

NOTICE OF EXECUTIVE SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

Date: Tuesday, July 26, 2022

Time: 5:45 p.m.

Purpose: Reference Indiana Code Section 5-14-1.5-6.1-(b)-
(3) For discussion of the assessment, design,
and implementation of school safety and
security measures, plans, and systems.

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



Superintendent of Schools

Posted and electronically
delivered to School Attorney and
News Media on Wednesday,
July 20, 2022 and electronically
delivered to Board Members
on Wednesday, July 20, 2022.

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

NOTICE OF MEETING TIME CHANGE

Date: Tuesday, July 26, 2022
Time: 6:15 p.m.
Location: J.C. Rice Educational Services Center
2720 California Road
Elkhart, Indiana 46514



Superintendent of Schools

Posted and electronically delivered to School Attorney and News Media on Wednesday, July 20, 2022 and electronically delivered to Board Members on Wednesday, July 20, 2022.

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

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

July 26, 2022

CALENDAR

July	26	5:45 p.m.	Executive Session, J.C. Rice Educational Services Center
July	26	6:15 p.m.	Public Work Session, J.C. Rice Educational Services Center
July	26	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Aug	9	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Aug	9	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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

- Minutes – July 12, 2022 – Public Work Session
- Minutes – July 12, 2022 – Regular Board Meeting
- Claims
- Fundraisers
- Extra-Curricular Purchases
- Gift Acceptance
- Conference Leave Requests
- Grants
- Overnight Trips
- Personnel Report

- F. OLD BUSINESS
- G. NEW BUSINESS

Board Policy 2266 - Proposed Revised Non-Discrimination and Anti-Harassment on the Basis of Sex in Education Programs or Activities - The administration presents proposed revisions to Board Policy 2266 – Non-Discrimination and Anti-Harassment on the Basis of Sex in Education Programs or Activities for initial consideration.

Board Policy - 3421.04A - Professional Staff Fringe Benefits (Administrators) - the Administration presents proposed revisions to Board Policy 3421.04A - Professional Staff Fringe Benefits (Administrators) for initial consideration.

New Course Offering - The administration presents a proposed new course offering for Board review: Topics in Computer Science.

Financial Report – June 2022

Insurance Update

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

July 12, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 6:01 p.m.

Place/Time

Board Members Present:	Dacey S. Davis Douglas K. Weaver	Babette S. Boling Roscoe L. Enfield, Jr. Kellie L. Mullins Anne M. VonDerVellen
---------------------------	-------------------------------------	--

Roll Call

Absent: Troy E. Scott

ECS Staff Present:	Steve Thalheimer Mindy Higginson	Brad Sheppard
-----------------------	-------------------------------------	---------------

The Board received an overview and analysis of local assessment data (NWEA, Savvas) as well as an update on Elevate K-12.

Topics Discussed

The meeting adjourned at approximately 7:36 p.m.

Adjournment

APPROVED:

Signatures

Dacey S. Davis, President

Babette S. Boling, Member

Troy E. Scott, Vice President

Roscoe L. Enfield, Jr., Member

Douglas K. Weaver, Secretary

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

July 12, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart
- at 7:45 p.m.

Place/Time

Roll Call

Board Members Present: Dacey S. Davis
Douglas K. Weaver
Babette Boling
Roscoe L. Enfield, Jr.
Kellie L. Mullins
Anne M. VonDerVellen

Absent: Troy E. Scott

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

Call to Order

Board member Rocky Enfield recited the Elkhart Promise.

The Elkhart Promise

Ms. Davis discussed the invitation to speak protocol.

Tara White, director of literacy, shared a Moment of Pride highlighting Elkhart Community Schools' (ECS) partnership with Smekens Education. Over the past four years, Smekens has provided professional development as well as quarterly coaching to ECS's elementary and middle teachers focusing on improving instruction in writing and literacy through simple, high quality, effective, and engaging instruction. Mrs. White shared a Smekens Education video from this year's premiere event which highlighted nine of ECS's teachers and how they organized and implemented new instructional strategies in their classrooms.

Moment of Pride

Next, Mrs. White introduced Morgan Smith, an Osolo teacher who spoke about how amazing it was to see nine ECS teachers shining on the national stage. She explained Smekens is not a curriculum, but professionals who actually teach teachers about their standards and how to build a playbook focused on these standards; this year, the primary focus was on comprehension skills. They helped teachers create a "lane" for each standard and then showed them how to build it by establishing a common language which will follow students' across the district, kindergarten through grade twelve. This common language will not only improve standardized test scores but will promote student growth and success across their educational journey.

Ms. Smith specifically thanked Board members for the quarterly coaching opportunity where Smekens are in the building, working with teachers to continue building instructional practices/strategies for reading and writing skills.

In closing, Mrs. White thanked all the teachers across the district for their hard work and dedication to the Smekens training over the past four years. This truly is a time to celebrate their growth and success as teachers.

By unanimous action, the Board approved a motion to amend the agenda to include the preliminary approval of a contract with Elevate K-12.	Motion to Amend the Agenda
By unanimous action, the Board approved the following consent items:	Consent Items
Minutes – June 28, 2022 – Public Work Session Minutes – June 28, 2022 – Regular Board Meeting	Minutes
Payment of claims totaling \$10,508,561.63 as shown on the June 14, 2022, claims listing. (Codified File 2223-1)	Payment of Claims
Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the July 12, 2022 listings. (Codified File 2223-2)	Conference Leave Requests
	Personnel Report
Administrative appointment of the following certified employee: Kerry Leader – principal at West Side, 8/1/22	Administrative Appointment
Employment of the following eight (8) certified employees: Ashley Fogarty – special ed intern at Exceptional Learners, 8/8/22 Cortney Freedline – medical assisting at EACC, 8/8/22 Deana Gregory – FACS at Freshman Division, 8/8/22 Arthur Hughes – art at EHS Arts & Communication, 8/8/22 Lori Huntzinger – grade 1 at Pinewood, 8/8/22 Erin Phend – mathematics at North Side, 8/8/22 Angel Sherrod – grade 3 at Roosevelt, 8/8/22 Charles Wolter – grade 6 at Pinewood, 8/8/22	Certified Employment
Resignation of the following fourteen (14) certified staff members on dates indicated: Cassie Conrod – veterinary at EACC, 8/5/22 Brenda Cruz – ENL at West Side, 5/27/22 Matthew Gish – art at Pinewood, 5/27/22	Certified Resignations

Whitney Grandison Alexander – intervention at Roosevelt, 5/27/22
 Traci Henn – special education at Pierre Moran, 6/30/22
 Jerry Miller – grade 6 at Woodland, 6/28/22
 Erin Petersen – special education at West Side, 5/27/22
 Regina Roberson – early college counselor at Freshman Division, 6/6/22
 Madalyn Roth – science at West Side, 5/27/22
 Jeanette Schena – kindergarten at Beardsley, 5/27/22
 Barry Singrey – academic dean at Freshman Division, 6/15/22
 Hilary Singrey – grade 6 at Monger, 5/27/22
 Caroline Veraldo – grade 4 at Cleveland, 5/27/22
 Kristine Weimer – principal at Osolo, 6/15/22

- Agreement regarding ancillary services. (Codified File 2223-3) Agreement
- Employment of the following two (2) classified employees: Classified Employment
 - Caitlin Mangrum – custodian supervisor for EHS/ETI, 7/5/22
 - Justin Tylka – mail copy center clerk at ESC, 7/11/22
- Resignation of the following three (3) classified employees, effective on the dates indicated: Classified Resignations
 - Sondia Branscomb – substitute at Roosevelt, 5/27/22
 - Valerie Moore – supervisor accounting, audits, and investments at ESC, 6/30/22
 - Cathy Snyder – paraprofessional at Woodland, 5/27/22
- Retirement of the following classified employee, effective on the date indicated: Classified Retirements
 - Cathy Skipper – assistant supervisor, 7/13/22 with 18 Years of Service
- Reassignment of the following classified employee to a certified position: Classified Reassignment
 - Ashley Fogarty – paraprofessional at Eastwood, 8/8/22

By unanimous action, the Board approved proposed changes to Board Policy 3421.01A – Professional Staff Contracts and Compensation Plans (Administrators) as presented during the June 28, 2022 Board meeting. In response to Board inquiry, Brian Buckley and Jacquie Rost, EHS athletic directors, clarified how the former duties of the eliminated position of high school assistant athletic director would be delegated going forward. Board Policy 3421.01A

In response to Board inquiry, Beth Williams, director of federal programs, explained the director of EL, along with the support of an EL coach, will be responsible for training and working with teachers

and administrators in all schools. In response to further Board inquiry, Mrs. Williams explained the higher the grade level, the more difficult it is for students to move up in English Proficiency Levels. The sole focus of the director of EL will be set on EL students in an effort to help students be successful and move up levels.

By unanimous action, the Board proposed changes to Board Policy 3422.06S – Secretarial/Business Compensation Plan as presented during the June 28, 2022 Board meeting. In response to Board inquiry, Mrs. Williams explained one of the requirements is to be bilingual which will help the department provide immediate assistance to EL families. This position falls under Instructional Leadership and as with all secretaries, they will be expected to help across the department as needed.

Board Policy
3422.06S

By unanimous action, the Board authorized the bulk sale of iPads having reached the end of their lifecycles.

Sale of iPads

The Annual Financial Report was shared with the Board and will be published as required by State law between August 1 and 15. (Codified File 2223-4)

Annual
Financial Report

By unanimous action, the Board adopted a resolution to approve the IRS adjusted mileage rate of \$0.625 effective July 1, 2022. (Codified File 2223-5)

Resolution

By unanimous action, the Board authorized the preliminary approval of a contract with Elevate K-12 provided the administration response to Board member questions via email by the end of work day on Friday, July 15, 2022 and utilize teachers who are interested in teaching additional classes/virtual class in another school/classroom in lieu of an Elevate K-12 class when possible.

Elevate K-12

Audience member Alex Holtz, EHS math teacher, shared with the Board that EHS had a 78.8% pass rate with a three (3) or higher for the AP AB Calculus exam. He recognized math teachers, Jill Halloran-Barnes and Amy Semancik as well as the commitment shown by all participating students. Mr. Holtz did not know the details of the AP test scores from other AP courses offered at EHS but noted they had similar results.

From the
Audience

Superintendent Thalheimer thanked the Instructional Leadership Team for gathering the data and presenting an overview and analysis of our local data assessments during the work session. He continued, the administrative team is working on a detailed plan which will begin with an explanation of what steps have already been taken to address some of the academic/instructional concerns. Then they will move on to show a composite picture of all the data and how it is being used to drive the focus of professional development across the district. The

From the
Superintendent

district guiding coalition, which includes both principal and district administrator representation, met this week and had a very productive meeting. They discussed and will contribute to the plan relative to the PLC process, essential standards, common formative assessments, and how to best move these pieces forward within the plan. The plan will also include the district's mission, vision, commitment, goals and specific student metrics that will be used.

Board member spoke about the Title IX Board Policy which will be reviewed at a later date.

From the Board

The meeting adjourned at approximately 8:48 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

School	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Elkhart High - Boys Cross Country	The student-athletes will do a tag-team Run-A-Thon The funds raised from the Run-A-Thon will help pay for team shirts and basic equipment for athletes.	9/3/2022 8:30am - 10:30am	7/11/2022	Adam Homo
	Please note the following fundraisers are presented for confirmation only.			

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

July 20, 2022

TO: Dr. Steven Thalheimer
Board of School Trustees

FROM: Kevin Scott

SUBJECT: Extra-Curricular Purchase

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

SCHOOL/ACCOUNT	ITEM	AMOUNT
Elkhart High/Elkhart Blazer Football Fund	2-Man LEV Sled	\$3,299.00



ELKHART HIGH SCHOOL EAST

ONE BLAZER BOULEVARD • ELKHART, IN 46516
PHONE: 574-295-4700



ELKHART COMMUNITY SCHOOLS

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

To: Board of School Trustees
From: Brian Buckley, Athletic Director
Date: July 18, 2022

RE: Football Equipment

The Elkhart High School Athletic Department would like to purchase a 2-Man LEV Sled from Rogers Athletic Company for our football team. This sled will be used for training purposes.

We are requesting board approval of the attached quote so that we may purchase this equipment as soon as possible. The purchase will be made using funds donated from Elkhart Blazer Football Fund (Elkhart Community Foundation).



3760 W. Ludington Dr
 Farwell, MI 48622
 PHONE: 800-248-0270
 FAX: 888-549-9659
 www.rogersathletic.com

QUOTE FORM for Elkhart Central High School
 Quote: SQ-220715-0057809
 Offer Valid Through: 8/14/2022
 Proposed by: Geoffrey Knaggs

Quote Form

Quote Reference Number: 0057809

Address Information

Bill To:
 Elkhart Central High School
 One Blazer Drive
 Elkhart, Indiana 46516
 United States

Ship To:
 Elkhart Central High School
 One Blazer Drive
 Elkhart, Indiana 46516
 United States

Contact Buying: Brian Buckley
Phone: (219) 295-4720
Email: bbuckley@elkhart.k12.in.us

Contact Shipping: Brian Buckley

Terms and Conditions

Payment Method: Check
Payment Terms: Net 30 Days

Delivery Terms: FOB Source
Billing Method: Email

Elkhart Central High School - FB071122 - 07-15-2022

Product Lines

Product	Product Code	Quantity	Sales Price	Amount
2 Man LEV Sled (Surge Black)	411402	1.0 Each	\$3,129.00	\$3,129.00

Additional Charges/Credits

Additional Charge/Credit	Quantity	Sales Price	Amount
Shipping	1.0	\$170.00	\$170.00

Products Total: \$3,129.00
 Additional Charges/Credits Total: \$170.00
Net Amount: \$3,299.00

Specific Terms

Assembly required on Sleds/Chutes
 Quoted price does not include any State and/or Local Taxes unless specified in the quotation
 Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order
 Shipping rates are subject to change
 Freight Terms: FOB Clare - MI
 Rogers Athletic collects tax in the following states: AL AR CA CO FL GA IL IN MI NJ PA TX WA
 A Tax Exemption Certificate must be provided at time of order placement or sales tax will be added to the order
 These can be forwarded to the following email address: taxexemptions@rogersgrp.com
 All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation
 Visa - Mastercard - American Express and Discover Accepted



ELKHART HIGH SCHOOL EAST

ONE BLAZER BOULEVARD • ELKHART, IN 46516

PHONE: 574-295-4700



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: July 14, 2022

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Brian Buckley & Jacquie Rost
Elkhart High School Athletic Department

RE: Donation Approval

A donation in the amount of \$2,000.00 has been given to the Elkhart High School Boys Soccer program from Consolidated Metals, INC. These funds will be used to assist with growth of our Boys Soccer program.

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

Consolidated Metals, INC
625 E. Twiggs Ste. 110 PMB 97617
Tampa, FL 33602



INSTRUCTIONAL LEADERSHIP

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: DR. BRADLEY SHEPPARD

DATE: JULY 11, 2022

GIFT ACCEPTANCE – MUSIC DEPARTMENT

Don and Dee Smith have offered to donate one (1) Parson 4/4 Violin (no serial number) to the music department of the Elkhart Community Schools.

Quinlan & Fabish Music Company has examined the instrument and finds it to be in good condition. The fair market value of the violin is \$200.00.

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

**Don and Dee Smith
19798 McDonald Pl
Westfield IN 46074**



ELKHART HIGH SCHOOL EAST

ONE BLAZER BOULEVARD • ELKHART, IN 46516

PHONE: 574-295-4700

★ ★

ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: July 14, 2022

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Brian Buckley & Jacquie Rost
Elkhart High School Athletic Department

RE: Donation Approval

A donation in the amount of \$4,529.00 has been given to the Elkhart High School football program from the Elkhart Blue Blazer Football fund. These funds will be used to assist with the purchase of equipment for our football program.

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

Elkhart Blue Blazer Football
% Elkhart Community Foundation
240 East Jackson Blvd.
Elkhart, IN 46514



ELKHART HIGH SCHOOL EAST

ONE BLAZER BOULEVARD • ELKHART, IN 46516

PHONE: 574-295-4700



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: July 14, 2022

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Brian Buckley & Jacquie Rost
Elkhart High School Athletic Department

RE: Donation Approval

A donation in the amount of \$500.00 has been given to the Elkhart High School Boys Soccer program from Green Stream Company. These funds will be used to assist with growth of our Boys Soccer program.

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


Green Stream Company
P.O. Box 2341
Elkhart, IN 46515-2341

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: July 21, 2022

TO: Dr. Steve Thalheimer, Superintendent

FROM: Dr. Bradley Sheppard 

RE: **Conference Leave Requests**
July 26, 2022 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

2021 - 2022 CONFERENCES	EXPENSES	SUBSTITUTE
PLC CONFERENCE	\$103,006.88	\$0.00
<p>The PLC process is increasingly recognized as the most powerful strategy for sustained, substantive school improvement. This institute will provide the knowledge and tools to impement this powerful process in my school and district. At this conference, we will delve deep into the three big ideas of a PLC - focus on learning, build a collaborative culture, and results orientation - and will gain specific, practical, and inspiring strategies for transforming our school and district into a place where all students learn at high levels.</p>		
Lincolnshire, IL <i>*Attendance is subject to local health guidelines*</i>		
August 1 - 3, 2022 (0 or 3 day's absence)		
ADAMS, JENEVA - FRESHMAN DIVISION (0-0)	ESSER III	N/A
ALLEN, JENNIFER - PINESWOOD (0-0)	ESSER III	N/A
ALMASRI, ROBYN - ELKHART ACADEMY (0-0)	ESSER III	N/A
ANDREWS, JENNIFER - EHS/BIR (0-0)	ESSER III	N/A
BAKER, KEITH - FRESHMAN DIVISION (0-0)	ESSER III	N/A
BEAUCHAMP, DAMIAN - BRISTOL (0-0)	ESSER III	N/A
BICKEL, NATALIE - ESC (0-0)	2021/22 Title I Basic Grant	N/A
BIDDLE, SARAH - DALY (0-0)	2021/22 Title I Basic Grant	N/A
BLOUGH, KELLY - PRIDE ACADEMY (0-0)	ESSER III	N/A
BOGGS, BREANNE - DALY (0-0)	2021/22 Title I Basic Grant	N/A
BONDS, LATOSHA - EHS/HS (0-0)	ESSER III	N/A
BONNER, CYNTHIA - EHS	ESSER III	N/A
BRANDER, LINDSEY - ESC (0-0)	2021/22 Title I Basic Grant	N/A
BRANTL, MEGHAN - EASTWOOD (0-0)	ESSER III	N/A
CARMICHAEL, KELLY - CLEVELAND (0-0)	ESSER III	N/A
CARR, REBEKAH - FEESER (0-0)	ESSER III	N/A
CASON, RACHEL - DALY (0-0)	2021/22 Title I Basic Grant	N/A
CASSELL, DAVID - PRIDE ACADEMY (0-0)	ESSER III	N/A
CHANDLER, ERIC - PRIDE ACADEMY (0-0)	ESSER III	N/A
CORSON, EILEEN - EHS/HS (0-0)	ESSER III	N/A
COX, LINDSEY - ESC (0-0)	2021/22 Title I Basic Grant	N/A
DAVIS, VIRESSA - PIERRE MORAN (0-0)	2021/22 Title I Basic Grant	N/A
DELANGHE, PEGGY - EASTWOOD (0-0)	ESSER III	N/A
DENNIS, JENNIFER - EASTWOOD (0-0)	ESSER III	N/A
DULEY, SHANNON - DALY (0-0)	2021/22 Title I Basic Grant	N/A
ENGLAND, ANTHONY - ESC (0-0)	ESSER III	N/A
FARRAND, JANE - BRISTOL (0-0)	ESSER III	N/A

FARROW, DEVETTA - TBA (0-0)	2021/22 Title I Basic Grant	N/A
FROST, DEBORAH - EASTWOOD (0-0)	ESSER III	N/A
GARCIA, JENNIFER - EACC (0-0)	ESSER III	N/A
GAWTHROP, NATASHA - BRISTOL (0-0)	ESSER III	N/A
GINGERICH, LIZ - BRISTOL (0-0)	ESSER III	N/A
GOINS, TERVONDA - PINWOOD (0-0)	ESSER III	N/A
GROVE, ANITA - BRISTOL (0-0)	ESSER III	N/A
HAMMONTREE, BRYAN - ELKHART ACADEMY (0-0)	ESSER III	N/A
HARMON, CHRISTOPER - DALY (0-0)	2021/22 Title I Basic Grant	N/A
HARRIS, NICOLE - EASTWOOD (0-0)	ESSER III	N/A
HAWN, BETH - PINWOOD (0-0)	ESSER III	N/A
HAYS, VICTORIA - EASTWOOD (0-0)	ESSER III	N/A
HERRICK, CHRISTINA - EASTWOOD (0-0)	ESSER III	N/A
HERTSEL, MELISSA - EACC (0-0)	ESSER III	N/A
HIGLEY, JENNIFER - FRESHMAN DIVISION (0-0)	ESSER III	N/A
HIPSHER, CHRIS - EASTWOOD (0-0)	ESSER III	N/A
HOSTETLER, MARTIN - EACC (0-0)	ESSER III	N/A
HUNT, SARAH - PRIDE ACADEMY (0-0)	ESSER III	N/A
IRVING, DANA - PRIDE ACADEMY (0-0)	ESSER III	N/A
JONES, STEPHEN - EACC (0-0)	ESSER III	N/A
KARAGIANNIS, STELLIOS - ELKHART ACADEMY (0-0)	ESSER III	N/A
KELLY, KATHLEEN - DALY (0-0)	2021/22 Title I Basic Grant	N/A
KELM, TRACY - FEESER (0-0)	ESSER III	N/A
KEMPTON, MACKINZIE - DALY (0-0)	2021/22 Title I Basic Grant	N/A
KIEHL, ASHLEY - DALY (0-0)	2021/22 Title I Basic Grant	N/A
KING, MINDY - WEST SIDE (0-0)	ESSER III	N/A
KISSINGER, LARRY - EHS/NR (0-0)	ESSER III	N/A
KOVATCH, ELYSSA - WEST SIDE (0-0)	ESSER III	N/A
KUCERA, TRISHA - FEESER (0-0)	ESSER III	N/A
LANE, KATHRYN - EHS/HPS (0-0)	ESSER III	N/A
LEMLEY, MEGAN - FEESER (0-0)	ESSER III	N/A
LESPERANCE, CAROLYN - FEESER (1-3)	ESSER III	N/A
MILLER, TANISHA - FRESHMAN DIVISION (0-0)	ESSER III	N/A
MILLER, TINA - PRIDE ACADEMY (0-0)	ESSER III	N/A
MURRAY, BROOKE - BEARDSLEY (0-0)	2021/22 Title I Basic Grant	N/A
NELSON, SESALIE - DALY (0-0)	2021/22 Title I Basic Grant	N/A
NEMETH, JACKIE - BRISTOL (0-0)	ESSER III	N/A
OVERGAARD, DOROTHY - ELKHART ACADEMY (0-0)	ESSER III	N/A
PEDLEY, TIM - BRISTOL (0-0)	ESSER III	N/A
PRESSWOOD, JAMI - EHS (0-0)	ESSER III	N/A
PRESSWOOD, ROBERT - EHS (0-0)	ESSER III	N/A
REVOIR, AMBER - FRESHMAN DIVISION (0-0)	ESSER III	N/A
ROHYANS, HEATHER - DALY (0-0)	2021/22 Title I Basic Grant	N/A

RUSHENBERG, JOANNA - FEESER (0-0)	ESSER III	N/A
SASSAMAN, SCOTT - EACC (0-0)	ESSER III	N/A
SAWYER, BRITNEY - PINWOOD (0-0)	ESSER III	N/A
SCHROEDER, MARK - WEST SIDE (0-0)	ESSER III	N/A
SCHUMAN, ASHLEY - BRISTOL (0-0)	ESSER III	N/A
SEESE, MACHELLE - BEARDSLEY (0-0)	2021/22 Title I Basic Grant	N/A
SERGE, NICOLE - BEARDSLEY (0-0)	2021/22 Title I Basic Grant	N/A
SHAFFER, CARUS - WEST SIDE (0-0)	ESSER III	N/A
SHAFFER, ERICA - CLEVELAND (0-0)	ESSER III	N/A
SMITH, JOLEEN - EACC (0-0)	ESSER III	N/A
SMURR, SARAH - EHS/HPS (0-0)	ESSER III	N/A
STARZYK, CARA - EHS/HS (0-0)	ESSER III	N/A
STORER, CARA - FRESHMAN DIVISION (0-0)	ESSER III	N/A
STORER, LORENA - EACC (0-0)	ESSER III	N/A
STRACK, SARA - FEESER (0-0)	ESSER III	N/A
STROVEN, BETH - DALY (0-0)	2021/22 Title I Basic Grant	N/A
TAYLOR, ALICIA - FEESER (0-0)	ESSER III	N/A
TEPE, MORGAN - BEARDSLEY (0-0)	2021/22 Title I Basic Grant	N/A
TOWNSLEY, BRITTANY - EHS/AC (0-0)	ESSER III	N/A
TRIGG, DENNIS - FRESHMAN DIVISION (0-0)	ESSER III	N/A
WHITE, TARA - ESC (0-0)	ESSER III	N/A
YODER, ELONA - EHS/ETI (0-0)	ESSER III	N/A
TARANTINO, NANCI - PRIDE ADADEMY (0-0) <small>only if there is a cancellation</small>	ESSER III	N/A
ZITKUS, EMILY - PRIDE ACADEMY (0-0) <small>only if there is a cancellation</small>	ESSER III	N/A
FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)	EXPENSES	SUBSTITUTE
IU ACP CS102/I 101 INSTRUCTOR TRAINING	\$343.36	\$0.00
This is required instruction for offering ACP CS courses CS102 and I 101. Bloomington, IN <small>*Attendance is subject to local health guidelines*</small> July 26 - 27, 2022 (0 day's absence) JULIE TYRAKOWSKI - EHS/ETI (0-0)	<i>Education Fund</i>	N/A
	\$103,350.24	\$0.00
2021 YEAR-TO-DATE EDUCATION FUNDS	\$27,056.18	\$1,520.00
2022 YEAR-TO-DATE EDUCATION FUNDS	\$11,994.57	\$1,330.00
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	\$90,007.65	\$3,895.00
2022 YEAR-TO-DATE ADJUSTMENTS	-\$2,547.75	\$0.00
GRAND TOTAL	\$209,601.63	\$10,450.00

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

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.	What is the grant submission deadline?
Attract, Prepare, Retain Grant: Expanding and Diversifying Indiana's Educator Pipeline	Indiana Department of Education	Elkhart Community Schools	Dr. Mindy Higginson	5 million (to be allocated throughout the state of Indiana for the grant recipients)	Funds will be applied to grow and support our current Mentor/Mentee Program for new teachers and to support efforts for teacher recruitment to Elkhart Community Schools. Dr. Higginson and Dr. Thalheimer will oversee the management of the grant.	The district is suffering a severe staffing shortage. We are in need of teachers to fulfill the Elkhart promise and help raise the level of academic achievement for students. These funds will be utilized to retain the teachers we currently have and seek out new teachers to come to our school district. We need to take immediate action to take care of the teachers we currently have so they stay with Elkhart Community Schools and intentional action to recruit.	Mentor/Mentee Program Retention Efforts: 70,000 (Raise the stipend for all mentor teachers as well as raise expectations for the mentors) Intentional Mentor Training: 6000.00 Train Mentors how to be mentors and support new teachers in their roles Materials for Mentor/Mentee Meetings: 10,000 Recruitment Efforts: 30,000 Possible reboot of the What's Next Program that was previously sponsored through the Chamber of Commerce Travel Expenses for Teacher Recruitment Efforts: 10,000 Possible travel to colleges/universities for intentional teacher recruitment to the Elkhart Area Health and Wellness for New Teachers: Calm App, books, speakers, etc. 50,000 Misc Expenses 20,000 Dr. Higginson has organized a meeting with potential community partners and leaders for higher education from local universities to brainstorm other possible ideas for teacher retention and recruitment	8/5/2022
Target gift card	Target	Pinewood elementary	Britney Sawyer	\$500.00	For classroom supplies that students may not be able to supply.	This funds will help purchase supplies for project based learning that will be linked to plc learning outcomes.	We will use the funds to get items from the school supply lists	12/31/2022

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Elkhart High School

Class/Group: Varsity Volleyball

Number of Students: 24

Date/Time Departing: Friday, July 15 @ 8am

Date/Time Returning: Sunday, July 17 @ 8pm

Destination: Purdue University W. Lafayette, IN
City State

Overnight facility: Purdue dorms

Mode of transportation: Mini buses or yellow bus

Reason for trip: VB Team Camp - optional participation

Names of chaperones: Jacquie Rost, Adrienne Bushaw,
Kybi Groser, Taylor Schulteis

Cost per student: \$410.00

Describe Plans for Raising Funds or Funding Source: —

Plans to defray costs for needy students: —

Are needy students made aware of plans? —

Signature of Teacher/Sponsor: Jacquie Rost

Signature of Principal: AD [Signature] Date: _____

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

Approval of Assistant Superintendent: [Signature] Date: _____

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: Girls Cross Country Team

Number of Students: 12

Date/Time Departing: September 2nd, 2022 4:30 pm

Date/Time Returning: September 3rd, 2022 3 pm

Destination: Indian Wesleyan University, Marion, IN

Overnight facility: Holiday INN 1000 N. Baldwin Ave. ^{City} Marion, ^{State} IN 46952

Mode of transportation: Activity Bus

Reason for trip: To compete in the Marion Invitational

Names of chaperones: Bekah Shenk

Cost per student: \$50.00

Describe Plans for Raising Funds or Funding Source: tshirt and snow cone sales - also donations to team

Plans to defray costs for needy students: use fundraising money

Are needy students made aware of plans? yes

Signature of Teacher/Sponsor: Rebekah Shenk

Signature of ^{AD}Principal: [Signature]

Date: 7-14-22

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

Approval of Assistant Superintendent: [Signature]

Date: 7/15/22

Approval by Board: _____

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



TO: DR. STEVEN THALHEIMER
FROM: MS. MAGGIE LOZANO
DATE: JULY 26, 2022

PERSONNEL RECOMMENDATIONS

CERTIFIED

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

Kaitlyn Andrews	Beck/Grade 5
Ami Damer-Schlamersdorf	Eastwood/Kindergarten
Sarah Folk	Riverview/Grade 1
Shana Lipsky	Pinewood/Art
Sarah Mott	Elkhart High Business Relations/Science
Clare Palenchar	North Side/Language Arts
Collin Pica	North Side/Social Studies
Frank Pizana	Freshman Division/Spanish
JoAnna Ralstin	Career Center/Health Occupations
Sean Ryder	Pierre Moran/Physical Education
Carol Weld	Freshman Division/French

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

Brenda Emerson Career Center/Career to Education 23 Years of Service

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

Grant Choler	West Side/Math
Began: 8/17/09	Resign: 5/27/22

Lisa Graves Began: 8/20/98	West Side/Language Arts Resign: 5/27/22
Lauren Lambert Began: 1/7/19	Feeser/Grade 6 Resign: 5/27/22
Lindsey Mette Began: 8/9/21	Freshman Division/Social Studies Resign: 5/27/22
Melissa Morey Began: 8/9/21	Hawthorne/Intervention Resign: 5/27/22
Bryan Nowakowski Began: 8/19/99	Roosevelt/Grade 3 Resign: 5/27/22
Shelbie Rodeman Began: 8/9/21	Freshman Division/Social Studies Resign: 5/27/22
Derek Suits Began: 11/30/20	Pinewood/Physical Education Resign: 5/27/22
Robert Teitsma Began: 11/1/04	North Side/Science Resign: 5/27/22
Paul Walker Began: 8/9/21	Elkhart High Business Relations/Business Resign: 5/27/22
Jacob Yant Began: 9/7/21	Elkhart High Business Relations/Language Arts Resign: 5/27/22

d. **Leave** – We recommend the approval of a parental leave for the following employee:

Rachel Mallo Begin: 8/11/22	Daly/Grade 4 End: 5/25/23
---------------------------------------	-------------------------------------

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

Kyle Bauer Began: 1/25/21	Elkhart High Human Services/Science Deceased: 7/10/22
-------------------------------------	---

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

Larry Kissinger	Elkhart High Natural Resources/Math
------------------------	--



CLASSIFIED

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

William Johnson Jr.	Building Services/Custodian
Began: 5/23/22	PE: 7/18/22

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

Nichole Kurzhal	Commissary/Food Service
Began: 9/10/19	Resign: 5/27/22

Cori Ledden-Edmisten	Feeser/Paraprofessional
Began: 9/12/16	Resign: 5/27/22

Kimberly Platt	West Side/Food Service
Began: 3/8/22	Resign: 5/27/22

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

Larry Kissinger	Elkhart High/Scheduling Coordinator
------------------------	--



Book	Policy Manual
Section	2000 Program
Title	PROPOSED REVISED NON-DISCRIMINATION AND ANTI-HARASSMENT ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2266
Status	
Adopted	January 12, 2021
Last Reviewed	July 28, 2022

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

TITLE IX

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

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

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

B. TITLE IX SEXUAL HARASSMENT POLICY.

1. Application of This Policy.

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

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

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

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

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

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

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

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

District Counsel/Chief of Staff

2720 California Road
Elkhart IN 46514
574-262-5517

Assistant Superintendent of Exceptional Learners

2720 California Road
Elkhart IN 46514
574-262-5860

2. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

4. Increased monitoring or supervision.

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

3. Title IX Coordinator.

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

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

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

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

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

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

4. Training.

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

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

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

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

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

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

5. Confidentiality.

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

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

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

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

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

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

6. Retaliation Prohibited.

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

7. Conflict of Interest.

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

8. Dissemination and Notice.

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

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

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

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

9. Records and Record-Keeping.

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

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

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

Records for each formal complaint of sexual harassment, including:

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

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

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

a. Report of Sexual Harassment.

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

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

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

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

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

b. District Response to Report of Sexual Harassment.

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

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

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

c. Formal Complaints.

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

d. Limitation on Disciplinary Action.

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

completed.

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

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

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

C. **TITLE IX GRIEVANCE PROCESS.**

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

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

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

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

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

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

At a minimum, a formal complaint must:

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

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

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

2. Initial Steps and Notice of Formal Complaint.

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

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

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

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

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

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

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

4. **Timeframe of Grievance Process.**

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

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

a. Summary of Grievance Process Timeline.

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

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

5. Investigation.

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

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

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

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

6. Determination of Responsibility and Initial Decision Maker.

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

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

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

7. Dismissal of a Formal Complaint.

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

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

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

8. Appeals Process.

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

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

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

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

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

9. Finality of Determination of Responsibility.

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

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

10. Informal Resolution.

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

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

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
Last Reviewed	July 26, 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 salary schedule set forth in Board Policy 3421.01A, the Elkhart Community Schools contributes toward a policy for each administrative employee, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans provided by the Board.

B. Life

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

C. Disability

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

D. Liability - Automobile

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

SECTION 4. Professional Membership Reimbursement

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

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

A. Definitions

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

B. Eligibility Requirements

1. Retirement

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

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

2. Severance

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

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

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

SECTION 6. Retirement Benefits

A. Health Insurance

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

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

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

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

- a. Immediately following retirement, the administrator and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:
 1. While the retired administrator and spouse, if any, remain enrolled in the health insurance plan, the retired administrator and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
 2. Within ninety (90) days of the retirement date, the administrator has provided a written request to Elkhart Community Schools for continuing insurance coverage for the administrator and spouse, if any.
- b. When a retired administrator becomes eligible for Medicare, the administrator's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated, according to applicable law. (The same termination of eligibility shall also apply when a retired administrator's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with the applicable federal and state laws that establish an eligible administrator's right to continue health insurance for the administrator and spouse.

B. Life Insurance

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

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

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

Option 1.

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

Option 2.

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

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

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

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

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

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

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

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

1. The amount calculated for each administrator will be invested in a separate account. There will be no co-mingling of accounts and each administrator may determine how his or her account shall be invested among the investment options made available by the investment vendor for this 401(a) Retirement Plan. In addition to the foregoing contribution, the Elkhart Community Schools will contribute one-half percent (.5%) of each administrator's monthly base salary effective July 1, 2007.
2. Until such time that the administrator has properly retired from employment with Elkhart Community Schools by having given a proper written notice and actually retiring from employment, the administrator shall have no access to the assets held in his or her separate 401(a) Retirement Plan account.
3. If an Administrator or Executive Assistant dies or severs employment before satisfaction of the vesting requirements set forth in this agreement, the terminated employee's 401(a) Retirement Plan account shall be forfeited. The forfeited

amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Retirement Plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) Retirement Plan accounts of the following Administrators and Executive Assistants will not share in the reallocation of a forfeiture of a 401(a) Retirement Plan account:

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

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

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

SECTION 7. Severance Benefits

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

1. Financial Benefits

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

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

2. Non-Elective 403(b) Program

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

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

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

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

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

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

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

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

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

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

4. Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently re-hired or re-employed by the employer. Said administrator shall be treated as a "new employee" and only be entitled to the benefit for administrators hired subsequent to July 1, 2006. However, if the Board approves a leave of absence for an administrator, such period of leave shall not result in a forfeiture, provided the administrator promptly returns to employment upon expiration of the period of leave.
5. Following severance and the satisfaction of the requirements set forth in this policy, the severed administrator may elect to commence distributions from his/her 401(a) Severance Plan account. If an administrator dies after having satisfied the vesting requirements of this policy, the deceased administrator's 401(a) Severance Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his/her 401(a) Severance Plan account.

SECTION 8. Disability Benefits

A. Health Insurance

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

B. Life Insurance

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

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

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

C. Financial Benefits

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

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

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

SECTION 9. Death Benefits

A. Health Insurance

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

B. Financial Benefits

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

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

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

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

SECTION 10. 401(a) Plan

Effective the 2001-2002 school year until July 1, 2006, Elkhart Community Schools will begin providing employer contributions into a 401(a) Plan for each administrator. Five hundred dollars (\$500) for each administrator will be contributed by March 31, 2002, and one-half percent (0.5%) of each employee's monthly base salary for 2002-2003 will be contributed monthly beginning in September of 2002 until July 2006. Participants in the 401(a) Plan must have completed ten (10) years of continuous employment with Elkhart Community Schools in order to be vested in the 401(a) Plan.

SECTION 11. VEBA

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

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

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

made available by the vendor for the VEBA.

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

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

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

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

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

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

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

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

actuarial basis.

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

Elkhart Community Schools New Course Proposal for 2022-2023

Proposals for new courses submitted 3 semesters prior to implementation.

State Title	7351 - Topics in Computer Science
Course Description	Topics in Computer Science (7351) is designed for students to investigate emerging disciplines within the field of computer science such as data science, artificial intelligence, app/game development, and security. Students will utilize knowledge related to these areas and programming skills to develop solutions to authentic problems.
Grade Levels	10-12
Pathway	Computer Science & Information Technology
Length of Course	Full Year
Prerequisites	7183 - Principles of Computing

Additional Required Information:

Resources	Code.org; CodeHS;
Additional cost?	None at this time
Rationale for the course	This course is concentrator A for the CS and IT pathway.
How does this course fit into your department's and your school's total program?	It is the 2nd course for our CS pathway
Anticipated number of students	45-60
What courses might this replace in their schedules?	Intro to CS and CS1/AP CS Principles
Name of person on staff licensed to teach this course	Neil Bahbah, Julie Tyrakowski, Jill Halloran-Barnes

Teacher Signature

Guidance Chair

Principal or Assistant Principal

Revised 09.30.19

Date:

Date:

Date:

3-3-22

3-3-22

Brendley Sheppard
7/20/22

Recd 7/11/22

ACCOUNT BALANCES/INVESTMENT DETAIL
June 2022

CASH:

Petty Cash	\$	500.00
Lunch Change Fund		-

BANK ACCOUNTS:

Teachers Credit Union	\$	2,981,430.53
Lake City Bank – Accounts Payable		(1,248,568.19)
Lake City Bank – Payroll Account		(12,630.15)
Lake City Bank – Flex Account		73,863.61
Lake City Bank – Merchant Account		-
Lake City Bank – Prepaid Lunch		93,704.87
Lake City Bank – Deposit Account		43,864,249.35
Lake City Bank – Book Rental		-
BMO Harris Bank (UMR insurance)		407,420.00

INVESTMENTS:

Certificate of Deposit		-
------------------------	--	---

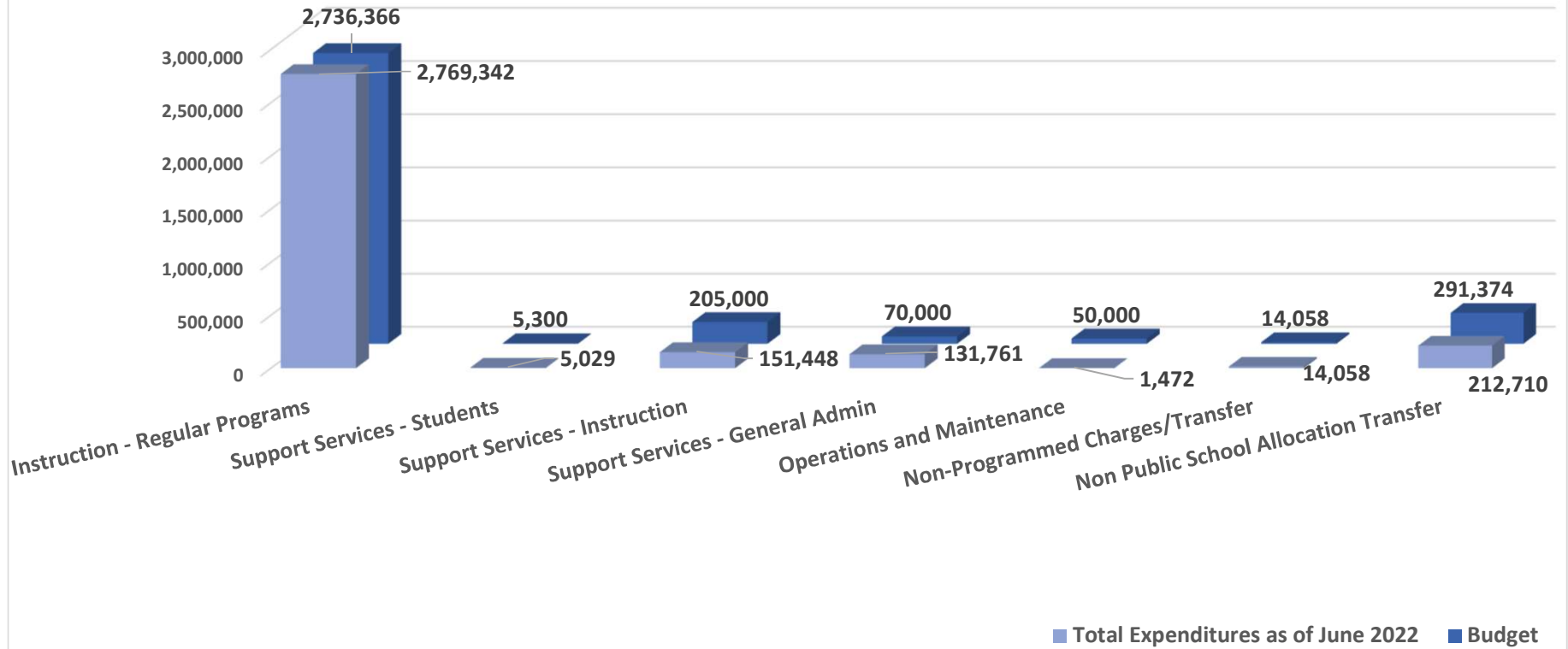
\$ 46,159,970.02

ESSER I Utilization Review

<i>Total Expenditures as of June 2022</i>	<i>Total % of Allocation Expended</i>	<i>Account</i>	<i>Budget</i>	<i>% of total Budget</i>
2,769,341.51	101.21%	Instruction - Regular Programs	\$2,736,365.57	81.15%
5,028.75	94.88%	Support Services - Students	\$5,300.00	0.16%
151,448.43	73.88%	Support Services - Instruction	\$205,000.00	6.08%
131,761.12	188.23%	Support Services - General Admin	\$70,000.00	2.08%
1,472.00	2.94%	Operations and Maintenance	\$50,000.00	1.48%
14,057.60	100.00%	Non-Programmed Charges/Transfer	\$14,057.60	0.42%
212,710.34	73.00%	Non Public School Allocation Transfer	\$291,374.40	8.64%
3,285,819.75	97.44%		\$3,372,097.57	100.00%

Expenditures incurred during June 2022 consisted of technology secured by both the school district and non-public schools per budgeted allocations.

ESSER I - Expenditure to Budget as of 06/30/22

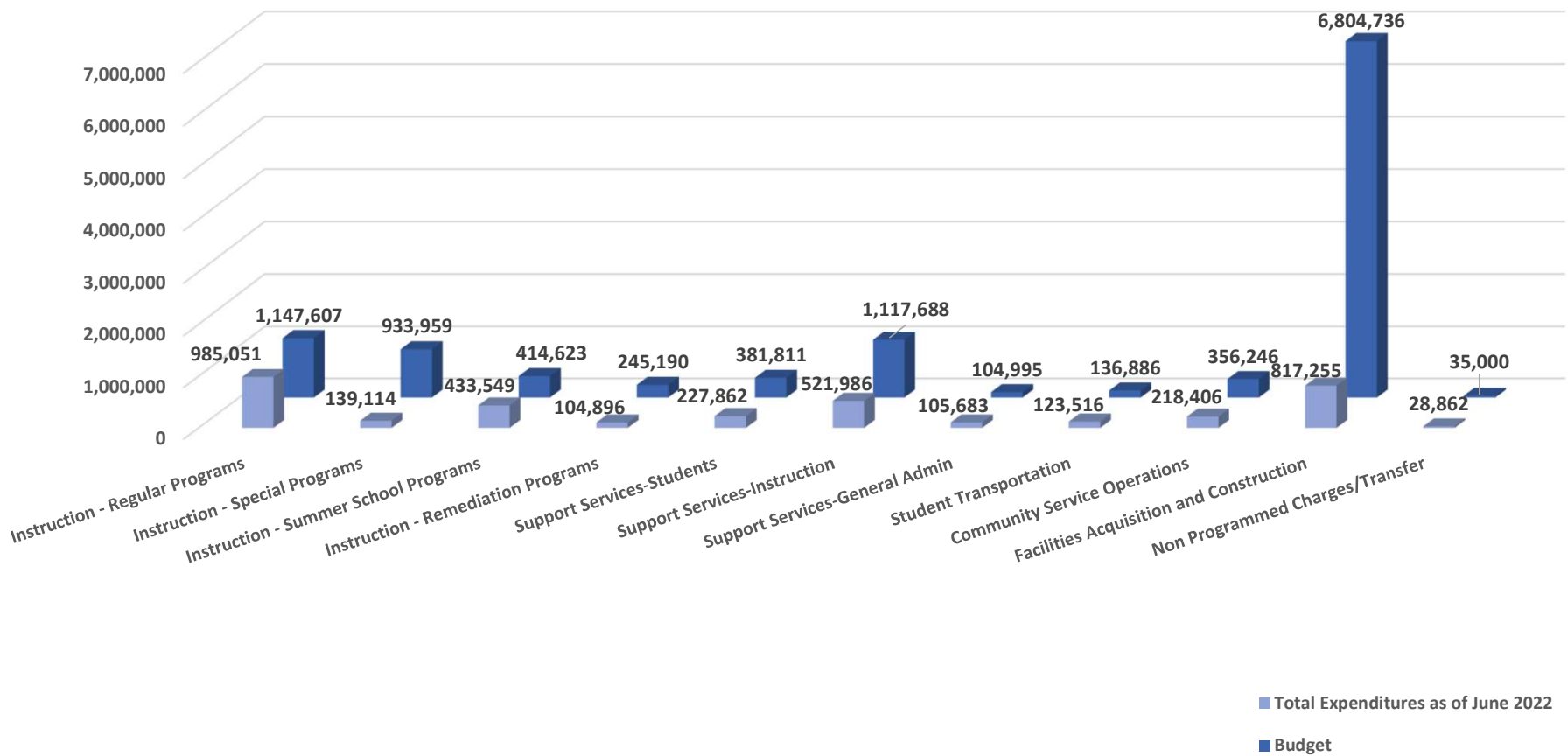


ESSER II - Utilization Review

<i>Total Expenditures as of June 2022</i>	<i>Total % of Allocation Expended</i>	<i>Account</i>	<i>Budget</i>	<i>% of Total Budget</i>
\$985,050.54	85.84%	Instruction - Regular Programs	\$1,147,607.00	9.83%
\$139,114.03	14.90%	Instruction - Special Programs	\$933,959.00	8.00%
\$433,548.77	104.56%	Instruction - Summer School Programs	\$414,623.00	3.55%
\$104,896.44	42.78%	Instruction - Remediation Programs	\$245,190.00	2.10%
\$227,862.16	59.68%	Support Services-Students	\$381,811.00	3.27%
\$521,985.86	46.70%	Support Services-Instruction	\$1,117,687.89	9.57%
\$105,683.07	100.66%	Support Services-General Admin	\$104,995.00	0.90%
\$123,515.71	90.23%	Student Transportation	\$136,886.00	1.17%
\$218,406.48	61.31%	Community Service Operations	\$356,246.00	3.05%
\$817,254.94	12.01%	Facilities Acquisition and Construction	\$6,804,736.00	58.27%
\$28,862.42	82.46%	Non Programmed Charges/Transfer	\$35,000.00	0.30%
3,706,180.42	31.73%		\$11,678,740.89	100.00%

Expenditures for June 2022 consisted of Salaries and Benefits pertaining to student support (remediation / tutoring), ongoing after school supports and supplies per directives approved through the grant.

ESSER II - Expenditure to Budget as of 6/30/22

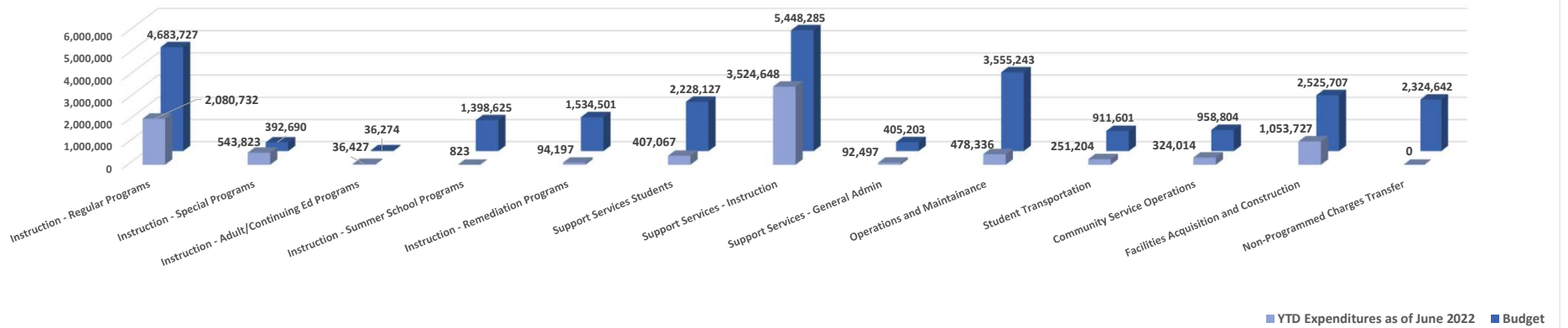


ESSER III - Utilization Review

YTD Expenditures as of June 2022	Total % of Allocation Expended	Account	Budget	% of Total Budget
2,080,731.94	44.42%	Instruction - Regular Programs	\$4,683,726.72	17.74%
543,822.76	138.49%	Instruction - Special Programs	\$392,690.00	1.49%
36,426.94	100.42%	Instruction - Adult/Continuing Ed Programs	\$36,274.00	0.14%
823.14	0.06%	Instruction - Summer School Programs	\$1,398,625.00	5.30%
94,197.37	6.14%	Instruction - Remediation Programs	\$1,534,501.00	5.81%
407,067.03	18.27%	Support Services Students	2,228,127.00	8.44%
3,524,648.47	64.69%	Support Services - Instruction	5,448,285.00	20.63%
92,496.67	22.83%	Support Services - General Admin	405,203.00	1.53%
478,335.80	13.45%	Operations and Maintainance	3,555,243.00	13.47%
251,204.24	27.56%	Student Transportation	911,601.00	3.45%
324,013.62	33.79%	Community Service Operations	958,804.00	3.63%
1,053,727.11	41.72%	Facilities Acquisition and Construction	\$2,525,707.00	9.57%
0.00	0.00%	Non-Programmed Charges Transfer	\$2,324,642.00	8.80%
\$8,887,495.09	33.66%		\$26,403,428.72	100.00%

Expenditures for June 2022 consisted of salaries / benefits for budgeted programming.

ESSER III - Expenditure to Budget as of 6/30/2022



**ELKHART COMMUNITY SCHOOLS
BUDGET 2023
TIMELINE**

June 30, 2022	Virtual DOE Budget Workshop
July 19, 2022	DLGF Budget Workshop
September 27, 2022	Budget Draft Review @ 5:30 p.m. Work Session Board Approval to Advertise 2023 Budget, Bus Replacement Plan, CPF Plan Board Approval to Hold Public Hearing on Budget, Bus Replacement Plan, CPF Plan
September 28, 2022	Provide Notice of Public Hearing for proposed Capital Projects Plan and Bus Replacement Plan to Newspapers
September 30, 2022	Submit Budget Notice to Taxpayers through Gateway (DLGF) System (October 12 th is the last day to submit such notice)
September 30, 2022	Notice of Public Hearing published in newspapers (of proposed Capital Projects Plan and Bus Replacement Plan, must be at least 10 days before the Public Hearing)
October 11, 2022	Public Hearing – Budget, Bus Replacement Plan, CPF Plan (Last day for public hearing on Budget, Bus Replacement Plan, CPF Plan is October 22 nd)
October 25, 2022	Board Adoption (Last day for Budget, CPF, and Bus Replacement Plan adoption is November 1 st) Resolution – Adopt 2023 Budget Resolution – Adopt 2023 School Bus Replacement Plan Resolution – Adopt 2023 CPF Plan Resolution – Tax Neutrality Resolution – Authority to Reduce Current Year and Proposed Budget
October 28, 2022	Adopted, signed copies of Budget/Capital Projects Fund Plan to County Auditor: 2 sets, including 1 set Original Proofs of Publication

Medical Plan Experience

June 2022

	<u>Cur Mo</u>	<u>Cur Mo Pr Yr</u>	<u>Chg</u>	<u>YTD Cur</u>	<u>YTD Pr</u>	<u>Chg</u>
UMR Medical	\$ 155,450	\$ 545,045	\$ (389,595)	\$ 984,092	\$ 4,033,551	\$ (3,049,459)
Anthem Medical	\$ 740,721	\$ -	\$ 740,721	\$ 2,254,636	\$ -	\$ 2,254,636
CVS Rx	\$ 206,480	\$ 173,539	\$ 32,941	\$ 841,858	\$ 835,933	\$ 5,925
Rx Rebate	\$ (177,195)	\$ (174,508)	\$ (2,687)	\$ (334,095)	\$ (354,748)	\$ 20,653
Less Amt Above Stop Loss	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Claim Cost Total	\$ 925,456	\$ 544,076	\$ 381,380	\$ 3,746,323	\$ 4,514,736	\$ (768,245)
Expected Claim Cost	\$ 868,562	\$ 869,437	\$ (875)	\$ 5,190,521	\$ 5,266,057	\$ (75,536)
Claims vs. Expected	\$ 56,894	\$ (325,361)		\$ (1,444,198)	\$ (751,321)	
Non Claim Costs (administration, clinic, pharmacy, stop-loss)	\$ 223,976	\$ 207,809	\$ 16,167	\$ 1,304,901	\$ 1,246,662	\$ 58,239
Total Cost (Claim + Non-claim)	\$ 1,149,432	\$ 751,885		\$ 5,051,224	\$ 5,761,398	
Enrollment	1,019	1,031		6,085	6,259	
Cost Per Employee Per Month (PEPM)	\$ 1,128.00	\$ 729.28		\$ 830.11	\$ 920.50	-9.8%
Paid Claims Per Employee				\$ 615.67	\$ 721.32	-14.6%