

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

February 8, 2022

CALENDAR

Feb	8	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Feb	8	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Feb	22	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Feb	22	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 – January 25, 2022 – Public Work Session
- Minutes – January 25, 2022 – Regular Board Meeting
- Claims
- Gift Acceptance
- Fundraisers
- Overnight Trip Requests
- Grant Submission
- Conference Leave Requests
- Personnel Report

F. OLD BUSINESS

COVID Update

Administrative Regulation KI - Application for Fundraiser Approval – The Administration presents Administrative Regulation KI – Application for Fundraiser Approval for review as initially presented at the January 25th regular meeting.

G. NEW BUSINESS

Resolution - Use of Benefit Time for Support Staff Employees in Relation to Inclement Weather eLearning Days – The Administration seeks Board adoption of a Resolution regarding the Use of Benefit Time for Support Staff Employees in Relation to Inclement Weather eLearning Days.

Board Policy 3421.01A - Professional Staff Contracts and Compensation Plans (Administrators) - The Administration presents proposed revisions to Board Policy 3421.01A - Professional Staff Contracts and Compensation Plans (Administrators) and asks to waive 2nd reading.

Board Policy 3421.04A - Professional Staff Fringe Benefits (Administrators) - The Administration presents proposed revisions to Board Policy 3421.04A - Professional Staff Fringe Benefits (Administrators) and asks to waive 2nd reading.

Board Policy 3430.01A - Leaves of Absences - The Administration presents proposed revisions to Board Policy 3430.01A - Leaves of Absences and asks to waive 2nd reading.

RFP for Demographic and Feasibility Study - The Administration presents a proposed Request for Proposal for Demographic and Feasibility Study, for initial review.

H. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

I. ADJOURNMENT

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

Elkhart Community Schools
Elkhart, Indiana

January 25, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 6:15 p.m.		Place/Time
Board Members Present:	Dacey S. Davis Troy E. Scott	Roll Call
	Babette S. Boling Roscoe L. Enfield, Jr. Kellie L. Mullins Anne M. VonDerVellen	
Via Electronic Communication:	Douglas K. Weaver	
ECS Staff Present:	Steve Thalheimer Tony Gianesi	
The Board heard a presentation by Dr. Thalheimer followed by a discussion regarding the repurposing of Hawthorne Elementary School.		Topics Discussed
The meeting adjourned at approximately 7:04 p.m.		Adjournment
APPROVED:		Signatures
<hr/> Dacey S. Davis, President		<hr/> Babette S. Boling, Member
<hr/> Troy E. Scott, Vice President		<hr/> Roscoe L. Enfield, Jr., Member
<hr/> Douglas K. Weaver, Secretary		<hr/> Kellie L. Mullins, Member
		<hr/> Anne M. VonDerVellen, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

January 25, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 7:16 p.m.

Place/Time

Board Members Present:	Dacey S. Davis Troy E. Scott	Babette S. Boling Roscoe L. Enfield, Jr. Kellie L. Mullins Anne M. VonDerVellen
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Roll Call

Via Electronic Communication: Douglas K. Weaver

Board president Dacey Davis called the regular meeting of the Board of School Trustees to order.

Call to Order

Board vice president, Troy Scott, recited the Elkhart Promise.

The Elkhart Promise

Ms. Davis discussed the invitation to speak protocol.

Superintendent’s Student Advisory Committee member, Porschia Kemery, presented the Moment of Pride. Ms. Kemery highlighted the National Honor Society’s (NHS) winter carnival community service event. She spoke about what a great learning experience it was for the NHS students as they had to “figure out” how to plan a large event, network with businesses in the community, budget, communicate with staff, advertise, and work as a group to bring it all together. She expressed how much fun it was to see the smiles on the kids’ faces while enjoying all the games, especially the bouncy house. Ms. Kemery also reflected on how nice it was to give back to the community and expect nothing in return. Ms. Kemery thanked all of the teachers for their support and guidance through the planning process, stating “Teachers make it look easy, but it is definitely a learning process.” The earnings from the winter carnival will be used to fund Teachers Appreciation Week. In response to Board inquiry, Ms. Kemery reported she is a student at the Health and Public Safety School of Study and Elkhart Area Career Center working towards becoming an EMT or police officer.

Moment of Pride

By unanimous action by roll call, the Board approved the following consent items:

Consent Items

Minutes – January 11, 2022 – Annual Organizational Meeting
Minutes – January 11, 2022 – Annual Board of Finance Meeting

Minutes

Minutes – January 11, 2022 – Public Work Session Minutes – January 11, 2022 – Regular Board Meeting	
Payment of claims totaling \$6,889,500.30 as shown on the January 25, 2022, claims listing. (Codified File 2122-93)	Payment of Claims
The following donation was made to Elkhart Community Schools (ECS): Donation of \$1,000 from Cressy & Everett Real Estate to the EHS Boys’ Track program.	Gift Acceptance
Proposed school fundraisers in accordance with Board policy. (Codified File 2122-94)	Fundraisers
Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the January 25, 2022 listings. (Codified File 2122-95)	Conference Leave Requests
Submission of the following grants: Data Action Mini Grant to the Source hosted by Oaklawn from Bristol PRIDE Academy and multiple other schools in the amount of \$2,000; and to the Indiana Department of Education for a STEM Acceleration Grant from Roosevelt STEAM Academy, Middle Schools, and ETI in the amount of \$75,000; and AEP First Robotics Grant to AEP from EHS ElkLogics in the amount of \$6,000. (Codified File 2122-96)	Grant
A consent agreement regarding unpaid time for a certified staff member. (Codified File 2122-97)	Personnel Report
Employment of the following three (3) certified staff members for the 2021-2022 school year, effective on dates indicated:	Agreement
<p style="padding-left: 40px;">Kyle Bauer – science at EHS, 1/24/22 Benjamin Chacko – art at Freshman Division, 1/24/22 Benjamin Kitt – business education at Freshman Division, 1/18/22</p>	Certified Employment
Resignation of the following four (4) certified staff members, effective on dates indicated:	Certified Resignations
<p style="padding-left: 40px;">Rachel Fritschi - math at EHS, 1/21/22 Lisa Hassett – language arts at Elkhart Academy, 1/28/22 Shennendoah Hoffer – art at Freshman Division, 1/31/22 Angela Williams – grade 1 at Hawthorne, 1/14/22</p>	
Leave for certified staff member, Jordan Deuel, special education at Daly, beginning 2/8/22 and ending 4/8/22.	Certified Leave
Employment of the following ten (10) classified employees, effective on dates indicated:	Classified Employment
<p style="padding-left: 40px;">Kathyrn Bobson – registered behavior technician at Beck, 1/19/22</p>	

Ashley Colon – food service at Woodland, 1/14/22
 Kiesha Gates – food service at Feeser, 1/18/22
 Kristen Konecny – therapist at Beardsley, 1/18/22
 Tina Miller – social worker at Pride Academy, 1/20/22
 Louis Morales – technical assistant at EACC, 1/18/22
 Adrian Murray – bus helper at Transportation, 1/18/22
 Constance Seniff – food service at EHS, 1/18/22
 Jeffery Taylor – HVAC technician at Building Services,
 1/18/22
 Peyton Tessely – paraprofessional at Freshman Division,
 1/18/22

Reassignment of classified employee, Benjamin Kitt, custodian at Freshman Division, to a certified position effective 1/18/22.

Classified
 Reassignment

Retirement of classified employee, Marsha Fletcher, custodian at Freshman Division, effective 1/31/22 with 19 years of service.

Classified
 Retirement

Resignation of the following ten (10) classified employees, effective on dates indicated:

Classified
 Resignations

Amy Anderson – custodian at Bristol/Eastwood, 1/14/22
 Danae Brenneman – bus driver at Transportation,
 1/28/22
 Stephanie Brown – paraprofessional at Hawthorne,
 1/27/22
 Kellie Garner – paraprofessional at Hawthorne, 1/28/22
 Lois Grocke - registered behavior technician at PACE,
 1/10/22
 Judie Jones – paraprofessional at Eastwood, 1/28/22
 Kimberly Jones – paraprofessional at Freshman Division,
 1/7/22
 Sharmonique McDaniel – secretary at West Side, 1/21/22
 Rebecca Miranda – bus driver at Transportation, 1/21/22
 Jessalyn Rink – bus helper at Transportation, 1/21/22

Leave for classified employee, Jamie Bontreger, social worker at Elkhart Academy, beginning 3/14/22 and ending 4/1/22

Classified
 Leave

Superintendent Thalheimer reported COVID numbers have continued to increase since returning from winter break. Currently, the Freshman Division is online for the remainder of the week. Pierre Moran, North Side, and Cleveland are experiencing high COVID positives; therefore, numbers will be monitored closely this week.

COVID Update

The Board was presented Administrative Regulation KI – Application for Fundraiser Approval for initial review. Doug Thorne, district counsel/chief of staff, has been working with the business office to make some clarifications regarding acceptable types of payment and whether verification of the internal control video has been viewed. There have been further conversations with the business office which may initiate

Administrative
 Regulation KI

further changes to be reviewed at the next regularly scheduled board meeting.

By unanimous action by roll call, the Board took action regarding the Proposed Lease and approved the Issuance of Bonds and Related Matters. (Codified File 2122-98)

Resolution

By unanimous action by roll call, the Board approved the First Amendment to the Installation Contract with Performance Services for Mary Daly Elementary along with the Performance Guarantee Agreement. (Codified File 2122-99)

Resolution

By unanimous action by roll call, the Board adopted Resolutions for the approval of the Cycle 3 restatement of the ECS 401(a) plans 002, 005 and 006. (Codified File 2122-100)

Resolution

The Board received a financial report distributed by Kevin Scott, chief financial officer, for the month of December 2021 as well as the full year of January 1 through December 31, 2021 and found it to be in order. Mr. Scott explained that ESSER funds have been very helpful and allowed ECS to end the year with a significant increase to the balance of both the education and operations funds.

Financial Report

Mr. Scott provided a report outlining the transfer appropriations for 2021 noting fewer dollars were moved this year in comparison to previous years.

Year-End
Appropriation
Transfer

Mr. Scott provided the current insurance update reporting the December claims improved over November claims; although, we are still \$85,000 over YTD. There should be improvement in 2022 with the move to Anthem.

Monthly
Insurance
Update

By unanimous action, the Board approved the revisions to the 2022 Board Meeting schedule. (Codified File 2122-101).

2022 Board
Meeting
Schedule

Board member, Babette Boling, thanked Aaron Mishler for his concern for health and wearing of masks. She also encouraged the community to get involved and be a part of the solution as we move into 2022.

From the Board

Audience member, Julie Tyrakowski, EHS teacher, noted it was school board appreciation month and thanked the board members for their service to ECS teachers and students.

From the
Audience

The meeting adjourned at approximately 7:38 p.m.

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



ELKHART COMMUNITY SCHOOLS

★ ★

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

TO: BOARD OF SCHOOL TRUSTEES
SUPERINTENDENT STEVE THALHEIMER

FROM: KEVIN SCOTT

DATE: FEBRUARY 3, 2022

SUBJECT: GIFT ACCEPTANCE

The following donation was made to Elkhart Community Schools for the ETI Building Fund from:

Mr. Todd Cleveland \$25,000
Patrick Industries Inc.
PO Box 638
Elkhart IN 46515

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

KS/dls



WOODLAND ELEMENTARY SCHOOL
1220 COUNTY ROAD 3 • ELKHART, IN 46514
PHONE: 574-262-5578



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

**To: Board of School Trustees
Superintendent Steve Thalheimer**

From: Jon LeVan

Date: 1/28/2022

Subject: Gift Acceptance

Woodland has received 250 heavy duty winter stocking caps valued in the amount of \$2,500.

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

Steve Szklarek
14243 Worthington Drive
Granger, IN 46530

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
West Side Middle School - Optimist Club	The club will sell carnations for Valentine's Day to raise money for the Humane Society in Elkhart.	1/31/2022 - 2/14/2022	1/25/2022	DeAnna Williams
Elkhart High School - AFJROTC	A military ball will be held at the Freshman Division. Money collected will cover the costs of the ball and then may help offset the costs for AFJROTC uniforms and equipment.	3/1/2022 - 3/19/2022	1/19/2022	SMSgt Scott Rutledge
Elkhart High School and Freshman Division - FFA	FFA members will sell strawberries, jams, and sauces via forms or online. Proceeds will benefit the team by helping with the costs of summer workshops, contests, and leadership camps.	2/8/2022 - 3/4/2022	1/24/2022	Brenda Mueller
EACC - Culinary Arts II	There will be a pop-up bakery at Nourish Produce. Funds will be used to support the Culinary Arts program.	2/12/2022 and 11/29/2022	1/25/2022	Margarita McClain
Elkhart High School - Sophomore Student Government	Students will sell Carnation-grams at lunch. The proceeds from this fundraiser will be used for the 10th grade Student Government.	2/9/2022 - 2/11/2022	2/1/2022	Ashley Hire
	Please note the following fundraisers are presented for confirmation only.			

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?
INSWWA Mini-grants & Scholarships	INSSWA	Community Project Regarding Blacks and Suicide	Sarita Stevens/Mae Sims	\$2,000	The majority of the funds will be used to train 20 barbers and hair stylist to address this subject with their clientele for three - five years. Training and support will occur continuously by Elkhart Community Schools and social worker. Additional funds and support will be sought for brochures and posters. We also have the support of several agencies to provide training and consultation. There is also the potential for earlier funding so that this project might begin two weeks before Easter. This is the busiest time of year for hair salons and barberships.	Suicide has become the second leading cause of death for youth ages 15 to 34 year-old. That number has almost doubled in the Black community among males. Youth have constant access to social media and the negativity that surrounds so much of today's issues. The impact of the pandemic has worsened the depression and hopelessness felt by many. It is difficult to reach the number of those impacted by traumatic events and the resulting desire to find peace. We need every aspect of the community to engage in this issue, and to do so as creatively as possible.	<p>1000 Program Brochures - \$500: In-Kind (ESC), 150 Posters - \$500: In-Kind: ESC, four-hour training for 40 Stylist Trainees @ \$200 each - \$2000 (grant), Beacon Health System: In-Kind Trainers, New Vision Church - Training Site: In Kind.</p> <p>In kind explanation: We are operating on faith in terms of receiving the overall budget Plan B would limit our stylist to 20 @ \$100 or 10 @ \$100. My hope is that the district will provide in kind services for the brochures and posters. If that doesn't happen we will utilize the monies available via this grant. I do plan to seek donations from the community. I've worked with a Mennonite Church that has provided me some financial assistance in the past. If I'm able to secure additional funds my preference would be to engage more barbers.</p> <p>The choice to utilize barbers and hair salons originated with the Innocence Project. If you research it you will discover the success they've had reaching mass numbers. The theory is that barbers have taken the place of church ministers in terms of discussing family issues. The adults and youth will be representative of all ECS students and families.</p> <p>The other bonus to this way of providing information to the clientele is that they are usually regulars and we will be able to document: How receptive they are to continuing the conversation, when they ask specific information about those at-risk, do follow-up, make referrals and request brochures.</p>	6/1/2022

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Elkhart High School
Class/Group: Girls Swimming / Diving
Number of Students: 3-10 (depends on advancement)
Date/Time Departing: Friday, Feb 11th @ am
Date/Time Returning: Saturday, Feb 12th @ pm
Destination: Indianapolis, IN INDIAN Natakrum
City State
Overnight facility: hotel in Indy
Mode of transportation: Mini bus (yellow bus) depends on #
Reason for trip: State Swimming / diving
IHSAA Try

Names of chaperones: Michelle Guise
Jenny Nolan

Cost per student: N/A \emptyset

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

Plans to defray costs for needy students: N/A

Are needy students made aware of plans? N/A

Signature of Teacher/Sponsor: JPT

Signature of ^{AD}Principal: [Signature] Date: 2/1/22
VERBAL APPROVAL OF CARY ANDERSON ***** (RT)

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

Approval of Assistant Superintendent: [Signature] Date: 2/1/22

Approval by Board: _____

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

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Elkhart High School

Class/Group: Gymnastics

Number of Students: 9

Date/Time Departing: Friday, Feb. 11th @ 4:30pm

Date/Time Returning: Saturday, Feb. 12th @ 8pm

Destination: Logansport H.S. Logansport IN.
City State

Overnight facility: Hotel in Logansport

Mode of transportation: Mini bus

Reason for trip: Participation in Logansport
H.S. Gymnastic Invite
on Feb 12th

Names of chaperones: Kathy Krauter
Jayme Janarelli

Cost per student: Ø

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

Plans to defray costs for needy students: N/A

Are needy students made aware of plans? N/A

Signature of Teacher/Sponsor: JDA

Signature of Principal: ^{AP} [Signature] Date: 2-1-22
VERBAL APPROVAL BY CARY ANDERSON 2/1/22

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

Approval of Assistant Superintendent: [Signature] Date: 2/1/22

Approval by Board: _____

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

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Elkhart High School
Class/Group: Wrestling
Number of Students: 1-10 (depends on advancing)
Date/Time Departing: Friday, Feb 11th @ 2 pm
Date/Time Returning: Saturday, Feb 12th @ 5 pm
Destination: FW Coliseum Fort Wayne IN.
Overnight facility: Hotel in Fort Wayne City State
Mode of transportation: Mini / yellow Bus (depends on #)
Reason for trip: IHSAA Tourney - Semi State

Names of chaperones: Zach Whicklear
Zach Corp

Cost per student: 0

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

Plans to defray costs for needy students: N/A

Are needy students made aware of plans? N/A

Signature of Teacher/Sponsor: JDA

Signature of Principal: ^{AD} [Signature] Date: 2/1/22
VERBAL APPROVAL BY CARY ANDERSON 2/1/22 (ED)

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

Approval of Assistant Superintendent: [Signature] Date: 2/1/22

Approval by Board: _____

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

**ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST**

School: Elkhart High School

Class/Group: Elkhart HS Varsity Winter Guard

Number of Students: 17

Date/Time Departing: Sat Feb 12, 2022

Date/Time Returning: Sun Feb 13, 2022

Destination: Indianapolis IN
City State

Overnight facility: Fairfield Inn and Suites by Marriott

Mode of Transportation: Elkhart Community School Bus Transportation

Reason for trip: Winter Guard Competition on Sat Feb 12
Winter Guard Competition on Sun Feb 13

Names of chaperones: Nikki Gernand

Andrea Sims

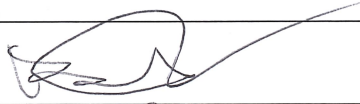
Cost per student: \$25

Describe Plans for Raising Funds or Funding Source: Elkhart HS Band Boosters

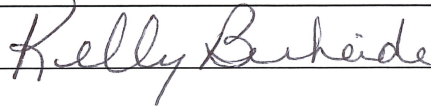
Plans to defray costs for needy students: Donation

Are needy students made aware of plans? yes

Signature of Teacher/Sponsor



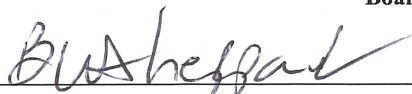
Signature of Principal:



Date: 2/1/22

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

Approval of Assistant Superintendent:



Date: 2/2/22

Approval by Board:

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Elkhart High School
Class/Group: Wrestling
Number of Students: 1-10 (depends on advancing)
Date/Time Departing: Friday, Feb 18th @ Noon
Date/Time Returning: Saturday, Feb 19th @ PM
Destination: Bankers Life Indy IN
City State
Overnight facility: Hotel in
Mode of transportation: Mini / yellow bus (depends on #)
Reason for trip: FHSAA Tourney - State

Names of chaperones: Zach Whickear
Zach Corp

Cost per student: 0
Describe Plans for Raising Funds or Funding Source: N/A

Plans to defray costs for needy students: N/A

Are needy students made aware of plans? N/A

Signature of Teacher/Sponsor: JDA

Signature of Principal: [Signature] Date: 2/1/22
VERBAL APPROVAL BY CARY ANDERSON 2/1/22 (RT)

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

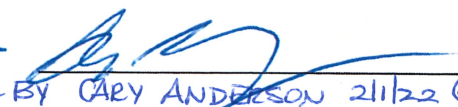

Approval of Assistant Superintendent: [Signature] Date: 2/1/22
Approval by Board: _____

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


ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Elkhart High School
Class/Group: Boys Swimming / Diving
Number of Students: 3-10 (depends on advancement)
Date/Time Departing: Friday, Feb 25 @ am
Date/Time Returning: Saturday, Feb 26 @ pm
Destination: Indianapolis, IN Input Natatorium
City State
Overnight facility: hotel in Ind
Mode of transportation: Mini / yellow bus (depends on #'s)
Reason for trip: State swimming / diving
IHSAA Try

Names of chaperones: Michelle Guise
Jenny Nolan
Cost per student: N/A \emptyset
Describe Plans for Raising Funds or Funding Source: N/A
Plans to defray costs for needy students: N/A
Are needy students made aware of plans? N/A
Signature of Teacher/Sponsor: JDT

Signature of Principal:  Date: 2/1/22
VERBAL APPROVAL BY CARY ANDERSON 2/1/22 

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

Approval of Assistant Superintendent:  Date: 2/1/22
Approval by Board: _____

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

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: ELKHART HIGH SCHOOL
Class/Group: AFJROTC DRILL TEAM
Number of Students: 10-15
Date/Time Departing: 11 MARCH 2022 1700 hrs
Date/Time Returning: 13 MARCH 2022 1800 hrs
Destination: DAYTON OHIO
Overnight facility: COMFORT INN WRIGHT PATTERSON City State
Mode of transportation: ACTIVITY BUSES (2)
Reason for trip: AFJROTC DRILL & COLOR GUARD
COMPETITION AT TECUMSEH H.S.
VISITING AIR FORCE MUSEUM AND
RETURNING TO ELKHART ON SUNDAY
Names of chaperones: SMSGT SCOTT RUTLEDGE
MAJOR JEFF DORMAN
Cost per student: FREE

Describe Plans for Raising Funds or Funding Source: FUNDRAISING HAS ALREADY OCCURRED

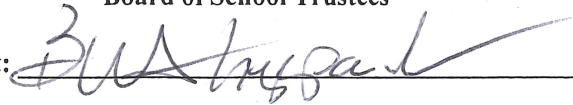
Plans to defray costs for needy students: FREE

Are needy students made aware of plans? N/A

Signature of Teacher/Sponsor: 

Signature of Principal: Kelly Blair Date: 1/24/22

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

Approval of Assistant Superintendent:  Date: 1/28/22

Approval by Board: _____

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

AMY REGLEIN PETERSEN - RIVERVIEW (0-0)	ProjectAWARE	ProjectAWARE
SARITA STEVENS - ESC (1-4)	ProjectAWARE	N/A
NINA SWARTZLANDER - BECK (0-0)	ProjectAWARE	N/A
ELIZABETH YODER - FRESHMAN DIVISION (0-0)	ProjectAWARE	N/A
SPARK HOPE 2022: A ONE DAY TBRI EXPERIENCE FOR SCHOOL ADMINISTRATORS	\$413.25	\$0.00
Learn about how Trust Based Relational Intervention can help restore hope and build resilience in school communities and be better equipped to meet the needs of students and teams of educators. Fortville, IN *Attendance is subject to local health guidelines* February 24, 2022 (1 day's absence) NATALIE BICKEL - ESC (2-4)	Title IV, FY20	N/A
	\$15,152.60	\$1,805.00
2021 YEAR-TO-DATE EDUCATION FUNDS	\$27,056.18	\$1,520.00
2022 YEAR-TO-DATE EDUCATION FUNDS	\$5,602.57	\$190.00
2021 YEAR-TO-DATE OTHER FUNDS	\$83,090.98	\$3,705.00
2021 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
2022 YEAR-TO-DATE OTHER FUNDS	\$30,920.34	\$3,515.00
2022 YEAR-TO-DATE ADJUSTMENTS	-\$2,547.75	\$0.00
GRAND TOTAL	\$144,122.32	\$8,930.00

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



HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. STEVEN THALHEIMER
FROM: MRS. MAGGIE LOZANO
DATE: FEBRUARY 8, 2022

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. The Administration presents for approval the recommendations of the Superintendent, made pursuant to Board Policy 3421.01A, for administrator compensation. The proposed increases and or one time payments are all within the ranges set forth in the aforementioned policy.
- b. **New Certified Staff** – We recommend the following new certified staff for employment in the 2021-22 school year:

Lauren Schmidt

EHS/Internship Coordinator

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

Michelle Neukom
Began: 8/20/01

Cleveland/Grade 2
Resign: 2/22/22

CLASSIFIED

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

Jennifer Gonzalez
Began: 11/18/21

Pinewood/Paraprofessional
PE: 2/4/22

Amber Lundgren
Began: 11/15/21

Pinewood/Paraprofessional
PE: 2/1/22

Tyler Troyer
Began: 11/29/21

Monger/Custodian
PE: 2/3/22

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

Dawn Bonney
Began: 10/6/21

Beardsley/Food Service
Resign: 1/24/22

Carla Raeder
Began: 8/15/19

Bristol/Food Service
Resign: 2/11/22

Charlena Thompson
Began: 1/22/19

Transportation/Bus Driver
Resign: 2/11/22

Louise Young
Began: 4/21/21

Transportation/Bus Helper
Resign: 2/1/22

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

Rebecca Crockett
Began: 1/30/89

Transportation/Bus Driver
Retire: 2/8/22
33 Years of Service

Martha Ramos
Began: 10/8/01

Beardsley/Technical Assistant
Retire: 2/25/22
20 Years of Service

d. **Unpaid Leave** – We recommend an unpaid leave for the following employee:

Jennifer Geers
Began: 1/10/22

EHS/Registered Nurse
End: 2/22/22

e. **Rescind Resignation** – We recommend acceptance of the rescission of a resignation of the following employee:

Dannae Brenneman

Transportation/Bus Driver



Application for Fundraiser Approval

School sponsored fundraisers must have the prior approval of the Board of School Trustees. Administrators seeking the approval of the Board must provide the following information to the Business Office:

Name of School: Date Submitted:

Name of sponsoring group, club, class, etc:

Name of employee responsible for the fundraiser:

Phone number of employee responsible for fundraiser:

Name of employee responsible for collecting proceeds from the fundraising activity (methods of payment allowed include cash and checks (no Paypal, Venmo, etc. or other forms of electronic payment accepted at this time)):

Description of the fundraising activity (include location if not at your school):

Does fundraising activity involve the sale of food to students on campus? Yes or No (circle one)

If yes, does fundraising activity comply with the current USDA Dietary Guidelines for Americans or SMART snacks guidelines? Yes or No (circle one)

Start Date/Time: End Date/Time:

For what purpose will the proceeds from this fundraiser be used?

Does the fundraiser require students to go door to door? Yes or No (circle one)

Are there any restrictions of the use of the proceeds from this fundraising activity?

Proposed Revised Administrative Regulation
(as presented during the 1/25/2022 BST meeting)

I acknowledge I have read and understand the policy regarding fund raising activities and sales adopted by the Board of School Trustees of the Elkhart Community Schools and agree to abide by the same.

Signature of employee responsible for fund raising activity: _____

Principal Signature: _____ Approved: _____ Denied: _____

Date Internal Control Video Completed by Sponsor: _____

Business Office Verification: _____

Business Office Signature: _____ Approved: _____ Denied: _____

Approved by the Board of School Trustees on _____

~~June 26, 2018~~ February 8, 2022

**RESOLUTION OF THE ELKHART COMMUNITY SCHOOLS
BOARD OF SCHOOL TRUSTEES**

*Use of Benefit Time
For Support Staff Employees in Relation to
Inclement Weather eLearning Days*

WHEREAS, in an effort to maintain a safe learning environment for its students as well as a safe working environment for its employees, the Board of School Trustees for Elkhart Community Schools (“Board”) has authorized the administration to cancel in-person instruction due to inclement weather and to provide instruction to students enrolled in the district’s schools through eLearning on these days; and

WHEREAS, the Board has determined it will be beneficial to provide for additional flexibility in the use of paid benefit time to be available for employees who would, as a result of cancelling in-person instruction, be subject to a loss of income; and

WHEREAS, the Board concludes continuing wage payments to employees, salaried and non-salaried, who may suffer a loss in pay due to an inclement weather emergency building closures, serves the legitimate purposes of maintaining morale, reducing turnover, and ensuring continuity of staffing when schools reopens.

NOW, THEREFORE, BE IT RESOLVED, by the Board of School Trustees of Elkhart Community Schools that for the current school year, Elkhart Community Schools (“ECS”) will temporarily implement the following operational procedures for the period beginning February 1, 2022 through May 27, 2022:

- A. An employee paid pursuant to the compensation plans listed below, who as a result of the closure of school buildings due to inclement weather and the cancellation of in-person instruction would lose income will be entitled to use district granted emergency inclement weather benefit days (in lieu of Academy Days) in order to be compensated for the loss of income due to the cancellation of in-person instruction on such day.

<u>Policy Number</u>	<u>Title</u>
3422.01S	Food Service Employees’ Compensation Plan
3422.03S	Bus Drivers’ Compensation Plan
3422.04S	Bus Helpers’ Wage Schedule
3422.06S	Secretarial/Business Compensation Plan (School Year Secretaries)
3422.08S	Paraprofessionals’ Compensation Plan
3422.09S	Technical Assistants’ Compensation Plan
3422.12S	Employees in Miscellaneous Positions Compensation Plan
3422.15S	Permanent Substitute Teachers’ Compensation Plan
3422.16S	Licensed Practical Nurses’ Compensation Plan

- B. The Chief Financial Officer is authorized to pay the aforementioned emergency inclement weather benefit days to at-will and/or hourly employees on inclement weather eLearning days when in-person instruction has been cancelled as determined by the Superintendent/designee, and employees in the classifications listed above would lose pay as a result of the cancellation of in-person instruction.

PASSED AND ADOPTED this 8th day of February, 2022.

President, Dacey S. Davis

Vice President, Troy E. Scott

Secretary, Douglas K. Weaver

Member, Babette S. Boling

Member, Kellie L. Mullins

Member, Anne M. VonDerVellen

Member, Roscoe L. Enfield, Jr.

ATTEST:

Secretary, Douglas K. Weaver

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS (Administrators)
Code	po3421.01A
Status	
Adopted	December 13, 2016
Last Revised	August 10, 2021
Last Reviewed	February 8, 2022

3421.01A - PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS (ADMINISTRATORS)

Administrative Salary Schedule

Salary - Low	Salary - High	Position
106,893	130,647	Assistant Superintendent of Exceptional Learners
106,893	130,647	Assistant Superintendent of Instruction
106,893	130,647	Assistant Superintendent of Student Services
106,893	130,647	Chief Operating Officer
105,893	129,426	Chief Financial Officer
105,894	129,426	Director of Elkhart Area Career Center
105,894	129,426	District Counsel/Chief of Staff
105,894	129,426	Executive High School Principal
95,904	117,216	Director of Elementary Curriculum
95,904	117,216	Director of Human Resources
95,904	117,216	Director of Technology
95,904	117,216	Director of Federal Programs
85,914	105,006	Director of Transportation
85,914	105,006	Director of Food Services
93,906	114,774	Elkhart Area Career Center Principal
85,914	105,006	Elementary Principal
93,906	114,774	Middle School Principal
85,914	105,006	Director of Literacy
85,914	105,006	High School Principal School of Study
85,914	105,006	Supervisor of Special Programs
76,923	94,017	Alternative Programs Principal
86,913	106,227	High School Athletic Director
76,923	94,017	Assistant Director of Human Resources
76,923	94,017	Controller
76,923	94,017	Director of Counseling
76,923	94,017	High School Assistant Principal
76,923	94,017	Middle School Assistant Principal

76,923	94,017	Supervisor of Accounting, Audits, and Investments
68,931	84,249	Director of Communication
68,931	84,249	Director of Inclusion
68,931	84,249	Elementary Assistant Principal
68,931	84,249	Principal of School Without Walls/Elementary Academy
68,931	84,249	Supervisor of Student Services/Attendance Officer
68,931	84,249	Director of School Safety, Security, and Risk Assessment
60,769	75,496	High School Assistant Athletic Director

The Superintendent or his/her designee is directed by the Board to conduct a bi-annual analysis of administrative salaries to ensure pay equity exists for those administrators subject to the provisions of this policy.

Placement of Newly Employed Administrators on the Administrator Salary Schedule

The Superintendent shall place newly employed administrators on the salary schedule by application of the rubric set forth in the table below:

Hiring Rubric	Column A Times Factor	Column B Possible Points
Education	max 12 2	24
BA with Licensure	5	
MA with Licensure	8	
Ed.S with Licensure	10	
Ph.D with Licensure	12	
Experience	max 2	30
	15	
3-5 years	5	
6-10 years	10	
10+ years	15	
Environment	max 13 2	26
Coming from District Unlike ECS	4	
Coming from District Like ECS	8	
Coming From ECS	13	
Superintendent Discretion	max 10 2	20
Total Points		100

The points awarded to the incoming administrator in Column B translate to the percentage of the range which would be applied. For example:

The range of salaries for elementary principals may vary by \$19,000 from the lowest possible salary to the highest possible salary for administrators in this category. A newly employed principal may have the following characteristics:

Education	MA = 8 points x 2	16 points
Experience	5 years = 5 points x 2	10 points
Environment	Like Elkhart Schools = 8 x 2	16 points
Discretion	Using no discretion	0 points
Total Points		42 points

For the purpose of this rubric, environment shall be defined as urban districts with demographics similar to Elkhart Community Schools.

The incoming administrator would then receive a percentage of the total variance between the lowest and highest possible salary equivalent to the points earned. In the example described above, the incoming administrator's initial salary would be \$7,980 above the lowest possible salary for an administrator in that category.

Position Value Matrix

A committee of three (3) administrators appointed by the Superintendent shall utilize the position value matrix, set forth below, in order to make a recommendation to the Superintendent regarding the appropriate placement of any newly created administrative position on the Corporation's Administrative Salary Schedule, and for the reclassification of any currently existing administrative position whenever there has been a substantial change in responsibilities for such position.

Component	Minimal	Low	Medium	High
Expertise and Education <i>(Total Points Available 40)</i>	10 POINTS Position involves complicated procedures, skills, or equipment that are integrated within the overall departmental operation, but does not require much experience. Position description indicates a Bachelor's Degree is preferred.	20 POINTS Position requires a college level education in a professional or technical field, advanced skills, and a vocational level knowledge of a professional field. Position description indicates a Bachelor's Degree is required but might also require further credentials or certifications.	30 POINTS Position requires college level education in a professional or technical field, broadened by extensive related work experience. Position description indicates a Master's Degree is required.	40 POINTS Position requires professional, technical, or managerial expertise in at least one field, developed through extensive experience, training and education to the point of being an authority in the Corporation. Position description indicates a requirement for education beyond a Master's Degree.
Decision-Making Discretion and Impact <i>(Total points Available 60)</i>	15 POINTS Decisions made by this position usually directly affect the quality, quantity, and timeliness of work produced by this position itself, those closely engaged in	30 POINTS Decisions made by this position usually directly affect the success of a major department or school in meeting its objectives. Decisions are roughly balanced	45 POINTS Decisions made by this position usually directly affect the success of the District in meeting its objectives and mission. The majority of decisions are related to program and resource planning,	60 POINTS Decisions made in these positions regularly affect the short- and long-term success of the District. Decisions are balanced roughly between those related to strategic plans and program/resource planning and

	related work (work unit), or, at times, by those in different work units. The majority of decisions made by this position relate to how the work should be done (work execution), but some relate to work planning.	between planning and execution.	allocation, and adjustment.	allocation. Effects of decisions are characterized by a high visibility inside and outside the organization.	
Interpersonal Relations <i>(Total Points Available 20)</i>	5 POINTS Position requires the normal courtesy and respect for others expected of any employee. Contact is primarily with coworkers and supervisors.	10 POINTS Position requires the normal courtesy and respect for others expected of any employee, plus a moderate degree of tact. Contact is with employees, students, and the public on primarily routine requests or inquiries.	15 POINTS Position requires more than normal courtesy and respect for others. Position requires sufficient tact and diplomacy to effectively handle regular contact outside of the organization on difficult or sensitive matters; job might alternatively, require extensive interaction with students.	20 POINTS Position requires, in addition to tact and diplomacy, the ability to persuade and motivate others, both inside and outside the organization, to take desired action. Position is characterized by regular interaction with the Board of Education and the public on complex and highly sensitive matters.	
Supervision <i>(Total Points Available 20)</i>	5 POINTS Directly supervises non-administrative positions, does not have any direct reports, and/or completes limited work on cross-departmental projects.	10 POINTS Directly supervises employees and administrators mainly with Minimal Expertise and Education and/or Supervision requirements. Position maintains supervisory capacities consistent with those of Asst. Principals at the Elementary or Middle School Level.	15 POINTS Directly supervises employees and administrators mainly with Low Expertise and Education and/or Supervision requirements. Position maintains supervisory capacities consistent with those of Elementary/Middle School Principals, or School of Study Principals.	20 POINTS Directly supervises administrators, especially those with 1) Medium Expertise and Education and/or Supervision requirements, and 2) responsibility for large and complex departments or facilities. Position maintains supervisory capacities consistent to or greater than	

				those of High School Principals.
Fiscal Responsibilities (Total Points Available 20)	5 POINTS Position monitors a minimal budget, at most.	10 POINTS Position may monitor a small-to-moderate budget.	15 POINTS Position monitors a budget comparable to that of an Elementary or Middle School.	20 POINTS Position monitors a budget comparable to that of a High School or of a District.
Complexity (Total Points Available 40)	10 POINTS Job tasks and conditions are diverse and considerable discretion is allowed and required to accomplish them utilizing a variety of procedures within a framework of general instructions.	20 POINTS The work objective and the fundamental principles of the job's discipline (teaching, accounting, social work, personnel, etc.) are the framework within which decisions are made and tasks are accomplished. The job tasks focus on the objective rather than the procedures used.	30 POINTS Goals, policies, and Board directives are fairly specific; however, this position must use considerable judgment in determining how to get work done or solve the problem. Job is characterized by rapidly changing issues, problems, and requirements dealing with the matters of significant and strategic importance to the district.	40 POINTS Within the framework of general Board policy, strategic planning, and long-range goals, this position is responsible for pointing the way by establishing more specific goals and objectives. This position is responsible for initiating changes in Board policy, district priorities, etc. in response to a variety of input from both inside and outside the organization.

Annual Base Salary Amount

Each year, two (2) representatives of the Board, two (2) representatives of the administrative staff, the Superintendent, and Chief Financial Officer shall meet and determine a recommendation to the Board regarding allocation of funds toward salary range, fringe benefits, and funds for performance awards. A school year shall be July 1 through June 30.

Salary Ranges, Placement, and Appeal

Annually, the Superintendent, utilizing input from various sources where applicable, will establish a salary for each administrator. Such salary shall be established within the salary range for each position on the Administrative Salary Schedule. After establishing such salaries, the Superintendent shall report such recommended salaries to the Board.

An administrator who is not satisfied with their salary placement may schedule a meeting with the Superintendent to discuss his or her concerns.

An administrator employed on a less than a twelve (12) month contract shall be eligible to be reimbursed for up to five (5) days for time worked beyond the term of his or her contract. The rate of pay shall be \$~~200~~¹⁰⁰ per day so long as the reason for working is

shown on the list below.

- A. Required conference/training attendance
- B. Interviewing prospective employees
- C. Curriculum work
- D. Other, with prior approval of the Superintendent

To receive reimbursement, the administrator must prepare a properly completed payroll form and submit it to the Superintendent for approval. Additional days beyond five (5) may be utilized only with prior approval of the Superintendent.

Length of Administrative Contract

Each administrator who is to continue to be employed shall be recommended by the Superintendent for re-employment. The length of contract may be for a period not to exceed three (3) years with compensation review to be made on an annual basis.

Revised 12/12/17

Revised 3/10/20

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED PROFESSIONAL STAFF FRINGE BENEFITS (ADMINISTRATORS)
Code	po3421.04A
Status	
Adopted	January 1, 2017
Last Revised	February 8, 2022

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 basic~~ salary schedule **set forth in Board Policy 3421.01A**, the Elkhart Community Schools contributes toward a policy for each ~~administrative regular-classified~~ employee, working 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. 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 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.
- b. The administrator shall notify 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 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 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 \$2,000.00 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 one hundred percent (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 LEAVES OF ABSENCE
Code	po3430.01A
Status	
Adopted	November 22, 2016
Last Reviewed	February 8, 2022

3430.01A - LEAVES OF ABSENCE

Personal Leave

- A. Each administrator is entitled to ~~paid three (3) days of~~ personal leave days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of employment, in accordance with the schedule set forth below. Such leave shall not be used for the sole purpose to extend school vacation periods.
1. 0 - 4 consecutive years of ECS service 3 days
 2. 5 - 19 consecutive years of ECS service 4 days
 3. 20 or more consecutive years of ECS service 5 days
- B. Unused personal leave days shall at the end of each contract year be transferred in whole to sick leave.

Sick Leave

- A. Each administrator shall each year be entitled to be absent from work on account of illness, physical disability, or quarantine for a total of one (1) day per month while under contract. Such days will be credited to the administrator's sick leave account at the beginning of such administrator's employment contract each year, and all allotted days are available for use at any time during such contract year. Accumulated sick leave days are not paid at retirement.
- B. Verified sick leave days, not to exceed fifty percent (50%) of the days contracted with the Elkhart Community Schools, may be transferred from another school corporation to the Elkhart Community Schools. This shall be retroactively effective from July 1, 1985.
- C. If in any one (1) contract year the administrator is absent less than the allotted number of sick leave days, the unused days shall be accumulative to an amount equal to the number of days contracted in the current year, exclusive of days awarded under the current contract.

D. Sick Leave Bank

An administrative sick leave bank shall be established for those employees who are employed as an administrator. Upon adoption of this policy section and notwithstanding any other subsection of this section, each administrator shall have deducted one (1) day of sick leave from the number of sick leave days such administrator would otherwise be entitled to during the year this policy section shall be adopted. Any administrator employed subsequent to adoption of this policy shall likewise have one (1) day of such leave deducted. The employer shall upon adoption of this policy section contribute one (1) sick leave day to the sick leave bank for each administrator employed on the date of adoption of this policy section, and shall thereafter contribute one (1) sick leave day to the sick leave bank for each administrator employed subsequent to the adoption of this policy section. Furthermore, the employer shall on July 1 of each year contribute to the sick leave bank a number of days equal to the number of unused sick leave that administrators have accumulated beyond their number of contracted days during the twelve (12) month period prior to such July 1. An administrator may apply for a loan of sick leave days from the sick leave bank, provided the following conditions and procedures shall apply:

1. All accumulated and non-accumulated sick leave and personal leave days of the applicant shall have been exhausted at the time of application.

2. Loans awarded shall begin three (3) days after exhaustion of all the applicant's sick leave and personal leave days. No sick leave benefits shall be payable for the first three (3) days after exhaustion of such leave days.
3. A maximum of seventy-five (75) days will be allowed for any one (1) individual annually.
4. Subsequent to returning to work, all sick leave days granted by the employer which exceed the State minimum requirements shall be deducted from the number of sick leave days an administrator is otherwise eligible for under this section, and shall be credited to the bank upon such deduction. Such deduction and credit shall be made each year of employment until the number of days previously loaned has been repaid.
5. Application for a loan shall be made in writing to the Superintendent or his authorized designee. The Superintendent shall at his discretion grant or deny all loans.
6. Application shall be accompanied by an affidavit signed by a physician licensed to practice medicine, certifying that the applicant is temporarily disabled. "Temporarily disabled" shall mean inability to perform all of the duties of the administrator. Such doctor's statement shall also include the nature of the disability, treatment being rendered, and prognosis for a return to work. Further certification may be required by the employer from time to time.
7. Application for a loan may be made by the administrator's authorized representative in the event an administrator is unable to do so personally. Such authorization shall be in writing, unless waived by the Superintendent or his authorized designee

Family Illness Leave

- A. All administrators are allowed up to twenty (20) days leave annually for illness in the immediate family which is non-accumulative and independent of sick leave policies. Immediate family shall be defined as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepmother, stepfather, stepchildren, or any other member of the family unit living in the same household.
- B. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days.

Bereavement

- A. In case of death(s) within the immediate family, the administrator shall be provided with a leave of seven (7) calendar days beyond the death and shall receive full compensation for all working days during such leave. Immediate family shall be defined as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepmother, stepfather, stepchildren, or any member of the family unit living in the same household.
- B. If more than one (1) case of death in the immediate family should occur, seven (7) calendar days will be granted for each death, provided that said days may be concurrent in the event of deaths occurring within seven (7) calendar days.
- C. One (1) day's paid leave shall be granted for attendance at a funeral of a close friend, or any relative (blood or affinity) other than one (1) in the immediate family. One (1) additional day shall be granted for travel when needed.
- D. When requested, additional bereavement days with or without pay may be granted by the Superintendent or designee.

Health Leave

- A. An administrator shall be granted a health leave after one (1) year of service if the administrator requests such leave and the request is supported by a physician's statement. The leave may be granted up to a maximum of one (1) year plus an unfinished year.
- B. In the event that the Board has reason to believe an administrator's physical or mental health may be interfering with the successful performance of his/her responsibilities, the Board may require an examination and doctor's statement certifying that the administrator is physically and/or mentally capable of completing the duties required of his/her assignment.
- C. Any administrator on health leave may choose to continue all fringe benefits for which s/he is eligible. To receive insurance coverage, the administrator must make arrangements with the Business Office for payment in advance of the premiums. Upon return, the recipient shall be reimbursed for the Board's contribution for insurance premiums for the period of the leave as part of his/her first check.

Maternity Leave

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

- A. Any administrator who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of the School Corporation in which she serves at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the administrator shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.
- B. All or any portion of leave taken by an administrator because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. After her available sick leave has been used, the administrator may be absent without pay, subject to "Personal Leave" of this section. This leave may be taken without jeopardy to re-employment, retirement and salary benefits, tenure, and seniority rights.

Political Leave

- A. In the event any administrator serves in the General Assembly of the State of Indiana, s/he shall be given credit for the time spent in such service, including but not limited to, the time or the days spent for council or committee meetings.
- B. Such leave shall not diminish the administrator's rights under the Indiana teachers' retirement benefits or his/her advancement on any State or local salary schedule. While on such leave of absence, the administrator is deemed to be employed by the Board.
- C. Such leave shall be without pay, except that such administrator is entitled to all insurance fringe benefits.

Professional Leaves

- A. A leave of absence without pay may be granted by the Board, at its discretion, to an administrator for the purpose of travel, teaching abroad or in a college or university, advanced study, elective or appointive office in an educational or professional association or organization, or other work or study programs.
- B. Employees on such leave may continue in the group major medical, hospitalization, disability, and life insurance plans at their own expense by paying the premiums in advance. Arrangement for payment shall be made through the Business Office.
- C. If such request is granted, the Board shall enter into the Board minutes the name of such person granted a leave and the length or period of such leave.
- D. Upon return from such leave, the administrator will be placed in the same or similar position, and shall be placed in the same position on the Administrative Salary Schedule as such administrator would have been had s/he been employed in such position during such period.

Jury and Witness Duty

When an administrator is summoned to serve as a juror or subpoenaed to serve as a witness, the absence shall be excused. The administrator shall be compensated at a rate which when added to the jury or witness pay shall equal his/her daily rate.

Emergency Leave Day

The Superintendent shall have the discretion to grant, upon submission of a written request setting forth the need for such leave, emergency leave days.

All requests for a paid leave of absence by administrators shall be presented to the Board for approval.

RFP Specifications

RFP Name: Elkhart Schools Demographic, Enrollment, and Capacity Services

Release Date: February 23, 2022

Due Date: March 25, 2022

Address Inquiries To: Dr. Steve Thalheimer, Superintendent

Phone: 574-262-5526

Email: sthalheimer@elkhart.k12.in.us

Elkhart Community Schools (the "District") seeks sealed proposals from qualified demographic and school planning professionals to assist the District in completing a demographic, enrollment, and building capacity study. The District seeks to understand coming changes in local demographics and student enrollment in order to identify future resource needs and potential challenges the District might face in the next 5-10 years.

The District is interested in the following services:

A. Enrollment Analysis and Student Projections

Goals:

- To provide meaningful information about how the demographics of the District are changing.
- To identify enrollment trends and potential disruptions that may occur.
- To improve the accuracy of enrollment projections over a five-year to ten-year period.

Consultant tasks:

1. Obtain information from all applicable municipal, county, and regional planning departments for housing developments and other information important to the long-term projections. Please describe the process you will use, including the various contacts you will make and the information you plan to gather. Also, explain how the information will be used in the engagement. How will you determine when to set up face-to-face meetings versus virtual meetings, telephone calls, or emails? What other activities will you do to become sufficiently familiar with the region to accurately model enrollment?
2. Will you use census data in your analysis? If so, what information will you use and how will it be used in the model?
3. Recognize and project trends in non-public school enrollment, including charter schools, virtual schools, and home-schooled students.
4. Prepare five-year and ten-year projections for each school. Please indicate what factors will be used as inputs and the outputs that are generated by the projection. Provide a schedule showing a sample of past projections made by your firm for other clients with comparisons of actual enrollment for those same periods and how reliable such projections proved.
5. Supplemental Questions for Consideration:
 - a) How are new properties being marketed?
 - b) What long-term future residential development plans might be on the horizon?

- c) How might changes in commercial properties influence tax base and population changes? What new industry is anticipated to affect residency?
- d) How have other similarly situated school districts around the country addressed similar demographic changes?
- e) For near-term developments, how many students can we really expect to be entering our schools, and at what grade levels would they enroll?

B. Capacity Analysis

Goals:

- To identify the maximum and functional capacities of each school.
- To account for existing rooms within each building, the size of the rooms, and special programs offered within each building.

Consultant tasks:

1. Please describe how you would calculate capacity information for schools. What is a standard estimate of class size and how much excess capacity is typically allowed for? In addition to the information listed above, what additional information do you need? Please attach a sample of a capacity report that you might recommend to the District. This will be used for evaluation purposes. Once engaged, the selected consultant may choose an alternative approach based on additional information provided by the District.
2. Provide a model that the District can maintain going forward. Please describe the model you would develop.
3. Provide an overview of the school district's educational programs that highlights any special facility needs including any instructional practices or planned curriculums that require special design features, or any change in the type of use of each facility

C. Boundary Analysis

Goal:

- To identify multiple boundary adjustment options and possible school mergers to balance projected enrollment with functional capacity over the next ten years.

Consultant tasks:

1. Prepare various alternatives to balance the projected enrollment with capacity. Provide examples showing the format of past recommendations, including any maps and supplementary information. Provide the rationale of pros and cons of each option (this should include cost impacts on facility changes and transportation).
2. Discuss the steps you might follow to create various options. What information will be required? What outputs are created for each option?
3. Specifically, prepare an analysis of combining middle schools and of moving sixth grades from current elementary schools to the middle schools. What impacts would this have for facilities, transportation, and for both certified and support staff?
4. The selected Consultant may be asked to prepare other alternatives based on feedback from the district.
5. Develop options the District could use to address increased student enrollment with its current property/facilities.

D. External Factors Impact Analysis

Goal:

- To identify what other pertinent external factors might impact enrollment or capacity.
Consultant task:
 1. Please describe how you would determine what external factors would potentially impact student enrollment or capacity that the District has not requested or considered.

E. Deliverables

The District would expect upon completion of the scope of work the following products:

- A. Enrollment Analysis and Student Projections
 - a. Overall analysis of demographic and student trends over the next 10 years, including anticipated impact of industry, housing, migration, and other factors.
 - b. Five and ten year projections of student enrollment by building
- B. Capacity Analysis
 - a. Classroom count and capacity by school with explanation of standards for utilization informing the capacity provided
- C. Boundary Analysis
 - a. Possibilities for combining elementary schools based on capacity and proximity
 - b. Possibilities for combining middle schools based on capacity
 - c. Possibilities for moving sixth grade classrooms to middle schools and ramifications upon elementary capacity
- D. External Factors Impact Analysis
 - a. Presentation of any factors or considerations not included in the basic fact finding

Such information would be presented to the Superintendent in a written report also available in digital format. Additionally, the information would be presented to the Board of School Trustees in a public meeting. For purposes of this RFP, the Consultant is not expected to attend subsequent meetings. Please indicate the cost if asked to attend other meetings.

PROPOSAL REQUIREMENTS

The proposal must contain the following sections in the order presented below. Proposals that do not include these sections will be considered non-responsive and as such will not be considered.

A: Vendor Signature and Proposal Form (Appendix A)

Fill out completely the Proposal Cover Sheet

B: Letter of Interest

The proposal should be introduced with a letter of interest that includes a synopsis of services and highlights the capacity to perform the work. The letter should be signed by an authorized representative.

C: Profile, Experience and References

Outline history, scope of services, experience and references. Provide related work experience, education, training, and any other pertinent data that would demonstrate competence and experience in this type of work. Provide the name, title, experience, qualifications, and contact information of the individual who would serve as the representative to the District. Provide a list of Indiana and/or regional school districts for which the Proposer has provided services.

D: Proposed Solution Meeting Specifications/Requirements

Fully address how the specifications and requirements will be met. Provide any applicable details and processes that will be utilized to meet the needs identified.

E: Cost Proposal

The Vendor is to provide a firm fixed cost proposal. The firm fixed cost will include a sum total for the scope of services with a detailed line item cost for the following elements:

- a. Enrollment Analysis and Student Projections
- b. Capacity Analysis
- c. Boundary Analysis
- d. External Factors Impact Analysis

Cost proposal is to be inclusive of expenses required to perform the services as outlined. Such expenses shall include:

- Gathering, analyzing, and presenting all data
- Research and analysis for preparation of study
- All sub-consultant fees
- Printing
- Travel required
- Meetings
- Prompt communication
- If there are services that the Vendor is not able to conduct or complete, please list "NO BID" as the cost for that section.
- List any additional fees that are not listed in the elements above that may be required to complete the services as outlined.

F: Litigation History

List and describe all litigation/violations in the last five years. State the beginning and end date, each lawsuit, case, or proceeding and the judgment or resolution or anticipated judgment or resolution.

G: E-Verify and Federal Work Authorization Affidavit (Appendix B)

Completed Federal Work Authorization Program (E-Verify) Affidavit

SELECTION PROCESS SPECIFICATIONS

- A. Upon receipt and after opening, all proposals will be evaluated by the District. Additional information (i.e. copies of similar reports conducted for other clients) necessary to the evaluation process may be requested from the Vendor, where appropriate.
- B. If needed, the District will select two (2) and up to three (3) Vendors for the interview selection process, which will be scheduled beginning April 11, 2022.
- C. By submitting a RFP, the Vendor specifically agrees that the decision of Elkhart Community Schools is final and binding and the Vendor agrees to all terms set forth in this RFP.
- D. Many factors will be considered in evaluating each RFP, including, but not limited to: references in the public school sector, prior experience or history with the District, the degree to which all specifications will meet or exceed the requirements, the extent to which the proposal best fits the needs of the District, cost, and other reasonable criteria.

SEALED ENVELOPE SPECIFICATIONS

- A. Two (2) copies of the proposal must be received in a sealed envelope at Elkhart Community Schools J. C. Rice Education Center no later than 11:00 A.M. EST on March 11, 2022.
- B. All proposals should be submitted on 8 1/2" by 11" paper, single sided, with consecutive page numbers. Proposals should be prepared simply and economically, providing a concise delineation of the capabilities proposed to satisfy the requirements of the RFP. Completeness and clarity of content shall be emphasized. Unnecessarily elaborate bindings, brochures, descriptions, or other expensive presentation materials are not required beyond what is being requested in this RFP. Proposals may be submitted in black and white rather than color. In addition, upon request, an electronic PDF copy of the proposal should be made available.
- C. Clearly written on the outside of the sealed envelope must be the words "Elkhart Schools Demographic, Enrollment, and Capacity Services"
- D. Proposals are to be received at:
 - Elkhart Community Schools
 - Attn: Steve Thalheimer
 - 2720 California Road
 - Elkhart, IN 46514

It shall be the responsibility of the Vendor to ensure that their proposal has been received by the District prior to the opening date and time. The Vendor should not assume that envelopes that have been delivered by the US Postal Service, UPS, or FedEx are in the correct hands for the bid opening.

- E. All costs incurred in the preparation of the proposal shall be the sole responsibility of the Vendor.

TERMINATION

- A. Any Agreement derived from this RFP may be terminated by either party upon thirty (30) days advance written notice to the other party. Provided, however, any work or service hereunder is in progress, but not completed as of the date of termination, then said Agreement may be extended upon written approval of the District until said work or services are completed and accepted. Termination by the District for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

INDEMNIFICATION

- A. To the fullest extent permitted by the law, the Vendor shall indemnify, defend with legal counsel acceptable to the District, and hold harmless the District, its Board of Education, Board Members, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from personal injury, bodily injury, sickness, disease, or death, failure to make payment to suppliers, or injury to or destruction of tangible property, but only to the extent caused by

the acts or omissions of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts the Vendor may be liable.

- B. By responding to this RFP all Vendors acknowledge and agree that the District cannot and will not agree to indemnify, defend or hold harmless the Vendor in any manner.

VENDOR REQUIREMENTS

- A. The Vendor shall possess all current permits and licenses for operation.
- B. No Vendor staff members may be under the influence of alcohol and/or drugs while in the performance of their duties with the District. Rudeness, vulgar or obscene language or inappropriate physical contact will not be tolerated.
- C. The Vendor shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the District, including any committee member, for the purpose of influencing consideration of this RFP.
- D. The Vendor must have been in business for a minimum of five years.
- E. The Vendor will not assign any of the rights, duties, or payments arising under any agreement to any third party without the prior written consent of the District.
- F. The Vendor will disclose if any owners of their company are currently employed by or related to people employed by Elkhart Community Schools, including persons who may sub for the District.
- G. It is the intent of this RFP and specifications to select a Vendor(s) for the fulfillment of this RFP. The District, however, is under no obligation to assign, reward or select any Vendor in response to the RFP.
- H. The Vendor will comply with all relevant and applicable federal, state, and local employment laws, rules, and regulations.
- I. Every provision of law and clause required by law to be inserted in any agreement with the District will be deemed to be inserted and the Agreement will be read and enforced as though it were included.
- J. No Vendor will perform services or deliver products without a District purchase order.

INSURANCE

- A. A proof of a standard liability coverage policy in the face amount of \$1,000,000 is to be provided to the superintendent's office of Elkhart Community Schools prior to commencement of work on this project.

BILLING & PAYMENT PROCEDURES

- A. An invoice for the full amount of the fee agreed upon plus a completed W9 shall be submitted along with the final report at the time the report is delivered to Elkhart Community Schools. Payment will be made by ECS within thirty (30) days of receipt of invoice.

PROPOSAL COVER SHEET

RFP Name: Elkhart Schools Demographic, Enrollment, and Capacity Services

Release Date: February 9, 2022

Due Date: March 11, 2022

RETURN TWO (2) COPIES OF PROPOSAL NO LATER THAN March 11, 2022, by 11:00 AM EST

Mail to: Elkhart Community Schools
Attn: Steve Thalheimer
2720 California Road
Elkhart, IN 46514

The Proposer hereby declares understanding, agreement and certification of compliance to provide the services in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

SIGNATURE REQUIRED FOR RFP TO BE CONSIDERED COMPLETE

Authorized Signature _____

Date _____

Agent's Name _____

Title _____

Firm Name _____

Main Address _____

City _____

State _____

Zip Code _____

Phone Number _____

Fax Number _____

E-Mail Address _____

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11 and Board Policy PO8121, a Contractor entering into a contract with Elkhart Community Schools (“District”) is required to enroll in and verify the work eligibility status of all its newly-hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly-hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the District, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

My commission expires: _____ (Signed) _____

a. Residing in _____ County, State of _____