</p> <p>ANTHONY KRABILL - WVPE (0-0)</p> | <p>\$1,907.88</p> <p><i>WVPE</i></p> | <p>\$0.00</p> <p><i>N/A</i></p> |
| <p>THERAPEUTIC CRISIS INTERVENTION TRAINING</p> <p>I will be renewing my TCI license and receive updates. This training will continue to allow us to offer services to parents, students and partnering organizations in the region.</p> <p>Peoria, IL <i>**Attendance is subject to local health guidelines**</i> September 7 - 11, 2022 (3 day's absence)</p> <p>WILLIAM PATTERSON - ADULT EDUCATION (0-0)</p> | <p>\$509.00</p> <p><i>Adult Ed IELCE 2022-23</i></p> | <p>\$0.00</p> <p><i>N/A</i></p> |
| <p>COALITION ON ADULT BASIC EDUCATION CONFERENCE</p> <p>I will be attending a fall conference for adult educators in Indiana. I will be updated on new requirements, methods and programs to help students succeed and obtain their HSE and job related credentials.</p> <p>Florence, IN <i>**Attendance is subject to local health guidelines**</i> September 27 - 30, 2022 (4 day's absence)</p> <p>WILLIAM PATTERSON - ADULT EDUCATION (1-3)</p> | <p>\$1,775.00</p> <p><i>Adult Ed IELCE 2022-23</i></p> | <p>\$0.00</p> <p><i>N/A</i></p> |
| <p>NIAAA</p> <p>I will be attending seminars on various methods of being a stronger Athletic Director. This will strengthen my knowledge in my field of work and increase my working relationship with athletic directors across the country. I will also be teaching a course to other athletic directors.</p> <p>Nashville, TN <i>**Attendance is subject to local health guidelines**</i> December 12 - 14, 2022 (3 day's absence)</p> | <p>\$1,674.90</p> | <p>\$0.00</p> |

| BRIAN BUCKLEY - EHS (0-0) | <i>Athletic Fund</i> | <i>N/A</i> |
|-----------------------------------|----------------------|-------------------|
| | \$7,019.02 | \$0.00 |
| 2022 YEAR-TO-DATE EDUCATION FUNDS | \$13,148.81 | \$1,330.00 |
| 2023 YEAR-TO-DATE EDUCATION FUNDS | \$0.00 | \$0.00 |
| 2022 YEAR-TO-DATE OTHER FUNDS | \$95,874.43 | \$3,895.00 |
| 2022 YEAR-TO-DATE ADJUSTMENTS | -\$2,547.75 | \$0.00 |
| 2023 YEAR-TO-DATE OTHER FUNDS | \$0.00 | \$0.00 |
| 2023 YEAR-TO-DATE ADJUSTMENTS | \$0.00 | \$0.00 |
| GRAND TOTAL | \$106,475.49 | \$5,225.00 |

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

| 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? |
|---------------------------------|---|-------------------------------------|--|---------------------------------|---|--|---|--|
| Elkhart Art Depot | Indiana Arts Commission | ECS Art Depot | Elizabeth Stokes | \$5,000 | <p>We need a website to help us promote and manage the program. This website will allow us to display our daily art classes for the entire year, allow community and students to sign up on line, close classes once full and collect payment for the class.</p> <p>Last year, community and students signed up for classes and then never showed up. As a result we purchased supplies that we were unable to use and wasted time preparing for classes. This website will help us collect data, keep accurate records of class sizes, help us document needed supplies, and collect fees and deposit it directly to the ECS Art Depot account through the financial office.</p> <p>Elizabeth Stokes will oversee the implementation of the grant. Designer Brandon Boynton, Quaternion Consulting LLC will oversee the creation of the Website, Kevin Scott will oversee the financial aspect of the program.</p> | <p>The Elkhart Art Depot is a creative, nurturing, after-school environment for Elkhart community students to obtain hands on learning through a business model classroom. The Art Depot exists to empower all students to succeed in life through experiential learning, to provide social and emotional support through the arts, and to develop partnerships with the community, art and business sectors to close the equity gap for students, championing employment opportunities for at-promise students.</p> <p>The grant will be used to promote the program through a much needed website and help purchase supplies in order to maintain the program.</p> <p><i>I am extremely sorry. I did not know the proper procedures to submitting a grant.</i></p> | <p>\$3,500 will be used to create the website. \$1,500 will be used to purchase art supplies.</p> | 3/9/2022 |

| 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? |
|--|---|--|--|---------------------------------|--|--|---|--|
| NESP Non-English Speaking Program | IDOE | Elkhart Community Schools | Beth Williams | \$778,999.50 | The NESP grant will fund 9 elementary EL teachers' and 40% of Director of English Learners' salary/benefits. EL teachers provide language instructional supports to limited English proficient (LEP) students whose English proficiency is between 1.0 and 4.9 (5.0 and higher = English proficient). Beth Williams and Rhiannon Harrison will oversee the management of the grant. | The intended purpose of the NESP dollars is to help provide English language development instruction to K-12 LEP students. The goal is to increase K-12 LEP students' English language proficiency and academic achievement. | The NESP grant funds support 9 elementary EL teachers' and 40% Director of English Learners' salaries and benefits. | 8/31/2022 |
| ULEAD Elkhart Schools Leadership Development | Community Foundation of Elkhart County | Elkhart Community Schools jointly with ULEAD | Steve Thalheimer | \$68,050 | The grant will be used for two types of training through ULEAD: 1. Principals and administrators will have access to the Predictive Index tool for use with their teams as the district used it with administrators during the 2021-2022 school year. 2. Support staff for the district will receive training in Simple Interactions from the Fred Rogers Institute to provide communication and customer service training on eLearning days. ULEAD will oversee the grant in collaboration with Superintendent Thalheimer | As we continue to develop principals and their Professional Learning Communities, the Predictive Index tool provides team members with tools to raise awareness about individual strengths and growth areas and how to increase team efficacy and effectiveness. The Simple Interactions framework will provide quality professional development for support staff that helps team members focus on how we interact with students, families, and fellow co-workers. At a time when it is difficult to fully staff schools and we need to retain staff and students, both efforts will honor the professionalism of all employees and help build a positive, resilient, and unified team culture. | 4 hours of training for up to 20 teams by 2 ULEAD facilitators \$26,800 Predictive Index software access for the academic year \$16,250 80 hours of facilitation and taping for Simple Interactions \$19,000 Travel for ULEAD staff \$ 1,000 Training materials \$ 5,000 | 8/15/2022 |
| Title III Language Instruction for English Language Learners | IDOE | Elkhart Community Schools | Beth Williams | \$244,311 | Title III funds are supplemental and are used to support academic activities "above and beyond" Elkhart's English language development services provided to English learners to meet federal requirements. Beth Williams will oversee the management of the grant. | The EL District Coach provides SIOP professional development and implementation support to all schools. EL Technical Assistants provide additional instructional support to LEP students levels 1.0 - 2.9. The goal is to increase K-12 LEP students' English language proficiency and academic achievement. | Funds are used to pay salary/benefits for the EL Coach, salary/benefits for 3 EL Technical Assistants, professional development and equitable services to the non-public schools - St. Thomas (\$2,442) and St. Vincent (\$7,548). Equitable service calculations are determined by a per pupil amount per the IDOE for each English learner at each participating non-public school. | 8/31/0022 |



TO: DR. STEVEN THALHEIMER
FROM: MS. MAGGIE LOZANO
DATE: AUGUST 9, 2022

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **Agreement** – We recommend the approval of a consent agreement regarding unpaid time.
- b. **Administrative Appointment** – The administration recommends confirmation of the following administrative appointments:

| | |
|--------------------------|--|
| Lindsey Brander | ESC/Asst Superintendent of Student Services |
| Heather Burton | Osolo/Principal |
| Rhiannon Harrison | ESC/Director of English Learners |
| Helen Stegmann | West Side/Assistant Principal |

- c. **New Certified Staff** – We recommend the following new certified staff for employment in the 2022-23 school year:

| | |
|------------------------------|--|
| Todd Efsits | Freshman Division/Language Arts |
| Stephanie Elam Garcia | North Side/Career Readiness |
| Sherri Holston | Daly/Grade 4 |
| Emma Irvine | Pinewood/Grade 4 |
| Brian Jamison | Pierre Moran/Career Readiness |
| Steven McGrath | Pierre Moran/Math |
| Sara Paul | West Side/Social Studies |
| Wendy Sandoval | Woodland/Grade 3 |
| Sidney Shafer II | Elkhart High/Business Education |

Lauren VanGoey

Elkhart High ETI/STEM Coordinator

Cortney Wesdorp

Beardsley/Kindergarten

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

Christina Grubb

Elkhart High/Physical Education

31 Years of Service

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

Jenna Carper

Began: 8/13/19

Freshman Division/Special Education

Resign: 5/27/22

Karl Columbus

To Begin: 8/8/22

West Side/Math

Declined: 7/28/22

Anissa Hakim

Began: 8/4/15

Roosevelt/Grade 2

Resign: 5/27/22

Charlette Hawkins

Began: 8/13/14

West Side/Special Education

Resign: 5/27/22

Joshua Hren

Began: 8/2/16

Elkhart High A & C/Music

Resign: 5/27/22

Radwan Khatib

To Begin: 8/8/22

Pierre Moran/Music

Resign: 7/29/22

Kimberly Ross

Began: 9/1/21

West Side/Art

Resign: 5/27/22

Scott Sekal

Began: 8/27/09

Freshman Division/Physical Education

Resign: 5/27/22

Troy Smith

Began: 8/23/04

Cleveland/Grade 6

Resign: 5/27/22

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

Caroline Stopiak

Begin: 8/22/22

Monger/Physical Education

End: 9/9/22



CLASSIFIED

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

Anntionette Cotton

Began: 6/13/22

Woodland/Custodian

PE: 8/9/22

Michael Popyk

Began: 6/13/22

Building Services/Custodian

PE: 8/9/22

Jody Slater

Began: 6/13/22

Commissary/Chef

PE: 8/9/22

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

Cathy Bell

Began: 12/8/21

Pierre Moran/Food Service

Resign: 5/27/22

Jodi Buckhout

Began: 2/14/22

North Side/Food Service

Resign: 5/27/22

Jessica Chupp

Began: 9/27/16

Osolo/Food Service

Resign: 5/27/22

Desiree Diliberti

Began: 10/4/21

West Side/Food Service

Resign: 5/27/22

Karen Fraire Vargas

Began: 8/27/18

Monger/Food Service

Resign: 5/27/22

Amanda Gower

Began: 8/16/18

Cleveland/Paraprofessional

Resign: 5/27/22

Robert Hostetler Jr

Began: 4/11/22

Building Services/Custodian

Resign: 7/27/22

Lindsay Waite

Began: 1/6/20

Career Center/Technical Assistant

Resign: 5/27/22

Diana Whetstone

Began: 1/27/22

Cleveland/Food Service

Resign: 5/27/22



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

Barbara Foster

Began: 8/23/93

Freshman Division/Paraprofessional

Retire: 5/27/22

28 Years of Service

Unpaid Leave – We recommend an unpaid leave for the following employees:

Leslee Gage

Began: 8/11/22

Woodland/Social Worker

End: 5/26/23

Shannon Yoder

Began: 8/11/22

Feeser/Paraprofessional

End: 9/23/22



| | |
|---------------|---|
| Book | Policy Manual |
| Section | 2000 Program |
| Title | PROPOSED REVISED NON-DISCRIMINATION AND ANTI-HARASSMENT ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES |
| Code | po2266 (includes suggestions made during the 7/26/22 BST meeting) |
| Status | |
| Adopted | January 12, 2021 |
| Last Reviewed | August 9, 2022 |

2266 - **NON-DISCRIMINATION AND ANTI-HARASSMENT ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES**

TITLE IX

A. RESTATEMENT OF POLICY PROHIBITING DISCRIMINATION AND HARASSMENT ON THE BASIS OF SEX.

The Board of School Trustees of Elkhart Community Schools noting the adverse effects discrimination and harassment can have on student academic progress, social relationship, and/or personal sense of self-worth; along with workplace satisfaction and effective performance of defined employment responsibilities does not discriminate on the basis of sex in its educational programs and activities, including employment and admissions. **Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationships, and/or personal sense of self-worth.**

All forms of ~~sex-based~~ discrimination, including sexual harassment, are prohibited pursuant to Board Policies 2260 and 3122ACS. **This policy addresses only sexual harassment as defined by Title IX of the Education Amendments of 1972 ("Title IX") which prohibits sex (including pregnancy, sexual orientation, and gender identity) discrimination in any education program or activity receiving federal financial assistance.**

B. TITLE IX SEXUAL HARASSMENT POLICY.

1. Application of This Policy.

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

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

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

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

property, and/or subject to other consequences, as appropriate.

This policy applies to all School Corporation operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school grounds immediately before, during, or immediately after school hours; in any school program or activity taking place in school facilities, on school transportation, or at other off-campus locations, such as school-sponsored field trips or a training program; or using property or equipment provided by the school, including school-owned computers and the school's computer network.

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

The following person(s) is/are designated as the Corporation's Title IX Coordinator(s) and, as such, shall handle inquiries regarding the sexual harassment and address any complaint:

District Counsel/Chief of Staff

2720 California Road
Elkhart IN 46514
574-262-5517

Assistant Superintendent of Exceptional Learners

2720 California Road
Elkhart IN 46514
574-262-5860

2. Definitions.

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

- a. **"Actual knowledge"** occurs when ~~the District's Title IX Coordinator or~~ ANY employee of one of the District's schools (other than a "respondent" or alleged harasser) receives a notice, report, or information or becomes aware of sexual harassment or allegations of sexual harassment.
- b. **"Complainant"** is an individual who is alleged to be the target or victim of conduct which could constitute sexual harassment, whether or not this person files a report or formal complaint.
- c. **"Days"** shall mean instructional work days. ~~(i.e. days when district administrative offices are open for business).~~
- d. **"Decision Maker"** means persons tasked with: the responsibility of making initial determinations of responsibility (at times referred to as "initial decision-maker"); ~~or the responsibility to decide any appeal (at times "appeals decision-maker")~~ with respect to formal complaints of sexual harassment in accordance with the Title IX Grievance Process.
- e. **"Determination of Responsibility"** is the formal finding by the decision-maker on each allegation of Sexual Harassment contained in a Formal Complaint the Respondent did or did not engage in conduct constituting Sexual Harassment Under Title IX.
- f. **"Formal Complaint"** means a document filed by a complainant, the complainant's parent/guardian, or the Title IX Coordinator, alleging sexual harassment against a respondent, and requesting the district investigate the allegation of sexual harassment.
- g. **"Respondent"** is an individual who is reported to be the individual accused of conduct which could constitute sexual harassment.
- h. **"Sexual harassment"** prohibited under Title IX and by this policy is conduct on the basis of sex (including, without limitation, gender, sexual orientation, and/or gender identity), occurring in a school system education program or activity that satisfies one or more of the following:
 1. A school district employee conditioning the provision of an aid, benefit, or service of an education program or activity on an individual's participation or refusal to participate in unwelcome sexual

conduct ~~irrespective of whether the conduct is welcomed by the student or other employee;~~

2. Unwelcome ~~sex-based/related~~ conduct determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive it effectively denies a person equal access to the education program or activity ~~(this standard requires consideration of all the facts and circumstances, including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority); OR~~
3. Sexual assault, dating violence, domestic violence, or stalking as defined in ~~state or~~ federal law.

The term "consent" as applicable to this procedure shall mean an individual voluntarily agreeing, by words or actions, to the proposal of another individual. An individual may be incapable of consent due to mental or physical incapacitation. The vast majority of Corporation students are incapable of giving consent to sexual contact, because Indiana law generally establishes the age of consent as 16.

4. ~~Behaviors constituting sexual harassment may include, but are not limited to:~~
 1. ~~Sexually suggestive remarks or jokes;~~
 2. ~~Verbal harassment or abuse;~~
 3. ~~Displaying or distributing sexually suggestive pictures, in whatever form (e.g., drawings, photographs, videos, irrespective of format);~~
 4. ~~Sexually suggestive gesturing, including touching oneself in a sexually suggestive manner in front of others;~~
 5. ~~Harassing or sexually suggestive or offensive messages written or electronic;~~
 6. ~~Subtle or direct propositions for sexual favors or activities;~~
 7. ~~Touching of a sexual nature or groping; and~~
 8. ~~Teasing or name-calling related to sexual characteristics or the belief or perception an individual is not conforming to expected gender roles or conduct.~~

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

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

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

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

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

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

4. Increased monitoring or supervision.

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

3. Title IX Coordinator.

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

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

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

The following person(s) is/are designated as the Corporation's Title IX Coordinator(s) and, as such, shall handle inquiries regarding the sexual harassment and address any complaint:

District Counsel/Chief of Staff
2720 California Road
Elkhart IN 46514
574-262-5517

Assistant Superintendent of Exceptional Learners
2720 California Road
Elkhart IN 46514
574-262-5860

4. Training.

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

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

prejudgment of the facts, conflicts of interest, and bias.

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

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

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

5. Confidentiality.

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

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

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

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

- ~~a. Any individual who has made a report or complaint of sex discrimination;~~
- ~~b. Any individual who has made a report or filed a formal complaint of sexual harassment;~~
- ~~c. Any complainant;~~
- ~~d. Any individual who has been reported to be the perpetrator of sex discrimination;~~
- ~~e. Any respondent; and~~
- ~~f. Any witness.~~

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

6. Retaliation Prohibited.

Retaliation against any person who makes a report or complaint, or against any person who assists, participates, or refuses to participate in any investigation of an act alleged in this Policy is prohibited. Actions taken in response to **materially** false statements made in bad faith, or to submitting materially false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A finding of responsibility alone is insufficient to conclude a person made a **materially** false statement in bad faith. Complaints of retaliation with respect to reports or formal complaints of sexual harassment shall be filed under the District's general grievance process. The Corporation will make all possible efforts to prevent retaliation against individuals reporting discrimination or harassment or participating in related proceedings. The Corporation will respond promptly and appropriately to address continuing or new problems. Any person may report suspected retaliation to the District's Title IX coordinators.

7. Conflict of Interest.

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

8. Dissemination and Notice.

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

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

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

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

9. Records and Record-Keeping.

- a. For each report or formal complaint of sexual harassment, ECS, through the Title IX Coordinator, must create, and maintain for seven (7) years, record of:

1. Any actions, including any supportive measures;
2. The basis for the District's conclusion that its response was not deliberately indifferent; and
3. Documentation which:
 - a. If supportive measures were provided to the complainant, a description of the supportive measures taken designed to restore or preserve equal access to the ECS education program or activity; or
 - b. If no supportive measures were provided to a complainant, explains the reasons why such a response was not clearly unreasonable in light of the known circumstances.

- b. In addition, ECS shall maintain the following records for a minimum of seven (7) years:

Records for each formal complaint of sexual harassment, including:

1. Any determination regarding responsibility, including dismissals;
2. Any disciplinary sanctions imposed on the respondent;
3. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
4. Any appeal and the result there from;
5. Any informal resolution process and the result there from;

6. All materials used to train Title IX Coordinators, investigators, and decision-makers.

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

a. Report of Sexual Harassment.

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

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

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

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

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

b. District Response to Report of Sexual Harassment.

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

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

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

c. Formal Complaints.

Pursuant to federal regulations, and this Policy, a formal complaint that contains an allegation of sexual harassment and a request that the District investigate the allegations is required before ECS may conduct a formal investigation of sexual harassment or take any action (other than supportive measures) against a person accused of sexual harassment. Once a formal complaint of sexual harassment is received by the Title IX Coordinator, s/he shall commence the Title IX Grievance Process set out in **Section §C** below. The process for filing a formal complaint is set forth in **Section §C-1**. **Even in instances where a Complainant chooses not to file a formal complaint, supportive measures may continue at the discretion of the Title IX Coordinator.**

d. Limitation on Disciplinary Action.

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

completed.

e. **Emergency Removal and Administrative Leave.**

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

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

C. **TITLE IX GRIEVANCE PROCESS.**

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

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

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

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

Although there is no time limit per se to filing a formal complaint, for complaints initiated by the complainant or his/her parent/guardian, the complainant must be employed by ECS or participating in or attempting to participate in the education program or activities of ECS at the time of filing. Additionally, although ECS will initiate the Title IX Grievance Process regardless of when the formal complaint is submitted, delays in reporting may significantly impair the ability of ECS officials to investigate and respond to the allegations. **While there is no deadline by which a Complainant must file a formal complaint, the Corporation encourages Complainants to submit a formal complaint within ten (10) days of the incident(s). In instances where enough time has passed that the Corporation cannot gather evidence, the Corporation may not be able to investigate.**

The Corporation will offer supportive measures to a Complainant who is the subject of an anonymous report. However, should a Complainant desire to initiate the grievance process, the Complainant cannot remain anonymous or prevent the Complainant's identity from being disclosed to the Respondent.

At a minimum, a formal complaint must:

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

- c. request an investigation of the matter; and
- d. be signed by the complainant or otherwise indicate that the complainant is the person filing the complaint.

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

2. Initial Steps and Notice of Formal Complaint.

The Title IX Coordinator will provide notice to the complainant and the complainant's parent/guardian (if the complainant is a non-eligible student under FERPA), and to the respondent (if known) and the respondent's parent/guardian (if the respondent is a non-eligible student under FERPA), as well as to any other known parties, of the following:

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

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

- a. **Copies and Notices.** Except as specifically stated elsewhere in this Policy, for any document, information, or material required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the District official charged with the specific function under this Policy (e.g., Title IX Coordinator, Superintendent, investigator, decision-maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the

minor's parent/guardian. Copies should also be sent to a party's advisor if the information for the advisor has been previously communicated to the sending party. (Under federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party's advisor. See **Sections §§C-5-c, and C-5-d**).

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

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

4. **Timeframe of Grievance Process.**

ECS shall make a good faith effort to conduct a fair, impartial grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will

be concluded through at least the determination of responsibility decision within ninety (90) days after filing the formal complaint. In more complex cases, the time necessary to complete a fair and thorough investigation or other circumstances mean a determination of responsibility cannot reasonably be made within that timeframe.

a. Summary of Grievance Process Timeline.

1. Investigation 20 +/- days as the complexity of the case demands(Section §C-5-a)
2. 10 days for parties reviewing evidence information prior to conclusion of investigation
3. 10 days after receiving investigative report for parties to respond to report
4. 10 days for decision-maker to allow initial questions
5. 10 days for responses to questions
6. 10 days for questions and responses to follow-up questions.
7. 10 days for determination of responsibility decision
8. 10 days for appeal (6 additional days for administrative steps)
9. 10 days for argument/statement challenging or supporting determination
10. 10 days for decision on appeal

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

5. Investigation.

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

- a. The Title IX Coordinator may conduct the investigation, or, in consultation with the Superintendent, designate another qualified person to investigate. The investigation and investigator must:
1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. (Evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove someone other than the respondent committed the conduct alleged by the complainant, or if the evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent.)
 2. Ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on either of the parties.
 3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
 4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
 5. Provide the parties with the same opportunities to have others present during any interview or other part of the investigation, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The investigator may restrict any others from participating, as long as the restrictions apply equally to both parties. The parties may be accompanied to any meeting or proceeding related to the investigation by an advisor of their choice, who may be, but is not required to be an attorney. Apart from a union representative accompanying an

employee who is a party, employees are discouraged from serving as advisors to students. Advisors may not present on behalf of the party they accompany and should request or wait for a break in the meeting if they wish to interact with the Title IX Coordinator or investigator. Advisors may confer quietly with Parties as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the party and their advisors should ask for a break or step out of the meeting. An advisor who disrupts the process will receive one warning, after which if continued disruption occurs, the advisor will be removed from the meeting/proceeding. In such an event, the parties will be given the opportunity to reschedule and be accompanied by another advisor.

6. Provide, to a party (e.g., respondent or complainant – and parent/guardian as appropriate) whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all ~~hearings,~~ investigative interviews, or other meetings, with sufficient time for the party to prepare to participate within the timeframes established in Section §C-4, above.
 7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, provided the party agrees to not disclose the evidence as detailed below.
- b. Prior to completion of the investigative report, ECS, through the Title IX Coordinator, must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties and any advisors must execute the provided non-disclosure agreement before they may receive the evidence for review. Following the execution of the non-disclosure agreement, the Title IX Coordinator will send to each party and party's advisor, if applicable, the evidence subject to inspection and review in an electronic format or hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. Failure to sign the non-disclosure agreement may result in the party and/or their advisor not receiving an electronic or hard copy of the evidence or investigation report.
 - c. The investigator must prepare a written investigative report that fairly summarizes relevant evidence, including, without limitation, witness credibility, discrepancies, inculpatory and exculpatory information, and relevant District policies, guidelines, rules and regulations, and the manner in which the same were made known to the pertinent school populations or specific parties. The investigative report shall include a description of the procedural steps taken, starting with the receipt of the formal complaint, and continuing through the preparation of the investigative report, including any notifications to the parties, interview with parties and witnesses, site visit, and methods used to gather evidence.
 - d. The investigator shall provide the investigative report in hard copy or electronic format to the Title IX Coordinator (if applicable), to each party and each party's advisor, if any. Each party will have ten(10) days from receipt to provide the Title IX Coordinator a written response to the investigative report.
 - e. ~~It serves all parties when investigations proceed diligently and conclude within a reasonable time, which may vary case by case. In most cases, it is expected that the investigator will conclude the initial investigation, and provide the parties the evidence and other information required under §C-5-b. Not more frequently than every other week, any party may request the Title IX Coordinator to obtain and provide the parties with a basic status report on the investigator's progress toward completion. In most cases, the investigator should conclude the investigation within ten (10) to twenty (20) days after receiving a Formal Complaint.~~

6. Determination of Responsibility and Initial Decision Maker.

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

- a. Prior to making a determination of responsibility, the initial decision-maker will afford each party ten (10) days to submit written, relevant questions to the initial decision-maker that the party wants asked of any party or witness.
- b. The initial decision-maker may ~~must explain to the party proposing the questions any decision to~~ exclude a question as not relevant. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

- c. The initial decision-maker will provide the questions to the party/witness, with copies to each party, and provide no less than ten (10) days for written responses, likewise to be provided to each party.
- d. The initial decision-maker will provide five (5) days each for supplementary, limited follow-up questions and five (5) days for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.
- e. The initial decision-maker may not make any credibility determinations based on the person's status as a complainant, respondent, or witness.
- f. The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- g. The initial decision-maker may impose disciplinary sanctions and remedies as described in Section **Section §C-3-g**, above.
- h. The standard to be used for formal complaints in determining whether a violation has occurred and/or that the respondent is responsible is the preponderance of the evidence standard, which is only met when the party with the burden convinces the fact finder (the initial decision-maker) that there is a greater than 50% chance that the claim is true (i.e., more likely than not).
- i. The initial decision-maker must issue a written determination/decision within ten (10) days after the close of the period for responses to the last round of follow-up questions. The written "Initial Determination of Responsibility" must include:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the Initial Determination of Responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the applicable ECS codes of conduct, policies, administrative regulations, or rules to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether or not the respondent is responsible for sexual harassment), and any disciplinary sanctions or remedies; and
 - 6. The District's procedures and permissible bases for the complainant and respondent to appeal (as set forth in **Section §C-8**, below).
- j. The decision-maker shall provide the Initial Determination of Responsibility to the Title IX Coordinator, the Superintendent, and the parties simultaneously. **The disclosure of the Initial Determination of Responsibility or any of its contents may be considered a violation of the student or employee code of conduct.**

7. Dismissal of a Formal Complaint.

- a. The District must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:
 - 1. Would not constitute sexual harassment, even if proved;
 - 2. Did not occur in the District's education program or activity; or
 - 3. Did not occur against a person in the United States.
- b. The District may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or determination of responsibility stage(s):
 - 1. A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

2. The respondent is no longer enrolled or employed by the District; or
 3. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- c. Prior to dismissal of a complaint, the person responsible at that stage shall consult with the Superintendent.
 - d. Upon dismissal of a formal complaint, the District must promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.

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

8. Appeals Process.

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

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

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

- c. Within three (3) days of receipt of the written appeal, the Superintendent shall appoint a decision-maker for appeal ("appeals decision-maker"), who must have adequate training as provided in [Section §B-4](#), be free from conflict of interest as provided in [Section §B-7](#), and may not be the same person as the initial decision-maker, the person who ordered dismissal, the investigator(s), or the Title IX Coordinator. Upon the appointment of the appeals decision-maker, the Superintendent shall provide a Notice of Appeal to each party and to the Title IX Coordinator, with a copy of the written appeal. The Notice of Appeal must include information about all deadlines and timeframes in the appeal stage.
- d. Each party shall have ten (10) days from the date the Notice of Appeal is delivered to the parties to submit to the appeals decision maker a written statement, with copies to the Superintendent, Title IX Coordinator, and other party a statement ("appeal statement") in support of, or challenging, the determination of responsibility or dismissal.
- e. Each party shall provide copies of the appeal statement to the other party, the Superintendent, and the Title IX Coordinator at the same time the appeal statement is given to the appeals decision-maker. If the basis of the appeal is newly available evidence affecting the outcome, the party shall submit such evidence or a summary of such evidence along with the party's appeal statement.
- f. The appeals decision-maker may refer an appealed issue back to a prior point in the grievance process, with written notice to the parties, the Superintendent and the Title IX Coordinator.

- g. The appeals decision-maker shall provide a written appeals decision after considering the record and the parties' appeal statements. The appeals decision maker will only overturn the Initial Determination of Responsibility upon a conclusion that it was clearly erroneous (i.e., either made on unreasonable grounds, or without any proper consideration of the circumstances). If the basis or one of the bases for the appeal was new evidence, the appeals decision-maker may either make a determination of responsibility regarding that evidence, or refer it back to the appropriate stage of the Title IX Grievance Process. The written appeals decision will describe the result(s) of the appeal and the rationale, with copies provided to the parties, Superintendent and Title IX Coordinator, no more than ten (10) days after receiving the last of the parties' written statements per **Section §C-8-e**.

9. Finality of Determination of Responsibility.

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

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

10. Informal Resolution.

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

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

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| Book | Policy Manual |
| Section | 3000 Personnel |
| Title | PROPOSED REVISED PROFESSIONAL STAFF FRINGE BENEFITS (ADMINISTRATORS) |
| Code | po3421.04A (as presented during the 7/26/2022 BST meeting) |
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3421.04A - **PROFESSIONAL STAFF FRINGE BENEFITS (ADMINISTRATORS)**

SECTION 1. Injury Arising Out of Employment Relationship.

- A. If an administrator is injured in the performance of duties within the scope of employment with the Elkhart Community Schools, and it is believed the injury may interfere with the administrator's ability to carry out required duties, the administrator may apply to the Board for a leave of absence not to exceed six (6) months with no loss of salary or contract rights. In considering the leave request, the Board will determine whether the administrator's physical condition prevents the carrying out of any administrative duties; will consider the status of any worker's compensation or other disability benefit claims; and may further require that the administrator provide whatever other information the Board determines may be necessary. If the administrator receives worker's compensation or other disability benefits for any portion of the time period for which he or she is paid Salary Continuation, the amount of salary will be reduced by an amount equal to the worker's compensation or disability income benefits received. The Board may also require the administrator to obtain physical examinations, at the Board's discretion and at the Board's expense, from a health care provider selected by the Board.
- B. Time required for appearance before a judicial body or legal authority involving a case in which an administrator was physically injured while acting in the course and scope of his or her employment shall result in no loss of wages or reduction of leave.

SECTION 2. Suits Arising Out of Employment Relationship.

- A. Any case of alleged battery upon an administrator resulting from or related to the discharge of his or her duties shall be promptly reported to the Board. The Board shall provide legal counsel to advise the administrator of his or her rights and obligations with respect to such alleged battery.
- B. In a civil case where an administrator is sued because of an incident arising out of the discharge of his or her duties, the Board will defend such administrator pursuant to its powers under the Indiana General School Powers Act of 1965, and within its limitations I.C. 20-26-5-4-(17) to wit:
- To defend a member of the governing body or any employee of the school corporation in any suit arising out of the performance of the member's or employee's duties for or employment with, the school corporation, if the governing body by resolution determined that the action was taken in good faith. To save any member or employee harmless from any liability, cost or damage in connection with the performance, including the payment of legal fees, except where the liability, cost or damage is predicated on or arises out of the bad faith of the member or employee, or is a claim or judgment based on the member's or employee's malfeasance in office or employment.
- C. In cases where criminal charges are alleged against an administrator, 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. The Attorney General of Indiana has given an opinion which prevents the Board's attorney from defending the administrator in any case involving criminal charges.

SECTION 3. Insurance

A. Health

In addition to the administrative salary schedule set forth in Board Policy 3421.01A, the Elkhart Community Schools contributes toward a policy for each administrative employee, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans provided by the Board.

B. Life

All administrators shall be provided a group term life insurance policy with a face value equal to the annual salary of each administrator rounded up to the next thousand dollars multiplied by two (2). The Board will pay ninety percent (90%) of the annual cost of the insurance.

C. Disability

All administrators who qualify shall be provided a long-term disability insurance policy. Such policy will provide payment of not less than sixty-six and two-thirds (66-2/3) percent of salary not to exceed the established maximum monthly benefit after a waiting period of ninety (90) calendar days of disability. The Board will pay ninety percent (90%) of the annual cost of the insurance.

D. Liability - Automobile

All administrators, who drive their personal automobile or school corporation automobile while performing job duties and responsibilities, will be provided a \$100,000/\$300,000 liability insurance policy. Except for school-owned automobiles such policy will be secondary coverage, commencing after the first \$100,000/\$300,000 coverage of such administrator's personal policy is exhausted.

SECTION 4. Professional Membership Reimbursement

Effective July 1, 2007, all administrators shall be reimbursed (up to a maximum of \$1,500 per year) for professional travel, approved course work, and membership dues paid to professional educational organizations or service clubs subject to approval by the Superintendent or his designee.

SECTION 5. Severance, Retirement, Total Disability & Death Benefits

A. Definitions

1. "Retirement" is defined as the mutually agreeable cessation of the employment relationship between an administrator and Elkhart Community Schools by an administrator who has met the retirement eligibility requirements established by the Indiana Public Retirement System (INPRS) ~~made written application for TRF or PERF benefits.~~
2. "Severance" is defined as the mutually agreeable cessation of the employment relationship between an administrator and Elkhart Community Schools.
3. An "administrator" is any employee currently employed in a position whose salary is governed by policy 3421.01A.
4. A "dependent spouse" is the spouse of the retiring administrator at the time of retirement. This term shall also include the surviving spouse of said administrator so long as the spouse remains unmarried.

B. Eligibility Requirements

1. Retirement

Any administrator ~~who has served in the Elkhart Community Schools for ten (10) years, and~~ who is serving in such capacity at the time of retirement, will be eligible for retirement benefits provided the following conditions are met:

- a. The administrator has reached the age of fifty-five (55) years, or forty-nine (49) years as of May 1, 2019;
- b. served in the Elkhart Community Schools for ten (10) years or has met the eligibility requirements established by INPRS; and
- c. ~~The administrator shall notify~~ notified the Superintendent in writing of his or her intent to retire no later than twelve (12) months before the effective date of such retirement. This notice may be waived by the Board.

2. Severance

Any administrator who has served in the Elkhart Community Schools for ten (10) years, has reached the age of fifty (50) years and is serving as an administrator at the time of severance will be eligible for severance benefits.

3. Disability or Death Prior to Age Fifty (50)

The administrator who becomes permanently disabled (physically or mentally) or dies prior to age fifty (50) and has met the ten (10) year requirement shall be paid severance benefits under this policy. Benefits will be paid at the time of disablement and in the case of death, benefits will be paid to the decedent's estate.

SECTION 6. Retirement Benefits

A. Health Insurance

1. Administrators retiring prior to July 1, 2006, or giving irrevocable Notice of Intention to Retire on or before May 1, 2006.

- a. The retiring administrator or dependent spouse may participate in all or any part of the health insurance program (except long-term disability) through age seventy (70) at the same cost as for contracted administrators.
- b. This benefit will be discontinued if the retired administrator becomes employed on a full-time school or calendar year basis, or if through other employment qualifies for health insurance benefits. The Board reserves the right to request information related to the employment status of the retired administrator.

2. Administrators retiring subsequent to July 1, 2006, who did not provide an irrevocable Notice of Intention to Retire on or before May 1, 2006.

An administrator who retires from the Elkhart Community Schools and who satisfies the provisions of Section 5-B-1 of this policy may use the amounts held in his/her separate VEBA account, established pursuant to applicable resolutions adopted by the Board of School trustees and this policy, to pay the full cost of health insurance offered by the Board to its employees provided the following conditions are met:

- a. Immediately following retirement, the administrator and his/her spouse, if any, shall have the option of remaining in the Corporation'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 administrator and spouse, if any, remain enrolled in the health insurance plan, the retired administrator 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 administrator has provided a written request to Elkhart Community Schools for continuing insurance coverage for the administrator and spouse, if any.
- b. When a retired administrator becomes eligible for Medicare, the administrator's eligibility to continue to participate in the Corporation'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 administrator's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with the applicable federal and state laws that establish an eligible administrator's right to continue health insurance for the administrator and spouse.

B. Life Insurance

The retiring administrator may participate in the group term life insurance policy through age seventy (70) (exception, not to include accidental death or dismemberment) in an amount equal to the life insurance, as per Section 3-B, by paying one hundred percent (100%) of the group rate premium for life insurance in excess of that provided in the following schedule:

1. Period through age sixty-five (65) - Equal to last contract salary
2. Period age sixty-six (66) through seventy (70) - \$10,000
3. Age seventy-one (71) and beyond - \$0

C. Financial Benefits for Administrators who gave an irrevocable Notice of Intention to Retire on or before May 1, 2006.

Option 1.

1. Benefits for years as a non-administrative employee shall be computed on the basis of one-half percent (.5%) of the administrator's highest administrative salary times the number of years employed in Elkhart Community Schools prior to becoming an administrator. Benefits for years employed as an administrator shall be computed on the basis of two percent (2.0%) of the administrator's highest administrative salary times the number of years employed in an administrative position in the Elkhart Community Schools. For retirees with Elkhart Community Schools administrative experience that equals twenty (20) years or more, the computation shall be made on the basis of two and one-half percent (2.5%) of the highest administrative salary.
2. In addition, the retiring administrator will be paid an amount equal to thirty percent (30%) of the administrator's last year's salary. The maximum amount of this benefit which an administrator may choose to have included as part of the final employment contract is \$2,000 for TRF purposes and the remainder of his or her benefit will be paid to the administrator during his or her last year of employment.

Option 2.

Benefits shall be computed under the terms of the Teacher's Master Contract using the teacher's base salary from Appendix A of the Master Contract, the teachers' maximum days accumulation, and the administrator's final year daily rate.

D. Non-Elective 403(b) Program for Administrators who gave an irrevocable Notice of Intention to Retire on or before May 1, 2006.

Effective January 1, 2002, a Non-Elective 403(b) Program ("Program") is established. The Employer will make payments into this Program on behalf of administrators who are eligible for retirement benefits as provided below. An administrator may qualify to receive the financial benefits for retirement, but not under both severance and retirement.

Total financial benefits for an eligible administrator, as computed in Section 6-C, shall be paid to the administrator in the following manner:

1. All contributions to the administrator's "401(a) Plan" plus an assumed rate of return equal to the fixed-rate account of the "401(a) Plan" vendor plus one-half percent (0.5%) shall be deducted from the total financial benefits computed for severance or retirement. For the purposes of this calculation, the rate of return of the fixed-rate account will be revised annually on July 1st.
2. From the remaining benefit, up to \$2,000 (or the maximum allowable amount established by Indiana State Teachers Retirement Fund, or the Indiana State Public Employees Retirement Fund) shall be paid to the administrator in a lump sum payment as wages.
3. Any remaining benefit will be paid into the administrator's non-elective 403(b) account, subject to the limitations imposed by applicable law. In the event that an administrator's total remaining benefit exceeds the amount permitted by law, the maximum allowable payment will be made into the administrator's non-elective 403(b) account, and any remaining benefit will be paid directly to the administrator as wages.

E. 401(a) Retirement Plan for Administrators under contract as an administrator during the 2005-2006 school term, not covered by Sections C & D.

The Board of School Trustees shall establish a qualified 401(a) Retirement Plan for each administrator employed under contract as an administrator during the 2005-2006 school term. An administrator must meet the requirements of Section 5-B-1 of this policy to be vested in the 401(a) Retirement Plan.

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

1. The amount calculated for each administrator will be invested in a separate account. There will be no co-mingling of accounts and each administrator 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. In addition to the foregoing contribution, the Elkhart Community Schools will contribute one-half percent (.5%) of each administrator's monthly base salary effective July 1, 2007.
2. Until such time that the administrator has properly retired from employment with Elkhart Community Schools by having given a proper written notice and actually retiring from employment, the administrator shall have no access to the assets held in his or her separate 401(a) Retirement Plan account.
3. If an Administrator or Executive Assistant dies or severs employment before satisfaction of the vesting requirements set forth in this agreement, the terminated employee's 401(a) Retirement Plan account shall be forfeited. 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. Therefore, the 401(a) Retirement Plan accounts of the following Administrators and Executive Assistants will not share in the reallocation of a forfeiture of a 401(a) Retirement Plan account:

- a. Administrators and Executive Assistants who forfeited their 401(a) Retirement Plan accounts in the same year.
- b. Administrators and Executive Assistants who previously forfeited their 401(a) Retirement Plan accounts.
- c. Administrators and Executive Assistants who have attained the age of fifty-nine (59) and terminate employment in or before the year of reallocated forfeiture.

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

4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired administrator may elect to commence distributions from his 401(a) Retirement Plan account. If an employee dies after having satisfied the requirement of this policy, the deceased administrator's 401(a) Retirement Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate, if no beneficiary has been made. At no time may a participant borrow from his 401(a) Retirement Plan account.

SECTION 7. Severance Benefits

A. Administrators who gave the Board an irrevocable Notice of Intention to Retire on or before May 1, 2006, shall be entitled to the following:

1. Financial Benefits

The administrator who qualifies for severance benefits will be given the following benefits:

- a. One-half percent (.5%) of the highest administrative salary times the number of years employed in the Elkhart Community Schools prior to becoming an administrator, and;
- b. Two percent (2.0%) of the highest administrative salary times the number of years employed in an administrative position.

2. Non-Elective 403(b) Program

Effective January 1, 2002, a Non-Elective 403(b) Program ("Program") is established. The Employer will make payments into this Program on behalf of administrators who are eligible for severance benefits as provided below. An administrator may qualify to receive the financial benefits for severance but not under both severance and retirement.

Total financial benefits for an eligible administrator, as computed in Section 7-A, shall be paid to the administrator in the following manner:

- a. All contributions to the administrator's "401(a) Plan" plus an assumed rate of return equal to the fixed-rate account of the "401(a) Plan" vendor plus one-half percent (0.5%) shall be deducted from the total financial benefits computed for severance or retirement. For the purposes of this calculation, the rate of return of the fixed-rate account will be revised annually on July 1st.
- b. From the remaining benefit, up to \$2,000 (or the maximum allowable amount established by Indiana State Teachers Retirement Fund, or the Indiana State Public Employees Retirement Fund) shall be paid to the administrator in a lump sum payment as wages.
- c. Any remaining benefit will be paid into the administrator's non-elective 403(b) account, subject to the limitations imposed by applicable law. In the event that an administrator's total remaining benefit exceeds the amount permitted by law, the maximum allowable payment will be made into the administrator's non-elective 403(b) account, and any remaining benefit will be paid directly to the administrator as wages.

B. Administrators under contract as an administrator during the 2005-2006 school term who did not give an Irrevocable Notice of Intention to Retire

The employer shall establish a qualified 401(a) Severance Plan for each administrator employed under a contract as an administrator during the 2005-2006 school term who did not give an irrevocable Notice of Intention to Retire on or before

May 1, 2006. The total sum of the amount calculated by Educational Services Corporation as the present value of severance benefits calculated under the terms of this policy in effect on January 1, 2006, shall be contributed to each administrator's individual Severance Plan. In addition to the foregoing contribution, the Elkhart Community Schools will contribute one-half percent (.5%) of each administrator's monthly base salary effective July 1, 2007.

An administrator must meet the requirements of Section 5-B-2 of this policy to be vested in the 401(a) Severance Plan.

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

1. The amount calculated for each administrator will be invested in a separate account. There will be no co-mingling of accounts and each administrator may determine how his/her account shall be invested among the investment options made available by the investment vendor for this 401(a) Severance Plan.
2. Until such time that the administrator has properly severed employment by having given a proper written notice and actually severing employment, the administrator shall have no access to the assets held in his/her separate 401(a) Severance Plan account.
3. If an Administrator or Executive Assistant dies or severs employment before satisfaction of the vesting requirements set forth in this policy, the terminated employee's 401(a) Severance Plan shall be forfeited. 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. Therefore, the 401(a) Severance Plan accounts of the following Administrators and Executive Assistants will not share in the reallocation of a forfeiture of a 401(a) Severance Plan account.
 - a. Administrators and Executive Assistants who forfeited their 401(a) Severance Plan accounts in the same year
 - b. Administrators and Executive Assistants who previously forfeited their 401(s) Severance Plans
 - c. Administrators and Executive Assistants who have attained the age of fifty-nine (59) and terminate employment in or before the year of reallocated forfeiture.

The 401(a) Severance Plan accounts of Administrators and Executive Assistants who have attained the age of fifty-nine (59), but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

4. 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 administrator shall be treated as a "new employee" and only be entitled to the benefit for administrators hired subsequent to July 1, 2006. However, if the Board approves a leave of absence for an administrator, such period of leave shall not result in a forfeiture, provided the administrator promptly returns to employment upon expiration of the period of leave.
5. Following severance and the satisfaction of the requirements set forth in this policy, the severed administrator may elect to commence distributions from his/her 401(a) Severance Plan account. If an administrator dies after having satisfied the vesting requirements of this policy, the deceased administrator's 401(a) Severance Plan account shall be distributable 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/her 401(a) Severance Plan account.

SECTION 8. Disability Benefits

A. Health Insurance

1. A disabled administrator who is not otherwise eligible for retirement or severance, who severs employment as a result of his/her disability, may participate in all or any part of the health insurance program (except long-term disability) until eligible for Medicare at the same cost as for contracted administrators.
2. This benefit will be discontinued if the disabled administrator becomes employed on a full-time school or calendar year basis, or if through other employment qualifies for health insurance benefits. The Board reserves the right to request information related to the employment status of the disabled administrator.

B. Life Insurance

The disabled administrator may participate in the group term life insurance policy through age seventy (70) (exception, not to include accidental death or dismemberment) in an amount equal to the life insurance, as per Section 3 B, by paying one

hundred percent (100%) of the group rate premium for life insurance in excess of that provided in the following schedule:

1. Period through age sixty-five (65) - Equal to last contract salary
2. Period age sixty-six (66) through seventy (70) - \$10,000
3. Age seventy-one (71) and beyond - \$0

C. Financial Benefits

The administrator who qualifies for disability benefits will be given the following benefits:

1. One-half percent (.5%) of the highest administrative salary times the number of years employed in the Elkhart Community Schools prior to becoming an administrator, and;
2. Two percent (2.0%) of the highest administrative salary times the number of years employed in an administrative position.

Any benefits payable will be paid in a lump sum in the final paycheck.

SECTION 9. Death Benefits

A. Health Insurance

The surviving unmarried dependent spouse of any administrator shall be entitled to participate in the basic group health insurance program until eligible for Medicare by paying 100% of the premium.

B. Financial Benefits

The estate of the administrator who qualifies will be given the following benefits:

1. One-half percent (.5%) of the highest administrative salary times the number of years employed in the Elkhart Community Schools prior to becoming an administrator, and;
2. Two percent (2.0%) of the highest administrative salary times the number of years employed in an administrative position.

In addition, upon the death of the administrator, the administrator's estate or designated beneficiary shall receive an amount equal to the number of days of accumulated sick leave times the administrator's daily salary.

Any benefits payable will be paid in a lump sum to the decedent's estate or designated beneficiary.

SECTION 10. 401(a) Plan

Effective the 2001-2002 school year until July 1, 2006, Elkhart Community Schools will begin providing employer contributions into a 401(a) Plan for each administrator. Five hundred dollars (\$500) for each administrator will be contributed by March 31, 2002, and one-half percent (0.5%) of each employee's monthly base salary for 2002-2003 will be contributed monthly beginning in September of 2002 until July 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.

SECTION 11. VEBA

- A. The Board of School Trustees has established a VEBA (Voluntary Employee Benefit Accounts) pursuant to § 501(c)(9) of the Internal Revenue Code. An administrator must meet the requirements of Section 5-B-1 and retire from employment with Elkhart Community Schools to be vested in the VEBA account.
- B. Administrators first employed by Elkhart Community Schools on or after August 1, 2006, or re-employed after a break in service, shall be entitled to a contribution equal to two percent (2%) of each administrator's salary. This two percent (2%) contribution will be deposited into the VEBA account on a monthly basis as the base salary is paid.

The terms and conditions for the administration of said VEBA accounts shall be as follows:

1. The amount contributed for each administrator will be invested in a separate account. There will be no co-mingling of accounts and each administrator may determine how his/her account shall be invested among the investment options

made available by the vendor for the VEBA.

2. Until such time that an administrator has retired and satisfied the eligibility requirements set forth in this policy, the administrator shall have no access to the assets held in his/her separate VEBA account.
3. If an Administrator or Executive Assistant retires or otherwise terminates employment before satisfaction of the requirements set forth in this policy, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. Therefore, the VEBA accounts of the following Administrators and Executive Assistants will not share in the reallocation of a forfeiture of a VEBA account:
 - a. Administrators and Executive Assistants who forfeited their VEBA accounts in the same year,
 - b. Administrators and Executive Assistants who previously forfeited their VEBA accounts; and
 - c. Administrators and Executive Assistants who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of Administrators and Executive Assistants who have attained the age of fifty-nine (59) but who have not terminated employment share in the reallocated forfeiture, but on a reduced actuarial basis.

4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired administrator may use the amounts held in his/her separate VEBA account, for example, to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the administrator, spouse, and dependents. Furthermore, following the death of an administrator who had otherwise satisfied the requirements of this policy, any amounts remaining in the deceased administrator's VEBA account may continue to be used to pay these premiums and expenses of the administrator's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

C. Effective with the commencement of the 2006-2007 school year, the employer will contribute an amount equal to one and one-half percent (1-1/2%) of each administrator's base salary annually into an individual VEBA account on behalf of each administrator employed as of 1/1/2006. This annual one and one-half percent (1-1/2%) contribution will be deposited into the VEBA account on a monthly basis as the base salary is paid.

D. In addition to the ongoing contributions described in paragraph C above, the Employer shall contribute to the VEBA account of each administrator employed during the 2005-2006 school term as an administrator an amount representing the present value of the retiree health insurance benefits for administrators employed by Elkhart Community Schools as of 1/1/2006.

The terms and conditions for the administration of said VEBA accounts shall be as follows:

1. The amount calculated and/or contributed for each administrator will be invested in a separate account. There will be no co-mingling of accounts and each administrator may determine how his/her account shall be invested among the investment options made available by the vendor for the VEBA.
2. Until such time that an administrator has retired and satisfied the eligibility requirements set forth in this policy, the employee shall have no access to the assets held in his/her separate VEBA account.
3. If an Administrator or Executive Assistant retires or otherwise terminates employment before satisfaction of the requirements set forth in this policy, the terminated employees's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account.
 - a. Administrators and Executive Assistants, who forfeited their VEBA accounts in the same year,
 - b. Administrators and Executive Assistants who previously forfeited their VEBA accounts, and
 - c. Administrators and Executive Assistants who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of Administrators and Executive Assistants 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.

4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired administrator may use the amounts held in his/her separate VEBA account to pay, for example, health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the administrator, spouse, and dependents. Furthermore, following the death of an administrator who had otherwise satisfied the requirements of this policy, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

| | |
|---------------|--|
| Book | Policy Manual |
| Section | 3000 Personnel |
| Title | PROPOSED REVISED SUBSTITUTE COMPENSATION |
| Code | po3410.04CS |
| Status | |
| Adopted | November 22, 2016 |
| Last Revised | September 28, 2021 |
| Last Reviewed | August 9, 2022 |

3410.04CS - **SUBSTITUTE COMPENSATION**

The Board of School Trustees hereby adopts the following wage rates for substitute teachers commencing on **August 10, 2022**~~October 4, 2021~~.

| | Substitute Permit | Substitute Permit and Qualified to Write Lesson Plans/Grading or Regular Teaching License | Retired Certified Teacher with Proof of Retirement | <u>ECS</u> <u>Retired Teacher</u> |
|--------------------|-------------------|---|--|--|
| Full day | \$100.00 | \$130.00 | \$300.00 145.00 | <u>\$350.00</u> |
| One-half (1/2) day | \$55.00 | \$65.00 | \$150.00 75.00 | <u>\$175.00</u> |

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

Any substitute who holds an Indiana Professional, Provisional, Emergency, or an equivalent license issued by the Division of Teacher Training and Licensing of the Department of Public Instruction and who serves as a long-term substitute teacher in the same teaching position beyond ten (10) consecutive school days, shall be compensated in accordance with the Career Pathway Schedule for teachers of the school corporation. Compensation shall be as follows:

| Teacher License | Daily Rate |
|---------------------------------------|------------|
| Teacher License with Bachelors Degree | \$216.00 |
| Teachers License with Masters Degree | \$235.00 |

When a teacher is retired from Elkhart Community Schools and accepts a **long-term** substitute **teaching** assignment **in the same position**, the teacher shall be paid for the duration of the assignment at a daily rate equivalent to the teacher's daily rate at the time of retirement.

A substitute teacher or substitute nurse paid under this compensation plan, working sixty (60) days or more during a semester, shall be entitled to a payment of three hundred (\$300.00) dollars following the end of the semester.

When a substitute is employed as a school nurse, the employee shall be paid as follows for each full day of employment as a substitute school nurse:

- A. Licensed Practical Nurse \$ 130.00/per day
- B. Registered Nurse \$ 145.00/per day

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

Revised 2/27/18

Revised 5/26/20

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED PARAPROFESSIONALS' COMPENSATION PLAN
 Code po3422.08S
 Status
 Adopted December 13, 2016
 Last Revised June 28, 2022
 Last Reviewed August 9, 2022

3422.08S - PARAPROFESSIONALS' COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedules for paraprofessionals to be effective January 1, 2022.

Instructional Paraprofessionals' Wage Schedule

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

| Step | ECS Experience as Paraprofessional | Hourly Rate |
|------|--|-------------|
| 1 | 0 days or more, but less than fifty-five (55) days (Probationary Rate) | 10.99 |
| 2 | 55 days or more, but less than 1 year | 11.36 |
| 3 | 1 year or more, but less than 2 years | 11.89 |
| 4 | 2 years or more, but less than 3 years | 12.40 |
| 5 | 3 years or more, but less than 4 years | 12.90 |
| 6 | 4 years or more, but less than 5 years | 13.33 |
| 7 | 5 years or more, but less than 6 years | 13.85 |
| 8 | 6 years or more, but less than 7 years | 14.34 |
| 9 | 7 years or more | 14.87 |

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

| Step | ECS Experience* as Paraprofessional | Hourly Rate |
|------|---|-------------|
| | *subject to Sections A-5 and B-2 | |
| 1 | 0 days or more, but less than 55 days (Probationary Rate) | 12.01 |
| 2 | 55 days or more, but less than 1 year | 12.40 |
| 3 | 1 year or more, but less than 2 years | 12.90 |
| 4 | 2 years or more, but less than 3 years | 13.33 |
| 5 | 3 years or more, but less than 4 years | 13.85 |
| 6 | 4 years or more, but less than 5 years | 14.34 |
| 7 | 5 years or more, but less than 6 years | 14.87 |

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

| Step | ECS Experience as Paraprofessional | Mild | ED | Intense | Intense PACE | Job Coach | Young Adult Program (YAP) | Para - Alternative Program (Elkhart Academy, Bristol, & Middle Schools) | Registered Behavior Technician (RBT) | PARA (BLV) |
|------|---|-------|-------|---------|--------------|-----------|---------------------------|---|--------------------------------------|------------|
| | B.S. or B.A. hourly differential | 1.25 | 1.25 | 1.25 | 1.25 | 1.25 | 1.25 | 1.25 | 1.25 | 1.25 |
| | RBT certification hourly differential (paraprofessionals not serving in a RBT position only)* | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | 1.00 |
| 1 | 0 days or more, but less than 55 days (Probationary Rate) | 12.01 | 15.00 | 15.00 | 15.00 | 15.00 | 15.00 | 15.54 | 17.00 | 17.00 |
| 2 | 55 days or more, but less than 1 year | 12.40 | 15.45 | 15.45 | 15.45 | 15.45 | 15.45 | 16.29 | 17.45 | 17.45 |
| 3 | 1 year or more, but less than 2 years | 12.90 | 15.90 | 15.90 | 15.90 | 15.90 | 15.90 | 16.96 | 17.90 | 17.90 |
| 4 | 2 years or more, but less than 3 years | 13.33 | 16.35 | 16.35 | 16.35 | 16.35 | 16.35 | 17.68 | 18.35 | 18.35 |
| 5 | 3 years or more, but less than 4 years | 13.85 | 16.80 | 16.80 | 16.80 | 16.80 | 16.80 | 18.63 | 18.80 | 18.80 |
| 6 | 4 years or more, but less than 5 years | 14.34 | 17.25 | 17.25 | 17.25 | 17.25 | 17.25 | NA | 19.25 | 19.25 |
| 7 | 5 years or more, but less than 6 years | 14.87 | 17.75 | 17.75 | 17.75 | 17.75 | 17.75 | NA | 19.75 | 19.75 |

* effective 2022-2023 school year

Explanation of Schedules

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

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

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

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

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

C. Wage Differentials

1. Paraprofessionals assigned to duties (not already outlined in their job description) where custodial care and lifting are required shall be paid a differential of \$1.00 per hour over their existing rate.
2. ~~Elementary library paraprofessionals and technology instructional paraprofessionals shall be paid a differential of \$1.00 per hour over their existing rate.~~
3. ~~Technology instructional paraprofessionals who obtain and maintain certification prescribed by the Instructional Leadership Department shall receive an additional pay differential of \$1.00 per hour.~~
4. Instructional Paraprofessionals assigned to the Elkhart Academy, both secondary and elementary, shall be paid a differential of \$1.00 per hour over their existing rate.
5. Instructional Paraprofessionals, assigned by a building administrator to serve as a substitute for an absent teacher, shall be paid a differential of **\$15.00 for one-half (1/2) day coverage and \$30.00 for a full day coverage.** ~~\$3.00 per hour over their existing hourly rate when the assignment is for a full day or one-half (1/2) day coverage.~~
6. ~~Paraprofessionals with an assigned preparation period (i.e. elementary library and technology instructional paraprofessionals), will be entitled to the current period substitution rate set forth in the Master Contract when the paraprofessional covers a teacher's class during their preparation period.~~
7. Exceptional Learners paraprofessionals who are RBT certified but not serving in an RBT position are eligible for an hourly wage differential per Wage Schedule C above. In order to receive the wage differential, said paraprofessionals are responsible for providing proof of certification to the Human Resources Department as well as maintaining the certification to continue receiving the differential.

D. Paraprofessional Career Increment Schedule

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

Paraprofessionals' Fringe Benefits

A. Income Protection and Annuities

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

B. Insurance

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

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

C. Severance Benefits

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

1. Resignation

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

2. Retirement, Death, or Disability

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

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

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

- b. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.

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

- d. When retiring, a Paraprofessional may select one (1) of the following benefits based upon the employee's daily rate at the time of retirement:

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

D. Change in Paraprofessionals Classification

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

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools 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.

Absences

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

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one (1) school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five (5) or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Personal Illness/Family Illness Absence

A. School-year Employees

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

B. All Employees

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

Attendance Incentive Program

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

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

Bereavement

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

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

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

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

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

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

Military Leave

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

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

Health Leave

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

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

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

Health Leave - Procedure

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

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

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

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

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

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

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

Personal Leave

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

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

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

Personal Leave - Procedure

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

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

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

Jury and Witness Duty Pay

Jury Duty

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

Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one (1) case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any litigation in which the employee is a party, or employee relations-related litigation involving the employer of any other school employer unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the foregoing prohibition.

Parental Leave

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

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

Adoptive Leave

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

Maternity Leave

Elkhart Community Schools 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 this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

Paraprofessionals' Holidays

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

A. Definitions

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

B. Holidays

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

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Labor Day

Thanksgiving Day – two (2) days

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

Revised 1/1/17
Revised 12/12/17
Revised 10/23/18
Revised 1/8/19
Revised 12/10/19
Revised 1/14/20
Revised 11/24/20
Revised 4/13/21
Revised 10/12/21
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3422.09S - TECHNICAL ASSISTANTS' COMPENSATION PLAN

Technical Assistants' Wage Schedule

The Board of School Trustees hereby adopts the following wage schedule for Technical Assistants to be effective January 1, 2022. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

| Step | ECS Experience as Paraprofessional | Hourly Rate |
|------|---|-------------|
| 1 | 0 days or more, but less than 55 days (Probationary Rate) | 15.54 |
| 2 | 55 days or more, but less than 1 year | 16.29 |
| 3 | 1 year or more, but less than 2 years | 16.96 |
| 4 | 2 years or more, but less than 3 years | 17.68 |
| 5 | 3 years or more | 18.63 |

Wage Differential

Elementary Library and Technology Instructional Technical Assistants with an assigned preparation period, will be entitled to the current period substitution rate set forth in the Master Contract when the technical assistant covers a teacher's class during their preparation period.

| Years regularly employed by Elkhart Community Schools | Amount of Hourly Career Increment |
|---|-----------------------------------|
| five (5) or more, but less than ten (10) | .20 |
| ten (10) or more, but less than fifteen (15) | .30 |
| fifteen (15) or more, but less than twenty (20) | .40 |
| twenty (20) or more, but less than twenty-five (25) | .50 |
| twenty-five (25) or more | .60 |

*Step placement shall be determined on verified past experience, but in no case will any new employee be placed higher than Step 4 following the probationary employment period.

Additional Course Work Increment

A Technical Assistant who completes a forty-five (45) contact hour, pre-approved course related directly to his or her position and receives a final course grade of C+ or better in graded courses, will receive a 10¢ increase in hourly rate for each such approved course which is completed, up to a maximum of 30¢ per hour. The request must be submitted to the Director of Human Resources in writing for his/her approval.

Fringe Benefits

A. Income Protection and Annuities

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

B. Insurance

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

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

C. Severance Benefits

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

1. Resignation

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

2. Retirement, Death, or Disability

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

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools or who is age fifty-five (55) and has fifteen (15) or more consecutive years of employment in Elkhart Community Schools. Only the six (6) months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.
- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying 100% of the premiums in advance at the business office.
- d. When retiring, a Technical Assistant who has ten (10) years of service and is at least fifty-five (55) years of age may select one (1) of the following benefits based upon the employee's daily rate at the time of retirement:
 1. Two (2) days' pay for each full year employed by the Elkhart Community Schools, or
 2. At least forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in the Technical Assistants employee booklet.

D. Change in Classification

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

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools 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.

Absences

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

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one (1) school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five (5) or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Personal Illness/Family Illness Absence

A. Full-Time Technical Assistants

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

B. School-year Technical Assistants

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

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

Family Illness

The number of hours equal to two (2) workdays may be used for family illness in the immediate family, two (2) workdays may be used for either family illness in the immediate family or personal illness, and the balance may be used for personal illness.

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

Job-Related Injury

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

Attendance Incentive Program

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

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

Bereavement

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

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

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

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

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

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

Military Leave

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

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

Health Leave

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

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

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

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

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

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

Health Leave - Procedure

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

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

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

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

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

Personal Leave

Technical Assistants who work a regular workday of four (4) or more hours are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

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

A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Personal Leave - Procedure

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

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

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

Jury and Witness Duty Pay

Jury Duty

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

Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one (1) case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any litigation in which the employee is a party, or employee relations-related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the foregoing prohibition.

Parental Leave

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

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

Adoptive Leave

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

Maternity Leave

Elkhart Community Schools 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 this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

Holidays and Vacations

A. Definitions

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

B. Holidays

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

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

1. New Year's - two (2) days
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day - two (2) days

6. Labor Day

7. Thanksgiving Day – two (2) days

8. Christmas Day - two (2) days

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

1. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.
2. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one (1) of these days, in which case an alternate day will be determined.
3. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.
4. Thanksgiving Day and the day following will be paid holidays.
5. Presidents' Day will be a paid holiday.

D. Technical Assistants shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

1. Martin Luther King, Jr. Day
2. Presidents' Day
3. Memorial Day
4. Labor Day
5. Thanksgiving Day and the following Friday (two (2) days)
6. Christmas Day - (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)

Vacations

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

The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number

of years equivalent to a twelve (12) month position. The total number of equivalent years will be rounded up to nearest whole number.

The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one (1) full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.

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

H. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond.

Revised 1/1/17

Revised 12/12/17

Revised 12/18/18

Revised 12/10/19

Revised 1/14/20

Revised 11/24/20

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| Book | Policy Manual |
| Section | 5000 Students |
| Title | PROPOSED REVISED BULLYING PREVENTION |
| Code | po5517.01 |
| Status | |
| Adopted | November 22, 2016 |
| Last Revised | August 9, 2022 |

5517.01 - **BULLYING PREVENTION**

The Bully Prevention Policy of the Elkhart Community Schools establishes its efforts to create a safe environment in the school District.

The Board prohibits acts of bullying of a student. The Board has determined a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Bullying, like other disruptive or violent behaviors, disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. Since students learn by example, school administrators, faculty, staff and volunteers should be expected and commended for demonstrating appropriate behavior; treating others with civility and respect; and refusing to tolerate harassment, intimidation, or similar bullying behaviors.

Definition

A. Bullying

1. As defined by the Board, bullying means intentional behaviors involving unwanted and unwelcomed actions which are severe, persistent, or pervasive.
2. Bullying includes unwanted, ~~often repeated~~, acts or gestures, including verbal or written communications or images transmitted in any manner (including digitally or electronically), physical acts committed, aggression, or any other behaviors which are committed by a student or group of students against another student which have an effect of harassing, ridiculing, humiliating, intimidating or harming the targeted student and creating for the targeted student, an objectively hostile school environment which:
 - a. places the targeted student in reasonable fear of harm to the targeted student's person or property;
 - b. has a substantially detrimental effect on the targeted student's physical or mental health;
 - c. has the effect of substantially interfering with the targeted student's academic performance; or
 - d. has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities, and privileges provided by the school.

B. The term bullying may not be interpreted to impose any burden or sanction on, or include in the definition of the term, the following:

1. participating in a religious event;
2. acting in an emergency involving the protection of a person or property from an imminent threat of serious bodily injury or substantial danger;
3. participating in an activity consisting of the exercise of a student's rights protected under the First Amendment to the United States Constitution or Article I, Section 31 of the Constitution of the State of Indiana, or both;
4. participating in an activity conducted by a nonprofit or governmental entity that provides recreation, education, training, or other care under the supervision of one or more adults;

5. participating in an activity undertaken at the prior written direction of the student's parent; or
6. engaging in interstate or international travel from a location outside Indiana to another location outside Indiana.

Procedures

- A. Elkhart Community Schools has adopted rules which address bullying behavior and includes provisions concerning education, parental involvement, and intervention. These discipline rules shall apply regardless of the location in which the bullying occurred (i.e., the bully and the targeted student are students at a school within the school corporation); the bullying has created, for the targeted student, an objectively hostile school environment; and disciplinary action is reasonably necessary to avoid substantial interferences with school discipline or prevent an unreasonable threat to the rights of others to a safe and peaceful learning environment.
- B. The principal at each school shall implement procedures which are consistent with the Guidelines for Good School Order and Rules for Student Conduct and ensure both appropriate consequences and remedial measures be provided for students who commit one (1) or more acts of bullying. Appropriate consequences and remedial measures are those which vary according to the severity of the offenses, and consider both the developmental ages of the student offenders as well as the students' histories of inappropriate behaviors, per the code of student conduct.
- C. The principal at each school shall be responsible for designating a member of his/her staff to receive all complaints alleging violations of this policy.
- D. All school employees who have contact with students are required to verbally report alleged violations of this policy to the principal or the principal's designee in an expedited manner after an incident was witnessed or reliable information regarding the occurrence of an incident was received. A written report (e.g., anonymous report, email, memo, etc.) of the incident shall also be prepared by the school within one (1) school day of receiving the verbal report.
- E. Students, parents, and visitors of a school are encouraged to report alleged policy violations to the principal (or principal's designee) in an expedited manner. A written report shall be prepared by the school following receipt of this information. Such a report may be made using Sprigeo.

Students, parents, and visitors may also make anonymous reports through an anonymous reporting system. Formal action for violations of the code of student conduct may not be taken solely on the basis of an anonymous report.

- F. The principal or designee shall conduct a thorough and complete investigation for each report of an alleged incident of bullying behavior received using the Bullying Investigation guidelines. The investigation shall be initiated by the principal or the principal's designee within one (1) school day of the submission of the written incident report. The principal may appoint additional personnel to assist in the investigation. The investigation shall be completed and the written findings submitted to the principal as soon as possible, but not later than five (5) school days from the date of the written report of the alleged incident of harassment, intimidation, or bullying behavior. The principal shall submit a report of confirmed incidents of bullying behavior to the Superintendent or designee within ten (10) school days of the completion of the investigation. This time line may be extended for reasonable cause as determined by the School District. The Superintendent or his/her designee shall report the results of each investigation confirming incidents of bullying behavior to the Board on a quarterly basis during regularly scheduled board meetings.
- G. Each school shall record the frequency of confirmed incidents of bullying behavior in the following categories: verbal bullying, physical bullying, social/relational bullying, and electronic or written communication bullying. Each school shall report this information to the Superintendent, who will report it to the Board and Indiana Department of Education. Information shall be submitted to the Indiana Department of Education by July 1 of each year.
- H. The principal shall provide information about the investigation, in accordance with Federal and State law and regulation, to the parents of the student(s) who was bullied as well as the parents of the student(s) with the bullying behavior. The information provided to parents includes the nature of the investigation, whether the corporation found evidence of bullying behavior, and whether consequences were imposed or services provided to address the bullying incident if the evidence of bullying behavior was substantiated. This information is to be provided in an expedited manner following completion of the investigation.
- I. Any school employee who observes bullying behavior or receives a report of behavior which violates the terms of this policy and fails to report this information may be subjected to disciplinary action.

Any school employee responsible for conducting an investigation under this policy and fails to investigate the reported behavior which violates this policy may be subject to disciplinary action.
- J. Elkhart Community Schools has defined a range of ways in which school staff and the principal or the principal's designee shall respond once an incident of bullying behavior is confirmed. Some acts, which violate the terms of this policy, may be

isolated incidents requiring the school officials to respond appropriately to the individuals committing the acts. Other acts may be so serious they require a response either at the school corporation level or by local law enforcement officials.

- K. The principal shall proceed in accordance with the Guidelines for Good School Order and Rules for Student Conduct, as appropriate, based on the investigation findings. As appropriate to the investigation findings, the principal shall ensure the Guidelines for Good School Order and Rules for Student Conduct have been implemented, and provide intervention and/or relevant support services (i.e., refer to counseling, establish training programs to reduce bullying behavior and enhance school climate, enlist parent cooperation, and involvement or take other appropriate action). Intervention and support implemented by the principal or his/her designee should include follow up services to both the targeted student and the student with bullying behavior.
- L. Elkhart Community Schools may take disciplinary action for the false reporting of alleged bullying incidents.
- M. The Superintendent shall annually disseminate this policy to all parents who have children enrolled in a school within the School Corporation. The Superintendent shall post a link to the policy which is prominently displayed on the home page of the School Corporation's website. The Superintendent shall ensure notice of the corporation's policy appears in the student handbooks and all other publications of the School Corporation which set forth the comprehensive rules, procedures, and standards for schools within the School Corporation.
- N. Each school shall provide researched based bullying prevention instruction to all students in grades 1-12 within the school no later than October 15th of each school year. It is expected this instruction will be part of a more comprehensive bully prevention effort communicated to the students throughout the school year, and the age appropriate, research based instruction for all students in grades 1-12.
- O. Each school shall provide annual training on this policy and bullying prevention and intervention instruction to corporation and school employees, volunteers, and contracted service providers who have direct and on-going contact with students.
- P. The Board understands the characteristics and resultant needs of each school will continue to evolve, and the existing base of knowledge regarding bullying prevention and intervention will continue to grow. Research on bullying prevention practices will continue to emerge, and the data on the nature of bullying behaviors will continuously change. It is essential for school administrators and officials to regularly review available bullying prevention and intervention data. Additionally, school administrators are expected to collect and analyze in-house data regarding bullying incident investigations, incident frequency, and the effects of the corporation's efforts to address bullying behaviors. Through data-driven practice, administrators will be best qualified to determine the need for changes to policies and procedures and to institute improvements to prevention and intervention programs and approaches.

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| Book | Policy Manual |
| Section | 7000 Property |
| Title | PROPOSED REVISED USE OF SCHOOL FACILITIES AND PROPERTY |
| Code | po7510 |
| Status | |
| Adopted | November 22, 2016 |
| Last Revised | October 28, 2019 |
| Last Reviewed | August 9, 2022 |

7510 - **USE OF SCHOOL FACILITIES AND PROPERTY**

School, School-Related, Community-Sponsored Organizations

Included are officially organized groups of Elkhart Community Schools' students, groups of Elkhart Community Schools' employees, parent-teacher groups, other school-sponsored groups, 4-H Club, Future Farmers, Elkhart Education Foundation, Boy and Girl Scouts, and similar non-sectarian groups.

- A. The principal of the building gives approval for the building use and schedules the activity. Approval for facility use must be obtained from the Building Services Office, contingent upon eligibility for use of the facility and the building principal's authorization to schedule the activity. Use of school facilities by community groups requires at least seventy-two (72) hours advance notice.
- B. An Elkhart Community Schools staff member must be present at all times during the use of the building.
- C. Keys to the building shall be given only to members of the staff, who assume full responsibility for the conduct of the school activity excluding from the building all who are not a part of the activity, and securing the building at the conclusion of the event (lights turned off, doors and windows closed and locked, and security system activated).
- D. The building rental fee may be waived if the activity does not involve an admission charge or a profit-making project and a regular custodian or authorized school representative is on duty.
Actual building costs will be charged for activities which require an admission charge, are a profit-making project, or a special program which requires school personnel to be present other than during normal working hours.

Community Groups - Community Groups such as YWCA, YMCA, NAACP, Black Expo, Tri-Kappa, Hispanic Health Coalition, League of Women Voters, etc.

- A. Approval for the use of school facilities is granted under the policies of the Board of School Trustees, and contracting parties shall be required to sign a waiver and permit as well as conform to all rules and laws governing the use of public buildings.
- B. Approval for facility use must be obtained from the Building Services Office, contingent upon eligibility for use of the facility and the building principal's authorization to schedule the activity. Use of school facilities by community groups requires at least seventy-two (72) hours' advance notice.

Building facilities are available for educational or cultural programs sponsored by community groups and recreational purposes when such use does not interfere with the school program.

- C. Elementary gymnasiums are available for use by local, established community groups for basketball or volleyball Monday through Friday, school days, October 1 - April 30 from 7:00 to 9:30 p.m. Groups are requested to provide their own balls and use proper gym shoes. School standards and nets may be used.

Park and Recreational Department

School buildings and grounds shall be available for use by the Park and Recreation Department, provided such use does not interfere with the use of the property for school purposes. Fees, to cover the cost of utilities and school personnel required to be on duty, will be determined per use each year.

Churches

The Board may rent school facilities to local, established churches during times of expansion or extensive repairs in the congregation's own facility. The rental may be approved for a period not to exceed six (6) months, after which further emergency rental may be continued with approval from the Board for a period not to exceed six (6) additional months.

Newly formed congregations must give evidence of site purchase, as well as the completion date of the facility, prior to entering into the six (6) month agreement.

Other

The Superintendent may lease school property for purposes authorized under this policy or approved by the Board and shall develop a schedule of fees for rentals provided such use does not interfere with the use of the property for school purposes.

Use of outside areas such as the baseball diamonds, tennis courts, tracks, where no rentals or rental fees are involved, are the responsibility of the building principal, Athletic Director or Activity Director, who may or may not grant permission to out-of-school groups for use of these facilities.

Restrictions

Individuals and organizations may not use school facilities without first submitting a signed waiver or certificate of insurance. The Chief Operating Officer shall have the authority to determine when a waiver rather than a certificate of insurance would be required.

No person(s) or organization(s) may use any school facilities for personal or corporate financial gain.

The use of school facilities by out-of-school groups shall be confined to local, established organizations whose regular meeting place, headquarters, and principal membership are located within the boundaries of the Elkhart Community Schools District. An "established organization" is one which has been in existence a minimum of two (2) years, complete with charter and by-laws, and conducts regular meetings. Such facilities shall be used only for educational, cultural, or recreational purposes. All proceeds shall be devoted to a local public or charitable purpose, specified in advance of preparation of the rental agreement.

School facilities shall not be available for such activities as private parties, weddings, receptions, family reunions, open house receptions, political fundraising events, funerals, etc.

No tobacco or alcohol use is permitted on any Elkhart Community School property.

The "use of tobacco" shall mean all uses of tobacco, including a cigar, cigarette, pipe, snuff, or any other matter or substance that contains tobacco, as well as electronic, "vapor," or other substitute forms of cigarettes.

In order to protect students and staff from the adverse impact of tobacco smoke on indoor air quality and encourage students to not use tobacco in any form, the Board prohibits the use of tobacco within any facility owned or leased or contracted for by the Board.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, and any drug paraphernalia, within any facility owned or leased or contracted for by the Board.

Food Service Facilities

When food serving facilities of the schools are used, the user must comply with public health regulations.

A food service employee must be in charge of the kitchen and equipment when food is prepared or served.

School-related organizations using the cafeteria and facilities for a fundraising project shall pay for all food and labor costs, including the food service employee, custodial services, and/or any other expenses incurred by the project.

Dinners may be served to school-related groups outside of school hours. The cost of the dinner will be determined by the Director of Food Services or designee.

School cafeterias and kitchens may be used by out-of-school groups when not in competition with established local businesses, in accordance with all guidelines and fees.

Facilities available for Community Use when not required for School Purposes

Auditoriums

Elkhart-~~Central~~ High School
Elkhart-~~Memorial~~ High School - Freshman Division
Elkhart-~~Memorial~~ High School Little Theater
Elkhart Area Career Center Auditorium

Cafeterias - Cafeteriums*

Elkhart-~~Central~~ High School
Elkhart-~~Memorial~~ High School - Freshman Division
~~Elkhart Area Career Center (Blue Room)~~
*North Side Middle School
*Pierre Moran Middle School
*West Side Middle School

Gymnasiums - All-Purpose Rooms*

Elkhart-~~Central~~ High School
Elkhart-~~Memorial~~ High School - Freshman Division
North Side Middle School
Pierre Moran Middle School
West Side Middle School

*Beardsley Elementary School
Beck Elementary School
~~*Bristol Elementary School~~
~~*Cleveland Elementary School~~
Daly Elementary School
Eastwood Elementary School
Feeser Elementary School
Hawthorne Elementary School
Monger Elementary School
Osolo Elementary School
Pinewood Elementary School
Riverview Elementary School
Roosevelt Elementary School
Woodland Elementary School

* Has Air Conditioning

Athletic Fields/Elementary Playgrounds (Football, Track, Tennis Courts, Baseball/Softball Diamonds, Elementary Soccer Fields*)

Athletic Fields:

Elkhart-~~Central~~ High School (~~with the exception of Rice Field~~)
Elkhart-~~Memorial~~ High School - Freshman Division (with the exception of Rice Field)
North Side Middle School
Pierre Moran Middle School
West Side Middle School

Playgrounds:

Beardsley Elementary School
Beck Elementary School
Bristol Elementary School
Cleveland Elementary School
Daly Elementary School
~~*Eastwood Elementary School~~
~~*Feeser Elementary School~~
Hawthorne Elementary School
Monger Elementary School
Osolo Elementary School

*Pinewood Elementary School
Riverview Elementary School
Roosevelt STEAM Academy
Woodland Elementary School

Community Use of Equipment

Audio-visual, music, industrial arts, and other school equipment may be used by staff members in school-community activities which are compatible with the interest of Elkhart Community Schools.

Loan of equipment to the Park and Recreation Department and school-related organizations may be made when the equipment is not in use by the school and when it will be used by a trained operator.

In all cases, approval for the loan or use of school equipment outside of the regular school program must be obtained from the Building Services Office and/or the appropriate building principal. The organization requesting the equipment is responsible for picking it up and returning it as designated by the building principal.

The organization requesting the equipment shall be liable for, indemnify and hold the Elkhart Community Schools harmless from loss and expenses because of any and all damage or injury incurred by the use of such equipment. The organization shall also be required to provide a certificate of insurance demonstrating that such insurance is in effect during the time of the use of such equipment.

The Elkhart Community Schools will not loan or allow the use of personal property, furniture, and equipment, which place Elkhart Community Schools in competition with local businesses, to persons or organizations other than those named above.

Revised 12/18/18

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Legal I.C. 20-26-5-1, 20-26-5-4, 20-26-8-1
511 IAC 6-2-1(b)(5)

AGREEMENT BETWEEN
ELKHART COMMUNITY SCHOOLS
AND
ELKHART EDUCATION FOUNDATION

This Memorandum of Understanding (“Agreement”) is entered into by and between the Board of School Trustees of Elkhart Community Schools (“ECS”) and the Elkhart Education Foundation, Inc. (“EEF”), for the purpose of memorializing the nature of their relationship and to set forth their mutual expectations and responsibilities.

RECITALS

ECS is an Indiana community school corporation organized pursuant to the provisions of Indiana Code.

EEF is an independent Indiana Nonprofit Corporation established in 2013 and qualified as a §501(c)(3) tax-exempt charitable organization.

ECS and EEF agree the funding mechanisms available to Indiana school corporations under Indiana’s public school finance system obligate school corporations to actively seek alternative sources of revenue to enhance and expand the quality of educational programs offered to students enrolled in community school corporations.

EEF was established in accordance with its approved bylaws to serve as the educational foundation for ECS and to generate, receive and administer education support funds exclusively to supplement ECS programming needs for students enrolled in schools operated by ECS and to provide support for professional development activities engaged in by ECS employees.

ECS has realized gains from its partnership with EEF, and EEF has provided funding for grants to ECS in support of innovative teaching programs, and has also provided funds for educational enrichment opportunities for students.

ECS has and will continue to work collaboratively with EEF to raise funds, deliver programs and provide educational benefits for students enrolled in schools operated by ECS along with the provision of support to further develop the skills of ECS employees.

EEF and ECS have entered into prior agreements related to programming offered by EEF to support the needs of students enrolled in schools operated by ECS.

ECS and EEF believe it is necessary, at this time, to formalize and clarify their relationship through this Agreement.

In recognition of the forgoing, EEF and ECS agree to the following:

PUBLIC PURPOSE

ECS recognizes the invaluable public purpose served through the district's continued support of EEF:

1. Alternative sources of revenue are necessary in order for ECS to deliver educational resources and support to students enrolled in schools operated by ECS, and would not be possible through the public funding currently available to ECS.
2. ECS recognizes the importance of voluntary private and community support to enhance the education provided by ECS to its students.
3. ECS encourages and will continue to encourage sponsorships, grants and other contributions to support its educational programs and initiatives.
4. EEF is a nonprofit organization focused on investing time, expertise and resources to generate and improve community financial support for education activities beneficial to ECS students and employees.
5. ECS has realized benefits from its relationship with EEF in the form of grants, sponsorships and direct monetary contributions.
6. In addition, ECS has benefited from the efforts of EEF to raise awareness of the needs of students attending schools operated by ECS.

RESPONSIBILITIES OF EEF

1. EEF will solicit, collect and administer funds which shall, with the exception of costs related to EEF operations, be used exclusively to enrich the educational mission of ECS in educating and supporting students enrolled in schools operated by ECS.
2. EEF agrees, during the term of this Agreement, EEF shall fund educational programs and projects aligned with ECS's educational philosophy and curriculum.
3. All materials and communications used by EEF shall display the logo of EEF, except when EEF and ECS have mutually agreed to partner in a joint effort and expressly agreed to use the logos of both organizations.
4. EEF will ensure all fund solicitations, whether written or verbal, do not and will not directly or indirectly promise, suggest or imply a connection between a donor's gift to EEF and any existing or future relationship or business with ECS.
5. EEF shall consult with ECS before accepting any gift for the benefit of ECS which contains restrictive terms or conditions. EEF will not accept any such gift without the express authorization of ECS.
6. EEF will provide to ECS copies of its Articles of Incorporation, Bylaws and documents related to its status as a 501(c)(3) tax exempt organization. EEF will notify ECS of significant changes to its bylaws.
7. EEF is responsible for the performance and oversight of all aspects of its operations in accordance with its bylaws.
8. EEF will establish, adhere to, and periodically assess its policies, including governance; finance; confidentiality; ethics; gift acceptance, management, and stewardship as well as donor rights. EEF will notify ECS of significant changes to any of its policies.

9. EEF agrees to defend, indemnify, and hold harmless the ECS, and all officers, employees, agents, successors and assigns thereof from any and all claims, actions, demands, obligations, controversies, suits, charges, and expenses, whether legal or equitable, that may arise from EEF's use of ECS property or facilities.
10. EEF shall adequately insure itself against liability for personal injury, property damage, or loss of any nature resulting from use of ECS property or facilities and hereby agrees to obtain adequate insurance coverage for assuming such risk.

RESPONSIBILITIES OF ECS

1. ECS shall provide in-kind support to EEF which includes a furnished office within ECS owned facilities; space to store materials and equipment utilized for EEF for programming; space to store donations received by EEF for the Schoolhouse Supply Store; and an ECS ID to allow for access to the EEF office.
2. ECS shall provide the Executive Director of EEF and the EEF Program Director with a laptop computer, printer, access to Google Suite, including access to Google Drive and Gmail maintained by ECS, high speed internet, ECS email and telephone.
3. ECS shall continue to authorize employee payroll deductions allowing for direct employee financial contributions to support EEF. ECS will share with EEF the names of those employees electing to authorize financial contributions to EEF through payroll deductions. ECS shall also provide appropriate opportunities for EEF to present information to its employees regarding the opportunity to make financial contributions to EEF through payroll deductions.
4. ECS shall permit EEF to use ECS facilities, consistent with ECS policies and procedures, for EEF activities and programming.
5. ECS will share with EEF non-private data and information on ECS programs and activities to assist with EEF's efforts to secure funding in support of ECS students. This includes aggregate and non-identifiable data and information so EEF can assess the impact of its work.

CONTROLS

ECS and EEF agree on the following controls, to ensure a proper educational purpose is served by this Agreement:

1. On an annual basis, EEF shall provide a report to the ECS Board of School Trustees of the major activities undertaken by EEF on behalf of the students and staff of ECS.
2. All EEF funds shall be maintained separately by EEF and kept independent and separate from ECS. The EEF Board of Directors will provide control over all EEF assets, including the prudent management of all contributions and gifts, consistent with donor intent and regulations promulgated by the Internal Revenue Service.
3. EEF shall maintain at all times treasurer surety bonds covering all employees who will have access to EEF assets, including contributions and gifts provided by donors to EEF.

TERMS

1. The term of this Agreement shall be July 1, 2022 through June 30, 2023
2. Either party may terminate this Agreement upon sixty (60) days written notice without any further liability to the other party.
3. If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding.
4. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Circuit or Superior Courts of Elkhart County, Indiana.
5. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.
6. Neither party to this Agreement shall assign the rights or delegate the duties or obligations of this Agreement or any portion hereof, without the prior written consent of the other party.

Contact Information

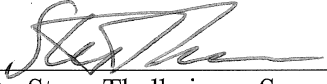
Elkhart Education Foundation
 Charmaine Torma, Executive Director
 Pierre Moran Middle School
 200 W Lusher Avenue
 Elkhart, IN 46517
 574-208-3997
charmaine@elkharteducation.org

Elkhart Community Schools

Dr. Steve Thalheimer, Superintendent
 2720 California Road
 Elkhart, IN 46514
 574-262-5526
sthalheimer@elkhart.k12.in.us

Charmaine S. Torma
 Charmaine Torma, Executive Director
 Elkhart Education Foundation

July 29, 2022
 Date


 Dr. Steve Thalheimer, Superintendent
 Elkhart Community Schools

7/29/2022
 Date

Approved by the Board of School Trustees on: _____

President

Secretary