

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

March 8, 2022

CALENDAR

Mar	8	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Mar	8	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Mar	22	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Mar	22	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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

- Minutes – February 22, 2022 – Public Work Session
- Minutes – February 22, 2022 – Regular Board Meeting
- Minutes – February 24, 2022 – Public Work Session
- Minutes – February 25, 2022 – Public Work Session
- Claims
- Gift Acceptance
- Grant Submission
- Overnight Trips
- Conference Leave Requests
- Personnel Report

- F. OLD BUSINESS

Board Policy 5340.01 – Student Concussions and Sudden Cardiac Arrest – the Administration presents proposed revisions of Board Policy 5340.01 – Student Concussions and Sudden Cardiac Arrest, including recommendations discussed during the February 22, 2022 meeting.

Board Policy 5540 – The Schools and Governmental Agencies – the Administration presents proposed revisions of Board Policy 5540, including recommendations discussed during the February 22, 2022 meeting.

Board Policy 7540.03 – Network and Internet Acceptable Use and Safety – the Administration presents proposed revisions of Board Policy 7540.03 – Network and Internet Acceptable Use and Safety, as initially presented during the February 22, 2022 meeting.

G. NEW BUSINESS

Administrative Regulation JC – School District Boundaries – the Administration presents proposed revisions of Administrative Regulation JC – School District Boundaries for initial review.

Board Policy 3422.06S – Secretarial/Business Compensation Plan – the Administration presents proposed revisions of Board Policy 3422.06S – Secretarial/Business Compensation Plan and asked to waive second reading.

Board Policy 3430.01A – Leave of Absence – the Administration presents proposed revisions of Board Policy 3430.01A and asked to waive second reading.

Board Policy 3432.01ACS – Family Care Leave – the Administration presents proposed new Board Policy 3432.01ACS for initial consideration.

1028 Hearing

Resolution Confirming the Lease Approving the 2022 Bonds and Related to Matters – Monger and Mary Daly Elementary Renovation Project

Additional Appropriation Resolution and Related Matters – Monger and Mary Daly Elementary Renovation Project

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

February 22, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at
6:02 p.m.

Place/Time

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

ECS Staff Present:	Steve Thalheimer Scott Sassaman
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Via Electronic Communication:	Brandon Eakins
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The Board was presented an update on the Elkhart Area Career Center.

The meeting adjourned at approximately 6:58 p.m.

Topics
Discussed
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

February 22, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 7:07 p.m.			Place/Time
Board Members Present:	Dacey S. Davis Troy E. Scott Douglas K. Weaver	Babette S. Boling Roscoe L. Enfield, Jr. Kellie L. Mullins Anne M. VonDerVellen	Roll Call
Board president Dacey Davis called the regular meeting of the Board of School Trustees to order.			Call to Order
Board member, Babette Boling, recited the Elkhart Promise.			The Elkhart Promise
Ms. Davis discussed the invitation to speak protocol.			
Superintendent’s Student Advisory Committee member, Cory Hausbach, presented the Moment of Pride. Mr. Hausbach is a sophomore attending Elkhart High School – School of Business and International Relations who highlighted how EHS students celebrated Black History Month daily by honoring the triumphs and struggles of African Americans across the history of the United States during the morning announcements. Mr. Hausbach spoke of the accomplishments of the following groups: EHS Cheer advanced to Nationals in Orlando, Florida; EHS Varsity Winter Guard were WGA Indianapolis Regional Champions; two (2) EHS swimmers moved on to State; two (2) EHS divers moved on to Regionals; one (1) EHS wrestler placed sixth at State; and EHS girls’ varsity basketball made it to the Sectional Championship game and lost to Penn.			Moment of Pride
Mr. Hausbach also shared some upcoming events including the Coffee House Talent Show; SSAC freshman orientation; and Matilda The Musical which is taking place on March 11 and 12 at 7:00 p.m. and March 13 at 2:00 p.m. Tickets are \$12.00 for adults and \$10 for seniors and students.			
In response to Board inquiry, Mr. Hausbach reported SSAC meets with Superintendent Thalheimer once a month to discuss concerns students may have and then he works with the students to resolve those concerns. In response to Board inquiry, Mr. Hausbach informed the Board he plans to pursue a career in business. In response to Board inquiry,			

Superintendent Thalheimer reported the 2021-2022 SSAC membership includes carryover members from the previous year as well as additional representation from each School of Study, including the Freshman Division; membership consists of 12 to 15 students who attend regularly.

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

Consent Items

Minutes – February 8, 2022 – Public Work Session
Minutes – February 8, 2022 – Regular Board Meeting
Minutes – February 18, 2022 – Public Work Session

Minutes

Payment of claims totaling \$5,794,561.29 as shown on the February 22, 2022, claims listing. (Codified File 2122-108)

Payment of Claims

The following donations were made to Elkhart Community Schools (ECS): Donation of \$500 from Mrs. Julie Weaver to EHS AF JROTC for the Military Ball; \$2,500 from LCI for the EHS cheerleading program; \$1,000 from the Elkhart County Symphony Orchestra to the EHS orchestra in support of clinicians and private lessons; \$750 from P.E. Robbins Engineering, care of Mr. Ed Robbins, to EHS ElkLogics robotics team for expenses related to robot construction and attending competitions; \$1,000 from John Himschoot to the EHS volleyball program for continued growth and progression of the program; donation of five (5) Craftsman tool cabinets, eight (8) tape measure box cutter combos, and three (3) packages of screwdrivers valued at \$1,500 from Lowes, care of Scott Hackett, to ETI; \$25,000 from The Liegl Family Foundation, Inc., care of Pete Liegl, for the ETI building fund; \$37,500 from Thor Industries, Inc. for the ETI building fund; \$1,000 from Get Wet for a Vet, Inc. to the AF JROTC for the purchase of supplies, snacks, and equipment for students' in the program; and \$500 from Coulter Specialty Painting and Finishing to Osolo for their angel tree gift giving.

Gift Acceptance

Proposed school fundraisers in accordance with Board policy. (Codified File 2122-109)

Fundraisers

Submission of the following grants: American Rescue Plan – Homeless Children and Youth Relief Fund hosted by the IDOE from Student Services in the amount of \$93,500 and the Perkins Assessment Grant hosted by Indiana Governor's Workforce Cabinet for the EACC in the amount of \$8,600. (Codified File 2122-110)

Grants

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the February 22, 2022 listings. (Codified File 2122-111)

Conference Leave Requests

<p>Employment of the following three (3) certified staff members for the 2021-2022 school year, effective on dates indicated: Thomas Dosmann, business education at EHS, 2/14/22 Larry Kissinger, math at EHS, 2/14/22 Rebecca Milnes, art at Pierre Moran, 2/22/22</p>	<p>Personnel Report Certified Employment</p>
<p>Retirement of certified staff member Daniel Burton, music at Pierre Moran, effective 5/27/22 with 17 years of service.</p>	<p>Certified Retirements</p>
<p>Resignation of the following two (2) certified employees: Nicole Gray, grade 2 at Daly, 5/27/22 Brooke Patterson, kindergarten at Beardsley, 5/27/22</p>	<p>Certified Resignations</p>
<p>Change in maternity leave for certified staff member, Jordan Deuel, special education at Daly, beginning 2/2/22 and ending 4/8/22.</p>	<p>Certified Leave</p>
<p>Employment of the following nine (9) classified employees: Staci Childs, food service at Cleveland, 2/14/22 April McBride, data specialist at Technology, 2/7/22 Austin McBride, support tech at Technology, 2/8/22 Lakayla Moore, bus helper at Transportation, 2/14/22 Anna Prawat, paraprofessional at North Side, 2/11/22 Collette Sharp, BCBA at Eastwood, 2/17/22 Lorna Smith, paraprofessional at West Side, 2/17/22 Katie Wallace, secretary at EHS, 2/17/22 Tiffany West, registered behavior technician at EHS, 2/14/22.</p>	<p>Classified Employment</p>
<p>Resignation of the following four (4) classified employees: Nailly Luzardo Soto, paraprofessional at Hawthorne, 2/25/22 Michael Schmidt, paraprofessional at Riverview, 2/3/22 Charlotte Sutton, food service at Freshman Division, 2/2/22 Wenzday Thimons, registered behavior technician at Cleveland, 2/25/22</p>	<p>Classified Resignations</p>
<p>Retirement of classified staff member, Elizabeth Decker, secretary at ESC, effective 3/4/2022 with 30 years of service.</p>	<p>Classified Retirement</p>
<p>Termination of the following two (2) classified employees: Adrian Murray, bus helper at Transportation, 2/22/22</p>	<p>Classified Terminations</p>

Chantyle Zilm, food service at Osolo, 2/22/22

Leave for classified employee, Lisa Swartzell-Guerra, food service at Riverview, beginning 2/15/22 and ending 4/1/22.

Classified Leaves

Superintendent Thalheimer reported COVID numbers have drastically reduced to a handful of cases over the past two weeks. The Indiana Department of Health (IDOH) has changed their COVID reporting requirements effective February 23, 2022 and ECS will align their protocol with the new recommendations. The main points include no longer having to contact trace; exposed students and employees do not need to quarantine; students and employees who test positive must isolate for five (5) days and fever free for twenty-four (24) hours before returning to school/work; and ECS will continue to be mask optional, including on transportation. ECS will continue to trace positive cases internally. The Board agreed superintendent Thalheimer will not provide COVID updates during the Boards meeting going forward.

COVID Update

By unanimous action, the Board approved the proposed RFP for Demographic and Feasibility Study including changes discussed by the Board during the Work Session on February 18, 2022. In response to Board inquiry, Dr. Thalheimer explained the RFP would enable ECS to hire a firm to 1) analyze ECS's enrollment, 5 and 10 year projected enrollment trends, impact of the economy, changes in census, and impact of school choice; 2) evaluate the building and classroom capacity and utilization of ECS's school buildings; 3) analyze ECS's boundaries, its impact on enrollment/building capacity and what might be needed to balance resources; and 4) miscellaneous information, other things ECS should know about the district to help make informed decisions. The administration will send the RFP directly to three (3) to four (4) specific firms specializing in this type of project as well as advertise through professional associations. In response to Board inquiry, Dr. Thalheimer said the cost is difficult to determine as this particular RFP is much larger in scope than any others the administration has seen in the past; those have ranged in cost between \$9,000 - \$15,000. (Codified File 2122-112)

RFP for Demographic and Feasibility Study

The Board was presented with proposed revisions to Board Policy 5340.01 – Student Concussions and Sudden Cardiac Arrest for initial consideration. Doug Thorne, district counsel/chief of staff, informed the Board changes made were driven by changes in State law. The main change was the addition of marching band and other activities to the cardiac arrest protocols used for athletics. Also included was the use of electronic signature for parents signing such permission slips and/or waivers. All changes mirror Indiana Code 20-34-7-8. In response to Board inquiry, Mr. Thorne clarified ECS, to his knowledge, has not had issues with initially receiving verbal parent permission to return to play but said changes could certainly be made to require written permission prior to returning to play. Further, a form could be created acknowledging

Board Policy 5340.01

the potential risks. Per Board inquiry, Mr. Thorne acknowledged knowing who should sign said forms/waivers can often be difficult when parents are separated; if uncertain, a court order on record could provide clarification. Court orders are in PowerSchool but are often not up to date which causes a constant challenge for the district. Per Board inquiry, Mr. Thorne explained required training for the automated external defibrillator was taken out because it is managed by the athletic trainers. The Board requested this wording be kept in policy as well as adding language to specify which parents can sign forms and requiring both parents to sign if there is joint custody. Marching band will utilize the same packet used by the IHSA.

Board was presented with proposed revisions to Board Policy 5540 – The Schools and Governmental Agencies for initial consideration. Mr. Thorne informed the Board this policy covers when DCS, the police, or other outside government agency requests to interview a student involving a non-school related incident. The school administration is to attempt to notify parent(s) unless otherwise told not to by the agency. In response to Board inquiry, Mr. Thorne said language could be added to define “representative” i.e., building administrator, social worker, or guidance counselor; to notify parents in all circumstances unless otherwise asked not to by the agency; and define when it is appropriate for an agency to interview a student in accordance with State law. All documents in relation to such an interview are maintained in student services, not in the student’s file.

Board Policy
5540

Board was presented with proposed revisions to Board Policy 7540.03 – Network and internet Acceptable Use and Safety for initial consideration. Mr. Thorne informed the Board this policy addressed students and teachers using technology of ECS. The additional language further defines inappropriate use of technology. In response to Board inquiry, the school does have filters in place but a filter cannot prevent a student from taking an inappropriate picture with their iPad.

Board Policy
7540.03

The Board received a financial report from Kevin Scott, chief financial officer, for the period of January 1 – 31, 2022. Mr. Scott informed the Board financial activity so far this year is similar to this time last year but noted the second enrollment count was down two hundred (200) students; therefore, there will be a significant reduction in funding for the rest of the year. The Board found the report to be in order.

Financial
Report

Mr. Scott provided an insurance update reporting the January 2022 claims are much improved over the previous year. Anthem is continuing to track current claims as well as the runout from UMR. In response to Board inquiry, Mr. Scott anticipates it will take approximately ninety (90) days for the runout to clear.

Monthly
Insurance
Update

Audience member spoke about the future of Hawthorne and the community’s concern over what will go into the repurposed building. The Hawthorne community has a lot of love for their community and is

From the
Audience

watching to see what ECS does moving forward. Also noted, the Hawthorne community is sixty (60) percent Spanish speaking which should be considered when making decisions.

Audience member spoke about the difficult time Hawthorne teachers, students, and community members are having right now and asked the Board for more time to allow for input from stakeholders.

Audience member shared that she thinks it is good for the Board to go through with the study of the district. She understands the district has lost money due to a drop in enrollment, but asks them to also review the stability rates for each school. Hawthorne has always had a better stability rate compared to other schools on the south side of the town. If you want to retain students, you need to consider stability rates and the culture of the school; otherwise, you will continue to lose more students.

Audience member shared that she has been going door to door throughout the Hawthorne community and finding many people do not know or understand what the district is doing with Hawthorne. They have a fear of change and a lot of unanswered questions. She is asking the Board for more time, more information about how the community will be impacted by transportation changes, and more informational meetings in the community.

Superintendent Thalheimer thanked the Indiana Black Expo for recognizing the accomplishments of ECS's Black students.

From the Superintendent

Superintendent Thalheimer expressed that he knows this is not easy and understands these conversations about Hawthorne are difficult. The administration is listening and putting information together in order to make the best decision.

Board member Troy Scott asked audience members with signs to bring them forward so Board members could read them.

From the Board

Board member Rocky Enfield announced March Madness begins next Tuesday evening at North Side gym where EHS will be playing Concord.

Board member Doug Weaver shared information about deadly fentanyl laced marijuana and the impact it is having on our community. He encouraged parents to educate their children and spread the word as this is impacting Elkhart across all demographics.

Board member Babette Boling thanked audience members for their active dialog and assured them the Board would do their best when making a decision. Their voices have helped to restore her faith in the people.

The meeting adjourned at approximately 8:13 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

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

Elkhart Community Schools
Elkhart, Indiana

February 24, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 12:00 p.m.

Place/Time

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

ECS Staff Present:	Steve Thalheimer Kristie Stutsman Lindsey Brander April Walker Tim Pedley Brad Sheppard Tara White Cary Anderson Jeff Miller	Heather Shelley Jami Presswood Tony England Sarita Stevens Tracey Kizyma Will Coatie Tracey Miller Gail Draper Natalie Bickel
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The Board heard presentations on the following programs:

- Academic Growth AND Emotional Intelligence & Resilience: Two Sides to the Same Ladder
- Connecting the dots of MTSS and PLC curriculum work: how do the frameworks integrate to meet the needs of students on both sides of the ladder.

Topics
Discussed

The meeting adjourned at approximately 4:00 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
PUBLIC WORK SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

February 25, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at
8:00 a.m.

Place/Time

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

ECS Staff Present:	Steve Thalheimer Brenda Kolbe Brad Sheppard Doug Thorne Kevin Scott	Maggie Lozano Kerry Mullet Jacquie Rost Brian Buckley Barry Singrey
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The Board heard presentations on the following programs:

- Communications and Telling Our Story
- Dean and assistant principal roles and compensation
- Human Resources: Transfer process this spring and recruiting
- Update of athletic programs, weight program, and wellness.

Topics
Discussed

The meeting adjourned at approximately 12:00 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



INSTRUCTIONAL LEADERSHIP

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: DR. BRADLEY SHEPPARD

DATE: FEBRUARY 18, 2022

GIFT ACCEPTANCE – MUSIC DEPARTMENT

Dale Billet has offered to donate one (1) Roth Violin and bow (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 \$500.00 and bow \$400.00.

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:

**Dale Billet
55805 River Shore Estates
Elkhart IN 46516**



INSTRUCTIONAL LEADERSHIP

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: DR. BRADLEY SHEPPARD

DATE: FEBRUARY 28, 2022

GIFT ACCEPTANCE – MUSIC DEPARTMENT

Kathryn Freehafer has offered to donate one (1) Roth Violin (serial number 7218374) 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 instrument is \$750.00.

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:

**Kathryn Freehafer
25783 Lake Drive
Elkhart IN 46514**



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: BRANDON EAKINS BE

DATE: FEBRUARY 28, 2022

RE: DONATION APPROVAL - EACC

Kem Krest has donated oil, lubricants, and other miscellaneous automotive supplies with an owner estimated value of \$4,500.00. (please see attached for a breakdown of items) These items will be used in our Automotive Technology and Automotive Collision and Repair classes.

The donated items will be useful in the classrooms as they will be used by students for training purposes.

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

Kem Krest
Attn: Brian Oakes
3221 Magnum Drive
Elkhart, IN 46516

February 25, 2022

KemCrest donation inventory

Automotive refinishing

17-2k High performance clear – 5
3-2.1 Hardener slow – 2.5 liter cans
4-2.1 Clear premium – 5 liter cans
5-Hydro color thinner – 5 liters
3-2.1 Sealer – 3 gallons
6-Anti Static cleaner – 5 liters
4-Hydro color cleaner – 3.5 liters
52-Aerosol paint cans – 12oz each
64-Industrial enamel paint – 36 gallon and 28 quart
23-Mixing lids
20-Clear effect – gallon
12-Blend stabilizer – gallon
6-Hydro color base coat – quart
8-Stabilizer – gallon
8-Regulator – gallon
8-Blend slow – gallon
12-Waterborne basecoat – 500ml

February 25, 2022
KemCrest donation inventory
Automotive Technology

2 qts Mazda 75w85 gear oil
10 qts MotorCraft engine coolant cleaner
123 qts Acura AWD fluid
1 qt BMW ATF
7 qts Acura ATF
2 qts Acura 75w85 gear oil
10 qts Honda ATF 3.1
1 qt Audi ATF`
1 qt Acura ATF 2.0
6 qts BMW antifreeze coolant
22 qts Audi ATF
17 qts Honda ATF 2.0
2 qts Honda variable ATF
77 qts Honda dual pump fluid II
36 qts BMW ATF
10 qts Audi G13 antifreeze
1 pt Valvoline intake cleaner
5 qts Rotella 5w40 engine oil
2 qts Hyundai CVT fluid
1 pt Windshield washer concentrate
2 qts Nissan ATF
2 qts Aisin ATF
3 Valuguard rust inhibitor 16 oz
17 qts Penzoil full synthetic 5w30
6 gal + 1 qt Landrover coolant
3 AC Delco diesel fuel additive 12 oz
9 Nissan fuel system cleaner 20 oz
2 qts AC Delco Dexron ATF
8 qts Titan CHF 115 power steering fluid
7 gal Audi 50/50 coolant
2 gal Nissan 50/50 coolant
4 gal Full throttle CVT trans fluid
6 qts AC Delco auto track 2 trans. Case fluid
17 qts Hyundai ATF
5 qts AC Delco 75w90
Mopar gasket spray 9 oz
8 cans Nissan glass cleaner 19 oz

KemCrest donation inventory
Automotive Technology (cont.)

7 cans Rust penetrant 11.5 oz
3 cans Zinc spray 14 oz
7 qts Mopar ATF
5 qts ZF lifeguard fluid 9
2 qts Mopar 0w30
10 qts Mopar synthetic 75w85
3 qts Nissan 75w85
1 qt Nissan Dot 4 brake fluid
4 Valspar chain and cable lube 12 oz
2 qts Audi Dot 4 brake fluid
22 qts AC Delco Dot 3
92 Mopar Dot 4 12oz
33 Techron fuel cleaner 20 oz
4 ltrs AC Delco Dexron
15 qts Mopar 0w20
7 gal Mopar antifreeze
22 qts Mopar transfer case lube
10 qts Mopar ATF
11 qts Mazda ATF
2 qts Nissan ATF
2 qts AC Delco Dexron ATF
8 qts AC Delco 75w85
3 qts AC Delco CVT fluid
2 gal Mopar DEF
1 gal Mopar ATF
9 Trans cooler flush 15 oz
1 AC Delco top engine cleaner 32 oz
109 Honda AC oil 1234yf 1.35 oz
2 3M adhesive remover 15 oz
17 Honda marine corrosion inhibitor 14oz
6 Honda Ultra Flange II 4 oz
10 Honda rust penetrant 12 oz
3 De-icer descongelante 16 oz
10 Nissan brake cleaner 16 oz
7 gal HD Synthetic ATF
1 gal Mopar ATF
5 qts AC Delco Dexos 5w30



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



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

DATE: February 24, 2022

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Brian Buckley/Jacque Rost
Elkhart High School Athletic Department

RE: Donation Approval – NIVA

A donation in the amount of \$10,000.00 has been given to the Elkhart High School Athletics from NIVA. This donation will help with the continued growth and progression of our athletic programs.

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:

NIVA
Adria Anderson
10100 Billet Ct.
Granger, IN 46530



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



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

DATE: February 24, 2022

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Brian Buckley/Jacque Rost
Elkhart High School Athletic Department

RE: Donation Approval – Passionately Purple

A donation in the amount of \$1,000.00 has been given to the Elkhart High School Track Program from “Passionately Purple”, The Sarah Crane Foundation. This donation will help with the continued growth and progression of our boys and girls track 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:

“Passionately Purple”
The Sarah Crane Foundation
54921 David Dr.
Elkhart, IN 46514-8989

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?
The FCC's Emergency Connectivity Funds (Rounds 1 and 2)	Federal Communications Commission (FCC)	District	Jason Inman	\$185,910 (Round 1) \$800,000 (Round 2)	For eligible schools, the ECF Program covers reasonable costs of laptop and tablet computers; Wi-Fi hotspots; modems; routers; and broadband connectivity purchases for off-campus use by students and school staff. Jason Inman will oversee the grant.	For eligible schools, the ECF Program covers reasonable costs of laptop and tablet computers; Wi-Fi hotspots; modems; routers; and broadband connectivity purchases for off-campus use by students and school staff. Jason Inman will oversee the grant.	Round 1: 150 Teacher Laptops \$54,150 250 Cellular & Standard iPads \$86,775 Verizon Wireless (Cell Service Student Use) \$44,985 Round 2: 2,000 iPads \$800,000 <i>Rounds 1 & 2 of the ECF were under an extremely tight submission window.</i>	10/13/2021

**ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST**

School: Elkhart High School

Class/Group: ElkLogics Robotics Team

Number of Students: 10

Date/Time Departing: 12:30 PM, March 18, 2022

Date/Time Returning: 10:00 PM, March 20, 2022

Destination: Columbus East High School Columbus IN
City State

Overnight facility: Holiday INN
Hotel TBD, Columbus, IN area

Mode of transportation: Activities Bus

Reason for trip: FIRST Indiana Robotics Columbus District Event

Names of chaperones: Nick Seidl, Ted Elli

Cost per student: None, paid from extracurricular funds

Describe plans for Raising Funds or Funding Source: Corporate and private donations

Plans to defray costs for needy students: No direct costs to students

Are needy students made aware of plans? No direct costs to students

Name of Teacher/Sponsor: Nick Seidl

Signature of Teacher/Sponsor: 

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

Signature of Principal:  **Date:** 2/15/22

Approval of Assistant Superintendent:  **Date:** 2/22/22

Approval by Board: _____

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

**ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST**

School: Elkhart Area Career Center

Class/Group: SkillsUSA State Conference

Number of Students: 99

Date/Time Departing: April 8, 2022 at 6:15 am

Date/Time Returning: April 9, 2022 at 10:00 pm

Destination: Indiana State Fairgrounds Indianapolis Indiana
City State

Overnight facility: TBD

Mode of transportation: Car and bus

Reason for trip: To attend the state SkillsUSA competition held on both days.

Names of chaperones: Amber Kosar, Warren Seegers, David Heineman Jr., Marty Hostetler, Jeff Lindke, Pat Brownewel
Margarita McClain, Melissa Hertsel, Angee and Ryan Gortney, Joleen Smith, Amy Stutzman etc.

Cost per student: estimated 150.00

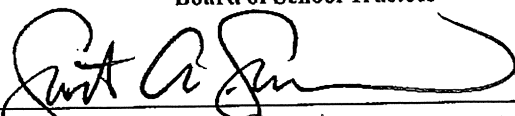
Describe plans for Raising Funds or Funding Source: N/A

Plans to defray costs for needy students: N/A

Are needy students made aware of plans? N/A

Signature of Teacher/Sponsor: _____

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

Signature of Principal:  Date: 3/1/22

Approval of Assistant Superintendent:  Date: 3/2/22

Approval by Board: _____

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

**ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST**

School: Elkhart High School

Class/Group: Orchestras & Marching Band

Number of Students: 170

Date/Time Departing: 4/2/23, 11:00 a.m.

Date/Time Returning: 4/7/23, 5:30 p.m.

Destination: Cocoa Beach & Disney World Orlando FL
City **State**

Overnight facility: Wyndham Orlando Resort & Conference Center, 3011 Maingate Ln., Kissimmee, FL

Mode of transportation: Charter Bus

Reason for trip: The reasons for the trip are to provide a unique performance venue,
a clinic experience, a cultural experience, and an educational opportunity.

Names of chaperones: Kyle Weirich, Bret Winterheimer, Riley Girton, David Elliott, Kyle Miller, Sean Diller,
Jim Keranen, Ross Weckesser, approximately 20 parents


Cost per student: \$1,061

Describe plans for Raising Funds or Funding Source: Mum Sale, Brochure Sale, Program Ad Sponsorships

Plans to defray costs for needy students: Fundraisers listed above

Are needy students made aware of plans? Yes

Name of Teacher/Sponsor: Kyle Weirich

Signature of Teacher/Sponsor: 

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

Signature of Principal: Kelly Berhede **Date:** 3/2/22

Approval of Assistant Superintendent: BW Sheppard **Date:** 3/2/22

Approval by Board: _____

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



ELKHART HIGH SCHOOL ORCHESTRAS

2608 CALIFORNIA ROAD • ELKHART, IN 46514 • PHONE: 574-262-5644



KYLE WEIRICH, DIRECTOR OF ORCHESTRAS

SEAN DILLER, ASSISTANT DIRECTOR • KYLE MILLER, ASSISTANT DIRECTOR • REBECCA YODER, ASSISTANT DIRECTOR

March 2, 2022

To the Elkhart Community Schools Board of Education:

I am writing to request permission for the **Elkhart High School Orchestras and Marching Band** to travel to Orlando, FL from April 2 to April 7, 2023. The reasons for the trip are to provide a unique performance venue, a clinic experience, a cultural experience, and an educational opportunity.

We would travel via motor coach from Elkhart to Orlando. While in Florida we would visit Cocoa Beach and Walt Disney World. Attached is a proposed itinerary with more information.

The estimated tour price per student is \$1061, quad occupancy. This includes all transportation, accommodations, admissions, and breakfast and dinner daily. Multiple fund raisers would be provided for our students to off-set the cost. The cost of the trip will be divided into five payments due on 5/15/22, 7/15/22, 9/15/22, 11/15/22, and 2/15/23. Cancellation terms are outlined in the attached itinerary.

The chaperones would include Bret Winternheimer, several assistant band/orchestra directors, approximately 20 parents, and I. Approximately 170 students will attend the trip, which will provide an adult student ratio of approximately 1:6. A high standard of student behavior would be expected and enforced. All school rules would be in effect for the entire trip. Any student involved in a major disciplinary problem would be sent home immediately, at the parent's expense.

Thank you for considering this request. The tour would be a unique cultural and educational experience that many students would not otherwise experience. It would be something for them to remember and cherish for the rest of their lives.

Sincerely,

Kyle Weirich
Director of Orchestras, Elkhart High School
Coordinator of K-12 Music, Elkhart Community Schools

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: February 28, 2022
 TO: Dr. Steve Thalheimer
 FROM: Brandon Eakins *BE*
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant
 March 8, 2022 - Board of School Trustees Meeting**

2021-2022 CONFERENCES	EXPENSES	SUBSTITUTE
<p>Indiana State Cybersecurity Education Innovation Summit</p> <p>Attendance at this conference will support and help inform future pathway decisions and learn what tools/opportunities are available, both state and nationally.</p> <p>Indianapolis, IN April 22, 2022</p> <p>Brandon Eakins (2-6) Scott Sassaman (1-3)</p> <p>Leadership</p>	<p>\$181.34</p>	<p>\$0.00</p>
TOTAL	\$181.34	\$0.00
2021-22 YEAR-TO-DATE PERKINS FUNDS	\$19,642.48	\$0.00
GRAND TOTAL	\$19,823.82	\$0.00



HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **Agreement** – We recommend the approval of two consent agreements regarding unpaid time.
- b. **Agreement** – We recommend the approval of an agreement for services.
- c. **New Certified Staff** – We recommend the following new certified staff for employment in the 2021-22 school year:

Scott McDougall

Pierre Moran/Physical Education

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

Reginald Hicks

EHS/Social Studies

21 Years of Service

Denise Uitdenhoven

Hawthorne/Grade 5

18 Years of Service

- e. **Maternity Leave** – We recommend a maternity leave for the following employees:

Taylor Bryant

Begin: 4/11/22

Beck/Special Education

End: 4/29/22

Victoria Taylor

Begin: 3/15/22

Osolo/Speech Pathologist

End: 5/6/22

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

Darcy Burns

Began: 8/10/20

Freshman Division/ENL

Resign: 5/27/22

Tiara Corkins

Began: 8/3/20

Pierre Moran/Dean of Behavior

Resign: 4/1/22

Steven McGrath
Began: 8/4/15

Pierre Moran/Math
Resign: 5/27/22

Elizabeth Price
Began: 11/15/06

Hawthorne/Grade 5
Resign: 4/1/22

CLASSIFIED

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

Cathy Bell
Began: 12/8/21

Pierre Moran/Food Service
PE: 2/22/22

Alexia Bennett
Began: 12/8/21

Riverview/Food Service
PE: 2/22/22

John Collins
Began: 1/10/22

Transportation/Bus Driver
PE: 3/7/22

Russell DeFord
Began: 12/14/21

EHS/Paraprofessional
PE: 2/25/22

Arturo Gil-Vergara
Began: 12/9/21

Roosevelt/Food Service
PE: 2/22/22

Kylr Jones
Began: 12/15/21

North Side/Paraprofessional
PE: 2/28/22

Chad Kersten
Began: 12/8/21

Monger/Food Service
PE: 2/22/22

William Linn
Began: 1/4/22

ESC/Secretary
PE: 2/28/22

Jessenia Macias-Flores
Began: 12/10/21

Hawthorne/Secretary
PE: 2/22/22

Deborah Moriarty
Began: 12/20/21

Beardsley/Registered Nurse
PE: 3/3/22

Tatiana Ponce-Acevedo
Began: 12/9/21

Cleveland/Food Service
PE: 2/22/22



Allison Smith
Began: 1/10/22

Hawthorne/Social Worker
PE: 3/7/22

Catrina Sutterby
Began: 12/8/21

Beck/Food Service
PE: 2/22/22

Lisa Wig
Began: 12/15/21

Transportation/Bus Helper
PE: 2/28/22

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

Thomas Louiselle
Began: 1/6/20

Transportation/Bus Driver
Resign: 2/26/22

Elizabeth Matteson
Began: 9/14/20

Cleveland/Paraprofessional
Resign: 3/16/22

- c. **Rescission** – We report the rescission of a resignation for the following classified employee:

Wenzday Thimons

Cleveland/Registered Behavior Technician

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

Deborah Keller
Began: 2/11/05

EHS/Secretary
End: 6/3/22
Years of Service: 17

Kimberly Raymond
Began: 9/21/98

EHS/Custodian
End: 6/1/22
Years of Service: 23

- e. **Termination** – We report the termination of the following employees:

Tonci Haynes
Began: 5/15/19

Freshman Div./Food Service
End: 3/8/22
Policy: 3139.01S

Dewayne House
Began: 9/23/16

Roosevelt/Food Service
End: 3/8/22
Policy: 3139.01S

Michael Kutz
Began: 6/11/18

Beck/Custodian
End: 3/8/22
Policy: 3139.01S



f. **Unpaid Leave** – We recommend an extension to an unpaid leave for the following employee:

Jennifer Geers
Began: 2/23/22

EHS/Registered Nurse
End: 3/24/22





DISTRICT COUNSEL/
CHIEF OF STAFF

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: BOARD OF SCHOOL TRUSTEES

FROM: W. DOUGLAS THORNE *WDT*
DISTRICT COUNSEL/CHIEF OF STAFF

DATE: MARCH 4, 2022

RE: BOARD POLICY 5340.01

In response to Board discussion regarding Board Policy 5340.01 – Student Concussions and Sudden Cardiac Arrest during the February 22, 2022 regularly scheduled Board meeting, I have included a copy of the Sudden Cardiac Arrest – FAQ Document and Sudden Cardiac Arrest Acknowledgement and Signature Form for Parent and Students behind the proposed Board policy. Both of these forms are provided to parents/students prior to the start of every sports season and the form must be signed and returned to the athletic department before a student can participate in practices and games. These same requirements will be required of the music department for the marching band.

WDT/dls

Book	Policy Manual
Section	5000 Students
Title	PROPOSED REVISED STUDENT CONCUSSIONS AND SUDDEN CARDIAC ARREST
Code	po5340.01 (includes recommendations discussed during the 2/22/2022 BST Meeting)
Status	
Adopted	November 22, 2016
Last Revised	March 27, 2018
Last Reviewed	March 8, 2022

5340.01 - **STUDENT CONCUSSIONS AND SUDDEN CARDIAC ARREST**

Student Concussions

It is the policy of the Board ~~the~~that risk of student injury be considered and addressed in the planning and implementation of every student activity sponsored by the Board. The Board therefore directs and requires, before beginning practice for an interscholastic and/or intramural sports activity, including cheerleading, the coach of the activity shall provide to each student athlete and his/her parent (unless the student is at least age eighteen (18) or is an emancipated minor) an information sheet on Concussion and Head Injury and an acknowledgement form issued by the Indiana Department of Education (IDOE). Additionally, the Board shall require the student athlete and his/her parent (unless the student is at least age eighteen (18) or is an emancipated minor) to either electronically sign and submit or sign and return the form acknowledging the receipt of information from the IDOE ~~Indiana Department of Education~~ on Concussions and Head Injury.

A student athlete who participates in an interscholastic and/or intramural sports activity, including cheerleading, and is suspected of sustaining a concussion or head injury in a practice or game shall be removed from play at the time of the injury and may not return to play until s/he has been seen and evaluated by a licensed health care provider trained in the evaluation and management of concussions and head injuries, the coach receives a written clearance from the licensed healthcare provider who evaluated the student athlete confirming s/he can safely return to participation in the sport or activity, and not less than twenty-four (24) hours have passed since s/he was removed from play.

The athletic department shall maintain the original of the written clearance from the health care provider for the student athlete to return to play for no less than three (3) years after the student reaches age eighteen (18).

Student Sudden Cardiac Arrest

The Board also directs and requires, before beginning practice for an interscholastic and/or intramural sports activity, ~~including~~ cheerleading, marching band, or other extracurricular activity in which students have an increased risk of sudden cardiac arrest as determined by the IDOE, the coach of the activity or marching band leader shall provide to each applicable student ~~athlete~~ and his/her parent (unless the student is at least age eighteen (18) or is an emancipated minor) an information sheet on Sudden Cardiac Arrest and acknowledgement form issued by the IDOE ~~Indiana Department of Education~~. Further, the

Board shall require the applicable student-~~athlete~~ and his/her parent (unless the student is at least age eighteen (18) or is an emancipated minor) to either electronically sign and submit or sign and return to the coach or marching band leader the form acknowledging the receipt of the information from the IDOE Indiana Department of Education on Sudden Cardiac Arrest.

The athletic and music departments-~~coach~~ shall maintain an original or electronic copy of the signed acknowledgement for each student and shall not allow the applicable student-~~athlete~~ to participate in the activity sport-until either the electronically signed or signed acknowledgement form from the parent and student is properly executed and returned.

~~A student athlete who participates in an interscholastic and/or intramural sports activity, including cheerleading, and is suspected of sustaining a concussion or head injury in a practice or game shall be removed from play at the time of the injury and may not return to play until s/he has been seen and evaluated by a licensed health care provider trained in the evaluation and management of concussions and head injuries, the coach receives a written clearance from the licensed healthcare provider who evaluated the student athlete confirming s/he can safely return to participation in the sport or activity, and not less than twenty four (24) hours have passed since s/he was removed from play.~~

~~The athletic department A coach shall maintain the original of the written clearance from the health care provider for the student athlete to return to play for no less than three (3) years after the student reaches age eighteen (18). [DLS1]~~

An applicable ~~A student athlete~~ who participates in an interscholastic and/or intramural sports activity, ~~including~~ cheerleading, marching band, or other extracurricular competitive or noncompetitive activity in which students have an increased risk of sudden cardiac arrest as determined by the IDOE, and is suspected, as determined by a game official, coach of the applicable student's team, licensed athletic trainer, physician assistant, advanced practiced registered nurse, licensed physician, marching band leader, or other official designated by the applicable student's school, of experiencing a symptom of sudden cardiac arrest in a practice or an above activity game shall be removed from practice or play at the time the symptom is identified, and the parent or legal guardian of the applicable student ~~athlete~~ shall be notified of the applicable student's ~~athlete's~~ symptoms (unless the student is at least age eighteen (18) or is an emancipated minor). An applicable ~~A student athlete~~ who has been removed from practice or play may not return to practice or play until twenty-four (24) hours has elapsed since the symptom is identified and the coach/sponsor, marching band leader, or other official designated by the applicable student's school has received verbal-written permission from a parent of the student (or from the student if the student is at least age eighteen (18) or is an emancipated minor) for him/her to return to practice and play. ~~Within twenty four (24) hours after giving verbal permission for the applicable student athlete to return to practice and play, the parent (or the student if the student is at least age eighteen (18) or is an emancipated minor) must provide the coach, marching band leader, or other official designated by the school with a written statement confirming the student has permission to return to practice and play.~~

A coach The athletic and music departments shall maintain the original of the written statement confirming the student has permission to return to practice and play for no less than three (3) years after the student reaches age eighteen (18).

Each coach or marching band leader of an interscholastic and/or intramural sports activity, ~~including~~ cheerleading, marching band, or other extracurricular activity shall participate in a ~~receive~~ training course on concussions, sudden cardiac arrest (including the symptoms), and cardiopulmonary resuscitation as determined by the IDOE, and the use of an automated external defibrillator.



Sudden Cardiac Arrest – FAQ Document

(May 2021)

1. Where can I find a copy of the Sudden Cardiac Arrest (SCA) Law?

The law is titled “Student Athletes: Sudden Cardiac Arrest”. The original law is listed under Indiana Code IC 20-34-8. HEA 1040, passed during the 2021 legislative session, added additional requirements to the law which can be found [here](#).

2. Are there new requirements mandated in HEA 1040?

Yes, the following new requirements are mandated in HEA 1040:

- Expands the definition of students to include those participating in marching band.
- Defines the symptoms of sudden cardiac arrest as fainting, difficulty breathing, chest pains, dizziness, and abnormal racing heart.
- Adds the requirement to include electrocardiogram information into the fact sheets.
- Provides a list of people that can remove a student from an activity.
- Includes a requirement that coaches and marching band leaders must complete a sudden cardiac arrest training course.
- Adds liability protection for adults providing coaching or leadership services to applicable students.

3. Does this law apply to all schools?

This law applies to public school corporations, charter schools, and accredited non-public schools.

4. Does this law apply to all students?

This law applies to all students, under the age of 18, who participate in an athletic contest or competition conducted between or among schools, including competitive and noncompetitive cheerleading sponsored by or associated with a school, and marching band.

5. Does this law apply to students participating in intramural sports?

No, the original Sudden Cardiac Arrest Law was amended in 2016 to remove the requirement that applied to an intramural athletic contest or competition.



6. What type of documents are required in this law?

Schools are required to share information sheets with both parents and students. Before beginning practice for an athletic activity, cheerleading, or marching band, students and parents must be given information sheets which describe specific symptoms of SCA, as well as information regarding electrocardiogram testing. Additionally, parents and students must sign and return a form acknowledging the receipt and review of the information to the student's coach or marching band leader.

7. Are there sample forms that schools could use regarding the implementation of this law?

Yes, sample forms have been developed by the Indiana Department of Education (IDOE) and can be found on the [IDOE Concussion and Sudden Cardiac Arrest Webpage](#). Schools are not required to use these sample forms, but they are provided for schools to use if they wish. Schools are welcome to develop and use their own forms as long as these forms meet the requirements of the law.

8. Who can remove a student who is experiencing symptoms from practice?

A game official, coach from the student's athletic or cheerleading activity, licensed athletic trainer, physical assistant, advanced practice registered nurse, licensed physician, or marching band leader may remove a student from practice who is experiencing symptoms of SCA.

If during the initial assessment, the student athlete does not exhibit any of the emergency signs associated with sudden cardiac arrest, but does exhibit any (even one) of the signs or symptoms of sudden cardiac arrest, sudden cardiac arrest should be suspected. At that time, the student athlete should be removed from play, the student's parents should be notified, and the athlete should not return to play until a parent's verbal permission has been obtained. The student may not return to practice or play until the parents' verbal permission has been obtained, even if the student has been assessed by a health care professional.

9. Does a student have to be evaluated by a licensed health care provider before being allowed to return to participation?

No, the law requires that the parent must be notified, the information sheet must be provided, and the student may return to participation only if verbal permission has been given by the parent. Verbal permission must be replaced with written permission within 24 hours. Sample forms to document verbal permission and the parents' written permission can be found on the [IDOE Concussion and Sudden Cardiac Arrest Webpage](#).



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

10. What should be done if the parent does not send written permission to the coach or band leader?

The student should not be allowed to participate, practice, or compete in an activity until the parent has provided the school written permission for the student to return to the activity.

11. What should be done if the student continues to exhibit signs or symptoms of sudden cardiac arrest after they have been returned to play upon written release by the parent?

The student should be removed from play each time he/she exhibits symptoms of sudden cardiac arrest and should not be returned to play without a verbal and then a written follow-up release to play from the parents. Schools are encouraged to develop a school policy that addresses these procedures and describes what the school policy will be for students that exhibit these symptoms more than once. (For example, a school policy could state that a school will only accept one written return to play release note from a parent and if the student continues to exhibit signs and symptoms of sudden cardiac arrest, the parents' written release would need to be replaced by a health care provider's written release.)

12. What are the requirements for the new education course?

The law states that no individual may coach or lead an athletic, cheerleading or marching band activity until the individual completes a sudden cardiac arrest training course approved by IDOE. The course must provide a certificate of completion to each individual who completes the course.

13. Is there an approved course that individuals can take that meets the requirement of this law?

Yes, the following course has been approved by IDOE as meeting the requirements of HEA 1040: <https://nfhslearn.com/courses/sudden-cardiac-arrest>.

14. Is there any liability protection for individuals included in this law?

Yes, any individual who complies with the requirements of the law and provides coaching or leadership services in good faith is not personally liable for damages in a civil action except for an act or omission that constitutes gross negligence or willful or wanton misconduct.

SUDDEN CARDIAC ARREST ACKNOWLEDGEMENT AND SIGNATURE FORM
FOR PARENTS AND STUDENTS

Student's Name (Please Print): _____

Activity Participating In (Current and Potential): _____

School: _____ Grade: _____

IC 20-34-8 requires schools to distribute information sheets to inform and educate students and their parents on the nature and risk of sudden cardiac arrest (SCA) to students, including the risks of continuing to participate in physical activities while experiencing warning signs of SCA. These sheets must also include information about electrocardiogram testing, including the potential risks and benefits of testing.

The law requires that each year, before beginning participation in a physical activity, applicable students and their parents must be given the information sheet, and both must sign and return a form acknowledging receipt of the information to the student's coach or band leader. Applicable students include students participating in:

- An athletic contest or competition between or among schools
- Competitive and noncompetitive cheerleading that is sponsored by or associated with a school
- Marching band.

IC 20-34-8 states that a student who is suspected of experiencing symptoms of SCA shall be removed from the activity and may not return to the activity until the coach or band leader has received verbal permission from a parent for the student to resume participation. Within twenty-four hours, this verbal permission must be replaced by a written statement from the parent.

Parent - please read the SCA Fact Sheet for Parents and ensure that your child has also received and read the SCA Fact Sheet for Students. After reading these fact sheets, please ensure that you and your child sign this form and have your child return this form to his/her coach or band leader.

I, as a student participating in an athletic contest, cheerleading, or marching band, have received and read the SCA Fact Sheet for Students. I understand the warning signs of SCA, including the risks of continuing to participate if I am experiencing any of these warning signs.

(Signature of Student Athlete)

(Date)

I, as the parent of the above-named student, have received and read the SCA Fact Sheet for Parents. I understand the nature and risk of SCA, including the risks of continuing to participate after experiencing warning signs of SCA.

(Signature of Parent or Guardian)

(Date)

Book	Policy Manual
Section	5000 Students
Title	PROPOSED REVISED THE SCHOOLS AND GOVERNMENTAL AGENCIES
Code	po5540 (includes recommendations discussed during the 2/22/2022 BST meeting)
Status	
Adopted	November 22, 2016
Last Reviewed	March 8, 2022

5540 - THE SCHOOLS AND GOVERNMENTAL AGENCIES

The Board is committed to protect students from individuals not associated with the School Corporation seeking access to students at school, but also recognizes its responsibility to cooperate with law enforcement agencies and the Department of Child Services (DCS). ~~Child Protective Services of the Welfare Department.~~

When such agencies request permission to interrogate a student at school, the principal shall **make every reasonable effort attempt** to inform the student's parents, unless directed not to do so by the representative of the agency.

The Elkhart Community Schools encourages all law enforcement personnel to interrogate juveniles other than during school hours whenever possible, except in instances which are school related.

When ~~DCS Child Protective Services~~ or a law enforcement agency states **a legitimate purpose, such as exigent circumstances as defined by Indiana Code 31-92-44.1 for questioning or examining a student while the student is entrusted to the Corporation**, ~~the child's well-being would be endangered by questioning the student outside of school time, the principal or representative~~ **the school representative, i.e. principal, guidance counselor, or social worker** shall be present throughout the proceedings, unless ordered not to be present by a **school** representative of the agency or **a court of law**.

If the agency makes a request to interview a student at school alone, this request will only be granted under the following circumstances:

- 1. the agency employee presents their official credentials as a department caseworker, or other proof of employment with the department upon arrival at the school; and**
- 2. the agency employee has a written statement that the agency has parental consent or a court order, or exigent circumstances consistent with Indiana Code 31-92-44.1 to interview a student at school. This statement shall not disclose any of the facts of the allegations or evidence and therefore may be transmitted to the Corporation electronically.**

If an electronic statement is submitted regarding need for an agency employee to interview a student at school, this statement shall not be maintained in the student's file and the Corporation shall protect the student and the student's family's confidentiality regarding the written statement and the interview.

When an agency removes a student from school, the principal shall notify the student's parent and the Superintendent before the time the student would normally arrive home on that day.

No student shall be released to an agency, other than a law enforcement agency or **DCS Child Protective Services**, without written parental permission, except in the event of emergency or for the protection of life or property as determined by the principal.

As used in this policy, "student" means any person enrolled in classes other than adult education classes, and is not limited to persons under eighteen (18) years of age.

The Superintendent shall prepare guidelines to promote understanding and cooperation between staff members and students and these agencies.

Book	Policy Manual
Section	7000 Property
Title	PROPOSED REVISED NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY
Code	po7540.03 (as presented during the 2/22/2022 BST meeting)
Status	
Adopted	November 22, 2016
Last Reviewed	March 8, 2022

7540.03 - NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY

The Superintendent's implementation of guidelines and procedures describing responsible and acceptable use of technology, networks, and information shall include, but not be limited to the following notifications to Users. It is the School Board's expectation that the Superintendent will tailor the format of the information to be appropriate to its intended audience, such as: Employees, Students, or Families.

- A. Philosophy and Purpose
- B. A description of Scope from Policy 7540
- C. A statement regarding the Limited Educational Purpose of the corporation's technology systems from Policy 7540
- D. Notification that the Use of System is a Privilege from Policy 7540
- E. A description of expectations and limitations regarding Technology Privacy from Policy 7540.01
- F. The following notice regarding technology protection measures

The Corporation has implemented the use of technology protection measures which are specific technologies that will protect against (e.g. filter or block) access to visual displays/depictions that are obscene, child pornography, and materials that are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Corporation or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The technology protection measures may not be disabled at any time that students may be using the Network, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.

The Corporation utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. Nevertheless, parents/guardians are advised that a determined user may be able to gain access to services on the Internet that the Corporation has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to information and communications that they and/or their parents/guardians may find inappropriate, offensive, objectionable or controversial. Parents/Guardians assume risks by consenting to allow their child to participate in the use of the Internet. Parents/Guardians of minors are responsible for setting and conveying the standards that their children should follow when using the Internet. The Board supports and respects each family's right to decide whether to apply for independent student access to the Internet.

- G. The following notice regarding instruction to be provided students regarding technology safety:

Pursuant to Federal law, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified below. Furthermore, staff members will monitor the online activities of students while in school. This monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

1. safety and security while using email, chat rooms, social media, and other forms of direct electronic communications;
2. the dangers inherent with the online disclosure of personally identifiable information;
3. the consequences of unauthorized access (e.g., "hacking"), cyberbullying and other unlawful or inappropriate activities by students online; and
4. unauthorized disclosure, use, and dissemination of personal information regarding minors.

Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the Internet. Students (and their parents if they are minors) are required to sign an agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

- H. Guidance for Responsible Use of Technology, including the following:

The Board believes that technology users have the same responsibilities while using Board technology that are expected in any other school activity. Responsible use of technology is legal, ethical, academically honest, respectful of the rights of others, and consistent with the Board's mission.

While online, students should not reveal personal information such as name, age, gender, home address or telephone number, and are encouraged not to respond to unsolicited online contacts and to report to a teacher or supervisor any online contacts which are frightening, threatening, or otherwise inappropriate. Students shall not be required to divulge personal information for access to a non-corporation managed technology.

The Board prohibits the sending, receiving, viewing, or downloading of materials that are harmful to minors on computers and other technology related devices owned or leased by the Corporation or connected to the Corporation's computer network.

Users will become familiar with and follow all laws, including copyright laws and fair use guidelines.

Users accessing information or communicating using Board technology shall be responsible for knowing what information is confidential under law or Board policy, and that the transmission of confidential information in error may result in discipline to the user transmitting the confidential information.

- I. A list of Unacceptable Uses, including, but not limited to the following:

1. Users will not use the school corporation system to access, review, upload, download, store, print, post, or distribute;

- a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
- b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
- c. materials that use language or images that are inappropriate to the educational setting or disruptive to the educational process or information or materials that could cause damage or danger of disruption;
- d. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute bullying, harassment, or discrimination, unless used as primary source material for the study of a subject under the direct supervision of a teacher;

2. Users will not use external proxy servers or other means of bypassing the corporation's Internet content filter to gain access to these materials.

- J. Users will not use the school corporation system to knowingly or recklessly post false or defamatory information about a person or organization, nor to bully or harass another person, nor to engage in personal attacks, including prejudicial or discriminatory attacks.
- K. Users will not use the school corporation system to engage in any illegal act or violate any local, state or federal statute or law.
- L. Users will not use the school corporation system to vandalize, damage or disable the property of another person or organization; will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means; will not tamper with, modify or change the school corporation system software, hardware or wiring or take any action to violate the school corporation system's security; and will not use the school corporation system in such a way as to disrupt the use of the system by other users.
- M. Users will not use the school corporation system to gain unauthorized access to information resources nor to access another person's materials, information or files without the implied or direct permission of that person.
- N. Users will not use the school corporation system to post private information about another person or to post personal contact information about themselves or other persons including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords.
- O. Users will not attempt to gain unauthorized access to the school corporation system or any other system through the school corporation system, nor attempt to log in through another person's account, nor use computer accounts, access codes or network identification other than those assigned to the user.
- P. Users will not use the school corporation system to violate copyright laws, or usage licensing agreements, nor otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
- Q. Users will not use the school corporation system for the conduct of a business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school corporation. Users will not use the school corporation system to offer or provide goods or services or for product advertisement. Users will not use the school corporation system to purchase goods or services for personal use without authorization from the appropriate school corporation official.
- R. Users will not use the school corporation system to access any material or resource which results in the school corporation receiving an unauthorized billing. Any financial obligation incurred by a User through the Internet is the sole responsibility of the staff member, the student, or the student's parents.
- S. Users will not use excessive data storage or network bandwidth for non- school related purposes. This includes unauthorized file downloads, Internet radio or video, peer-to-peer file sharing, chat rooms, games, instant messenger services, or the transfer of unusually large or numerous files or e-mail messages.
- T. Users may access the school corporation's wireless network using personal property if such access is approved by the appropriate Corporation official subject to the terms and provisions of that network. However, Users may not use personal property to gain access to the school corporation's wired network without proper authorization from a corporation official.

The aforementioned principles and guidelines are extended to networks and information technology resources outside of the school corporation which are accessed through the corporation network via the Internet. Networks or information technology resource providers outside of the corporation may, in turn, impose additional conditions of appropriate use which the user is responsible to observe when using those resources.

A student or employee engaging in the foregoing unacceptable uses of the Internet when off school corporation premises also may be in violation of this policy as well as other school corporation policies. Examples of such violations include, but are not limited to, situations where the school corporation system is compromised, if a school corporation employee or student is negatively impacted, or if the educational setting or educational process is disrupted. (First Amendment Rights do apply in these situations, however.) If the school corporation receives a report of an unacceptable use originating from a non-school computer or resource, the school corporation may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct including, but not limited to, suspension or cancellation of the use or access to the school corporation computer system and the Internet and discipline under other appropriate school corporation policies, including suspension, expulsion, exclusion, or termination of employment.

If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school corporation official. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. A student may also in certain rare instances access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher.

- A. Information regarding the consequences associated with *Violation of this Policy* from Policy 7540
- B. Disclosure regarding *Limitations on School Corporation Liability* from Policy 7540
- C. A "*Responsible and Acceptable Use of Technology*" signature form for students and parents, including, but not limited to the following:

As a condition of using the Elkhart Community Schools' computer system and network, I understand and agree to the following:

- A. I (My child) will comply with Board Policy 7540.03 which governs responsible and acceptable use of the technology, networks, and information of the Elkhart Community Schools.
 - B. I hereby knowingly and voluntarily agree that Elkhart Community Schools shall have the right to review any material stored on any system provided by the school corporation to edit or remove any material.
 - C. In consideration for (my child) using the Internet and having access to public networks, I hereby release Elkhart Community Schools, its officers, employees, and agents from any and all claims and damages arising from misuse, or inability to use Internet, loss of personal information or data, or information retrieved through the use of the corporation's technical resources.
 - D. I understand that any violation of Board Policy 7540.03 is unethical and may constitute a violation of law. Should any violation of the policy and/or criminal code be committed, I understand and agree that my (child's) access privileges are subject to revocation, school disciplinary action up to and including expulsion may be taken, and/or appropriate legal action may be taken.
-

(Student Name)/(Student Signature)/(Date)

I understand that any violation of Board Policy 7540.03 is unethical and may constitute a violation of law. Should any violation of the policy and/or criminal code be committed, I understand and agree that my [child's] access privileges are subject to revocation, school disciplinary action up to and including expulsion may be taken, and/or appropriate legal action may be taken.

As the parent or guardian of this student, I agree that my child will abide by Board Policy 7540.03 relating to acceptable use of the school corporation computer system and the Internet. I understand that this access is designed for educational purposes. However, I also recognize it is impossible for the school corporation to restrict access to all controversial materials and I will not hold the school corporation or its employees or agents responsible for materials acquired on the Internet.

I further agree that I will assume full responsibility for any and all costs, financial and otherwise, that may be incurred by the student while using Elkhart Community Schools-provided access to the Internet when such costs have not been authorized or approved by the school corporation.

I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

(Parent Name) / (Parent Signature) / (Date)

BEARDSLEY

- North: East on Bristol Street from Cassopolis Street to Independence Street.
- East: South on Independence Street extended (both sides) to the St. Joseph River.
- South: West on the St. Joseph River to the Elkhart River; south on the Elkhart River to Jackson Boulevard; west on Jackson Boulevard to Main Street; south on Main Street to Tyler Street (both sides); west on the railroad tracks to 6th Street.
- West: North on 6th Street to W. Franklin Street; west on W. Franklin Street to Vistula Street; northwest on the St. Joseph River to Bower Street; west on Bower Street (neither side) to N. Michigan Street; north on N. Michigan Street (neither side) to Mishawaka Street; east on Mishawaka Street extended to Cassopolis Street; north on Cassopolis Street to Bristol Street.

Additional Boundary:

The following addresses are included as a part of the Beardsley attendance area: 330, 334, 342, 350, 402, and 412 Chapman Avenue; 1214, 1215, and 1217 Delaware Street.

BECK

North: East on the railroad tracks from ~~Prairie Street~~ Oakland Avenue to Main Street; east on the single railroad track (north of Middlebury Street) to the Elkhart River.

East: South on the Elkhart River to E. Indiana Avenue.

South: West on E. Indiana Avenue to ~~the railroad tracks~~ S. 6th Street; west on W. Indiana Avenue (both sides) to Oakland Avenue.

West: North on Oakland Avenue to the railroad tracks. ~~the railroad tracks to Prairie Street.~~

Includes: 315, 327, 331, 335, 337, 341, 355, 403, 411, 423, and 501 Wagner Avenue; 318, 322, 326, 330, 334, 336, 340, 354, 402, 410, and 420 Indiana Avenue; 1405 and 1410 Delaware Street.

Excludes: 315, 319, 327, 330, 331, 334, 335, 337, 341, 342, 350, 355, 402, 403, 411, 412, 423, and 503 Chapman Avenue; 1214, 1215, 1217, 1310, and 1311 Delaware Street; 314, 326, 330, 334, 336, 340, 354, 402, 410, 422, and 500 Wagner Avenue.

BRISTOL

- North: East on the state line from County Road 19 to the Washington-York Township line.
- East: South on the Washington-York Township line to the Washington-Jefferson Township line.
- South: West on the Washington-Jefferson Township line to County Road 17.
- West: North on County Road 17 to the St. Joseph River; east on the St. Joseph River to County Road 19 extended; north on County Road 19 (neither side) to the state line.

CLEVELAND

- North: East on the state line from the Elkhart-St. Joseph County line to .5 of a mile west of County Road 5 (Edwardsburg Road).
- East: South (excluding all of the Michiana Trailer Park and Roberts Manor) to County Road 2; east on County Road 2 (both sides) to County Road 5 (Edwardsburg Road); southeast on County Road 5 (neither side) to County Road 4; southwest on County Road 4 (both sides) to County Road 101; south on County Road 101 (neither side) to the Toll Road; east on the Toll Road to County Road 5; southeast on County Road 5 (neither side) to the intersection of County Roads 5 and 6; west on County Road 6 (both sides) to John Weaver Parkway; south on a line from the intersection of County Road 6 and John Weaver Parkway to the intersection of County Road 10 and Starner Avenue; west to the intersection of County Road 8 and County Road 1; south on County Road 1 (both sides) to County Road 108; east on County Road 108 (both sides) to County Road 101; south on County Road 101 (neither side) to County Road 12; east on County Road 12 (neither side) to County Road 3; south on County Road 3 (neither side) to old U.S. 20; west on old U.S. 20 (neither side) to the entrance of Lexington Industrial Park; south to the St. Joseph River.
- South: West on the St. Joseph River to the Elkhart-St. Joseph County line.
- West: North on the Elkhart-St. Joseph County line from the St. Joseph River to the state line.

DALY

- North: East on W. Beardsley Street from Nappanee Street to N. Michigan Street.
- East: South on N. Michigan Street to Bower Street (both sides); east on Bower Street (both sides) to the St. Joseph River; south on the St. Joseph River to the intersection of W. Franklin and Vistula Street; ~~west~~ east on W. Franklin Street to S. ~~Shore Drive~~ 6th Street; ~~west on W. Franklin Street from S. Shore Drive to Oakland Avenue; south on Oakland Avenue~~ south on S. 6th Street to the railroad.
- South: West on the railroad tracks to Nappanee Street.
- West: North on Nappanee Street to the St. Joseph River; west, north and east to include Rainbow Bend Boulevard, Aspin Drive, and Gruber Lane, north on Nappanee to W. Beardsley Street.

EASTWOOD

- North: East on the state line from County Road 11 to County Road 19.
- East: South on County Road 19 (both sides) to the St. Joseph River.
- South: West on the St. Joseph River to a point just west of the property line extended of 23499 Greenleaf Boulevard.
- West: North to .5 of a mile north of Bristol Street (on a line just west of the property line extended of 23499 Greenleaf Boulevard); west .25 of a mile; north to County Road 8 extended; west to Puterbaugh Creek; north on Puterbaugh Creek to County Road 6, continue north to the state line (excluding the Hidden Lake Reserve); west on Stateline Road to County Road 11.

FEESER

- North: East on the state line from .5 of a mile west of County Road 5 (Edwardsburg Road) to the intersection with Dolph Road.
- East: South on Dolph Road (neither side) to N. Shore Drive; continue south to the intersection of County Road 4 and the Osolo Township Ditch; south on the Osolo Township Ditch to the Toll Road.
- South: West on the Toll Road to a point at the interchange which is north of the intersection of Cumberland and Oakwood Avenues; south to the intersection of Oakwood and Cumberland Avenues; southwest diagonally to the intersection of Cassopolis Street (Indiana 19) and County Road 6; west on County Road 6 (both sides including Merlin Isle and Creekside) to County Road 5.
- West: Northwest on County Road 5 to the Toll Road; west on the Toll Road to County Road 101; north on County Road 101 (both sides) to County Road 4; northeast on County Road 4 (neither side) to County Road 5; northwest on County Road 5 (both sides) to County Road 2; west on County Road 2 (neither side) to a line which intersects with the state line .5 of a mile west of where County Road 5 intersects the state line.

HAWTHORNE

~~North: East on the railroad from Nappanee Street to Oakland Avenue; north on Oakland Avenue to W. Franklin Street; east on W. Franklin Street to South Shore Drive; east on W. Franklin Street (both sides) to Collins Court; east on W. Franklin Street to S. 6th Street; south on S. 6th Street to the railroad tracks; west on the railroad tracks (north side only) to 11th Street extended; east on W. Indiana Avenue to S. 6th Street.~~

~~East: South on S. 6th Street to W. Wolf Street; east on W. Wolf Street to Benham Avenue; south on Benham Avenue to W. Lusher Avenue; east on W. Lusher Avenue to Prairie Street; south on Prairie Street to Hively Avenue.~~

~~South: West on Hively Avenue to a point 225 feet east of Benham Avenue; south to approximately 425 feet north of Mishawaka Road; west to Benham Avenue, continue west .2 of a mile on a parallel to Mishawaka Road; north and east to Benham Avenue to include the Biblical Seminary; north on Benham Avenue to Hively Avenue; west on Hively Avenue to Compton Avenue extended; north on Compton Avenue extended to Carlton Avenue; west on Carlton Avenue to 6th Street; south on 6th Street to Hively Avenue; west on Hively Avenue to Oakland Avenue; north on Oakland Avenue to the north property line of Oaklawn Center; east to the west property line of Southdale Drive; north to the south property line of Sunrise Drive (south); west to Oakland Avenue; south on Oakland Avenue to the south property line of the Armory (966 feet north of Hively Avenue); west to 15th Street extended; north on 15th Street extended to Leininger Avenue; west on Leininger Avenue (both sides) to 17th Street; south on 17th Street to an east west alley extended; west on the alley extended to 18th Street; north on 18th Street to Leininger Avenue; west on Leininger Avenue (both sides) to Nappanee Street.~~

~~West: North on Nappanee Street to railroad.~~

MONGER

North: East on E. Indiana Avenue from ~~S. Main Street~~ Morehouse Street (extended) to the Elkhart River.

East: South on the Elkhart River to Clayton ~~Street~~ Avenue extended; south to Bontrager Avenue (extended).

South: West on Bontrager Avenue (extended; neither side) to DeCamp Avenue extended; north on DeCamp Avenue extended to Hively Avenue; west on Hively Avenue to ~~Prairie Street~~ Benham Avenue; south on Benham Avenue to approximately 425 feet north of Mishawaka Road; west to Benham Avenue, continue west .2 miles on a parallel to Mishawaka Road; north and east to Benham Avenue to include the Biblical Seminary; north on Benham Avenue to Hively Avenue; west on Hively Avenue to Compton Avenue (extended); north on Compton Avenue (extended) to Carlton Avenue; west on Carlton Avenue to S. 6th Street.

West: North on ~~Prairie~~ S. 6th Street from Hively Avenue to Lusher Avenue; east on Lusher Avenue to ~~Main Street~~ Morehouse Avenue; north ~~west~~ on ~~S. Main Street~~ Morehouse Avenue (extended) to E. Indiana Avenue.

Additional Boundary:

The following addresses are included as a part of the Monger attendance boundary: 326, 334, 336, 354, 402, 422, and 500 Wagner Avenue.

OSOLO

- North: East on County Road 6 (neither side) from County Road 5 to Cassopolis Street (Indiana 19); northeast to the intersection of Oakwood and Cumberland Avenues; north to the Toll Road (at the interchange); east to the Osolo Township Ditch; north on the Osolo Township Ditch to County Road 4, continue north to the intersection of N. Shore Drive and Dolph Road; continue north on Dolph Road (both sides) to the state line; east on the state line to County Road 11, continue east (neither side) to a point north of the intersection of County Road 6 and Puterbaugh Creek (approximately .3 of a mile east of County Road 11).
- East: South (including Hidden Lake Reserve as well as Brighton, Fairgrove and Windrow Drive) to the intersection of County Road 6 and Puterbaugh Creek, continue south on Puterbaugh Creek to County Road 106.
- South: West on County Road 106 (both sides) to County Road 11 (including all of Woodland Estates); south on County Road 11 (both sides) to Homewood Avenue extended. West on Homewood Avenue extended to Berkley Avenue. South on Berkley Avenue extended (both sides) to Country Club Drive extended. West on Country Club Drive extended (neither side) to Johnson Street; South on Johnson Street to Bristol Street; west on Bristol Street to Edwardsburg Road.
- West: North on Edwardsburg Road; northwest on Edwardsburg Road extended (neither side, not any of Zentz Drive) to the intersection of County Roads 5 and 6.

PINEWOOD

- North: East on Country Club Drive extended (both sides) from Johnson Street to Berkley Avenue extended; north on Berkley Avenue extended (neither side) to Homewood Avenue; east on Homewood Avenue extended to County Road 11; north on County Road 11 (neither side) to County Road 106 (excluding all of Woodland Estates); east on County Road 106 (neither side) to Puterbaugh Creek; south on Puterbaugh Creek, continue east on County Road 8 (both sides) to County Road 13; east to .25 of a mile east of County Road 13; south to .5 of a mile north of Bristol Street; east to .5 of a mile east of County Road 13.
- East: South to the St. Joseph River (on a line just west of Dawn Avenue and crossing Greenleaf Boulevard just west of 23499 Greenleaf Boulevard).
- South: West on the St. Joseph River to Independence Street extended.
- West: North on Independence Street extended (neither side) to Bristol Street; west on Bristol Street to Johnson Street; north on Johnson Street to Country Club Drive.

RIVERVIEW

- North: East on the St. Joseph River from the Elkhart River to Middleton Run Road.
- East: South on Middleton Run Road to .14 of a mile north of Middlebury Street; east, south and west on an irregular line back to Middleton Run Road at Middlebury Street, (this includes lot one and part of lot two in Fair Acres Addition, and adjacent land totaling 8.4 acres.); south on Middleton Run Road to .12 of a mile south of Middlebury Street.
- South: West to Hall Manor Addition; south to Bryant Street; west to Hall Avenue; south to .25 of a mile south of Middlebury Street; west .33 of a mile to Toledo Road, (excluding approximately four acres of land on either side of Rowe Street.); west on Toledo Road (neither side) to Outer Drive; north on Outer Drive about 200 feet; east 200 feet and north to Middlebury Street; west on Middlebury Street to the east city limits (approximately in line with Clayton Street and Parker Avenue including Buildings 300, 500, 700, and 900 in the Woodwind community); south to Indiana Avenue extended; west to the Elkhart River; north and west on the Elkhart River to the railroad ~~tracks; west on the railroad tracks to Prairie Street; south on Prairie Street (west side only) to the railroad tracks;~~ west on the railroad ~~tracks~~ to Main Street.
- West: North on Main Street to W. Jackson Boulevard; east on W. Jackson Boulevard to the Elkhart River; north on the Elkhart River to the St. Joseph River.

Additional Boundary:

The following addresses are included as a part of the Riverview attendance boundary: 315, 319, 327, 331, 335, 337, 341, 355, 403, 411, 423, and 503 Chapman Avenue; 314, 330, 340, and 410 Wagner Avenue; 1310 and 1311 Delaware Street.

ROOSEVELT

- North: North along the railroad tracks from S. Nappanee Street to Oakland Avenue; north on Oakland Avenue to E. Indiana Avenue; ~~East on the south side of railroad tracks from 11th Street extended to east on~~ E. Indiana Avenue (neither side) to S. 6th Street; ~~West east~~ on E. Indiana Avenue (south side) to Main Street.
- East: South on ~~S. Main~~ Morehouse Street (extended) to E. Lusher Avenue.
- South: West on Lusher Avenue to ~~Benham Avenue~~ S. 6th Street; south on S. 6th Street to W. Hively Avenue; west on W. Hively Avenue to Southdale Drive; north on Southdale Drive (both sides) to Leininger Avenue (extended); west on Leininger Avenue (extended) to Oakland Avenue; south on Oakland Avenue (both sides) to the south property line of the Armory (966 feet north of Hively Avenue); west to 15th Street extended; north on 15th Street extended to Leininger Avenue; west on Leininger Avenue (both sides) to 17th Street; south on 17th Street to an east-west alley extended; west on the alley extended to 18th Street; north on 18th Street to Leininger Avenue; west on Leininger Avenue (both sides) to Nappanee Street.
- West: ~~North on Benham Avenue to Wolf Avenue; west on Wolf Avenue to S. 6th Street; north on S. 6th Street to W. Indiana Avenue; west on W. Indiana Avenue to 11th Street extended.~~ North on Nappanee Street to railroad tracks.

WOODLAND

- North: East on County Road 6 (neither side) from the John Weaver Parkway to the intersection of County Roads 5; southeast on Edwardsburg Avenue extended (both sides, including all of Zentz Drive but not any of the Bristol Street apartments) to W. Bristol Street; east on W. Bristol Street to Cassopolis Street.
- East: South on Cassopolis Street to Mishawaka Street extended.
- South: West on Mishawaka Street extended to N. Michigan Street; south on N. Michigan Street (both sides) to W. Beardsley Street; west on W. Beardsley Street to Nappanee Street; south on Nappanee Street, west and south excluding Rainbow Bend Boulevard, Aspin Drive and Gruber Lane, to the St. Joseph River; west on the St. Joseph River to a point south of the entrance of the Lexington Industrial Park on old U.S. 20.
- West: North to the entrance of the Lexington Industrial Park on old U.S. 20; east on old U.S. 20 (both sides) to County Road 3; north on County Road 3 (both sides) to County Road 12; west on County Road 12 (both sides) to County Road 101; north on County Road 101 (both sides) to County Road 108; west on County Road 108 (neither side) to County Road 1; north on County Road 1 (neither side) to County Road 8; east to the intersection of County Road 10 and Starner Avenue; north to the intersection of John Weaver Parkway and County Road 6.

NORTH SIDE MIDDLE SCHOOL

- North: East on the state line from Cassopolis Street to a point on State Line Road due north of the intersection of Lake Shore Drive and County Road 4.
- East: South from a point on State Line Road due north of the intersection of Lake Shore Drive and County Road 4 to said intersection: south and east on Lake Shore Drive (neither sides) to a point due north of the intersection of County Roads 15 and 104; south from that point to the intersection of County Roads 15 and 104; south on County Road 15 to Bristol Street (County Road 10); east on Bristol St to a point 135 feet east of the intersection of Meadowbank Drive and Bristol Street (County Road 10); south from that point to the St. Joseph River; west on the St. Joseph River to Main Street; south on Main Street to Prairie Street; south on Prairie Street to Indiana Avenue.
- South: West on Indiana Avenue to Oakland Avenue.
- West: North on Oakland Avenue (neither side) to Franklin Street; east on Franklin Street to the junction of Franklin Street and S. Shore Drive; north to the St. Joseph River; east and north on the St. Joseph River to the Sherman Street Bridge; west on Bower Street (neither side) to Michigan Street; north on Michigan Street (neither side) to Edwardsburg Avenue; northwest on Edwardsburg Avenue extended (neither side - not any of Zentz Drive, but including the Bristol Street Apartments) to the intersection of County Roads 5 and 6; east on County Road 6 (neither side - not any of Merlin Isle or Creekside) to Cassopolis Street; north on Cassopolis Street to the state line.

PIERRE MORAN MIDDLE SCHOOL

- North: East on the state line from a point due north of the intersection of Lake Shore Drive and County Road 4 to the Washington-York Township line.
- East: South on the Washington-York Township line to the Washington-Jefferson township line.
- South: West on the Washington-York Township line to the Washington-Concord Township line; north on the Washington-Concord Township line (County Road 17) to the St. Joseph River; west on the St. Joseph River to Middleton Run Road extended; south on Middleton Run Road to .14 of a mile north of Middlebury Street; east, south, and west on an irregular line back to Middleton Run Road at Middlebury Street (this includes lot one and part of lot two in Fair Acres Addition and adjacent land totaling 8.4 acres.); south on Middleton Run Road to .12 of a mile south of Middlebury Street; west to Hall Manor addition; south to Bryant Street; west to Hall Avenue; south to .25 of a mile south of Middlebury Street; west .33 of a mile to Toledo Road (excluding approximately four acres of land on either side of Rowe Street); west on Toledo Road (neither side) to Outer Drive; north on Outer Drive about 200 feet; east 200 feet and north to Middlebury Street; west on Middlebury Street to the east city limits (approximately in line with Clayton Street and Parker Avenue, including Buildings 300, 500, 700, and 900 in the Woodwind community); south to Indiana Avenue extended; west on Indiana Avenue extended to the Elkhart River; south on the Elkhart River to Clayton Avenue extended; south on Clayton Avenue to Bontrager Avenue; west on Bontrager Avenue extended to DeCamp Avenue extended; north on DeCamp Avenue extended to Hively Avenue; west on Hively Avenue to a point 225 feet east of Benham Avenue; south to approximately 425 feet north of Mishawaka Road; west to Benham Avenue, continue west .2 of a mile on a parallel to Mishawaka Road; north and east to Benham Avenue to include the Biblical Seminary; north on Benham Avenue to Hively Avenue; west on Hively Avenue to Compton Avenue extended; north on Compton Avenue extended to Carlton Avenue; west on Carlton Avenue to 6th Street.
- West: North on 6th Street to Indiana Avenue; east on Indiana Avenue to Prairie Street; north on Prairie Street to Main Street; north on Main Street to the St. Joseph River; east on the St. Joseph River to a point on the river which is due south of a point 135 feet east of the intersection of Meadowbank Drive and Bristol Street (County Road 10); west on Bristol Street (County Road 10) to County Road 15; north on County Road 15 (extended) to Lake Shore Drive; west and north on Lake Shore Drive (both sides) to County Road 4; north from the intersection of Lake Shore Drive and County Road 4 to the Indiana State Line.

WEST SIDE MIDDLE SCHOOL

North: East on the state line from the intersection of the Elkhart-St. Joseph County and the state line to Cassopolis Street.

East: South to the intersection of Cassopolis Street and County Road 6; west on County Road 6 (both sides - including Merlin Isle and Creekside) to County Road 5; southeast on Edwardsburg Avenue extended (both sides - including all of Zentz Drive but not any of the Bristol Street apartments) to Michigan Street; south on Michigan Street (both sides) to Bower Street; east on Bower Street (both sides) to the St. Joseph River; south and west on the St. Joseph River and across the river to the junction of South Shore Drive and Franklin Street; west on Franklin Street to Oakland Avenue; south on Oakland Avenue (both sides) to Indiana Avenue; east on Indiana Avenue to 6th Street; south on 6th Street to Hively Avenue.

South: West on Hively Avenue to Oakland Avenue; north on Oakland Avenue to the north property line of Oaklawn Center; east to the west property line of Southdale Drive; north to the south property line of Sunrise Drive south; west to Oakland Avenue; south on Oakland Avenue to the south property line of the Armory (966 feet north of Hively Avenue); west to 15th Street extended; north on 15th Street extended to Leininger Avenue; west on Leininger Avenue (both sides) to 17th Street; south on 17th Street to an east-west alley extended; west on the alley extended to 18th Street; north on 18th Street to Leininger Avenue, west on Leininger Avenue (both sides) to Nappanee Street; north on Nappanee Street to St. Joseph River; west on the St. Joseph River to the Elkhart-St. Joseph County Line.

West: North on the Elkhart-St. Joseph County line to the state line.

CENTRAL HIGH SCHOOL

- North: East on the state line from a point north of the intersection of County Road 6 and Puterbaugh Creek (about .3 of a mile east of County Road 11) to the Washington-York Township line.
- East: South on the Washington-York Township line from the state line to the Washington-Jefferson Township line.
- South: West on the Washington-Jefferson Township line to the Washington-Concord Township line; north on the Washington-Concord Township line to the St. Joseph River; west on the St. Joseph River to Middleton Run Road; south on Middleton Run Road to .14 of a mile north of Middlebury Street; east, south, and west on an irregular line back to Middleton Run Road at Middlebury Street (this includes lot one and part of lot two in Fair Acres Addition and adjacent land totaling 8.4 acres); south on Middleton Run Road to .12 of a mile south of Middlebury Street; west to Hall Manor Addition; south to Bryant Street, west to Hall Avenue; south to .25 of a mile south of Middlebury Street; west .33 of a mile to Toledo Road (excluding approximately four acres of land on either side of Rowe Street), west on Toledo Road to Outer Drive, north on Outer Drive about 200 feet; east 200 feet and north to Middlebury Street; west on Middlebury Street to the east city limits (approximately in line with Clayton Street and Parker Avenue including Buildings 300, 500, 700, and 900 of the Woodwind community); south on the east city limits to Indiana Avenue extended; west on Indiana Avenue extended to the Elkhart River; south on the Elkhart River to Clayton Street extended; south to Bontrager Avenue; west on Bontrager Avenue to DeCamp Avenue extended; north on DeCamp Avenue extended to Hively Avenue; west on Hively Avenue to a point 225 feet east of Benham Avenue; south to approximately 425 feet north of Mishawaka Road; west to Benham Avenue, continue west .2 of a mile on a parallel to Mishawaka Road; north and east to Benham Avenue to include the Biblical Seminary; north on Benham Avenue to Hively Avenue; west on Hively Avenue to Compton Avenue extended north on Compton Avenue extended to Carlton Avenue; west on Carlton Avenue to 6th Street.
- West: North on 6th Street to Marion Street; west on Marion Street to 700 W. Marion Street; north to Franklin Street; west on Franklin Street to 8th Street; north on 8th Street extended to the St. Joseph River; north and east on the St. Joseph River to Cassopolis Street extended; north on Cassopolis Street extended to Country Club Drive; east on Country Club Drive (both sides) and Medford Street extended (both sides) to Independence Street; north on Independence Street extended to the Osolo Township Ditch; northeast on the Osolo Township Ditch to County Road 8 extended to the west from Puterbaugh Creek; east to the intersection of County Road 8 and Puterbaugh Creek (including all of the Highland Mobile Home Park), north on Puterbaugh Creek to County Road 6, continue north to the state line (approximately .3 of a mile east of County Road 11).

MEMORIAL HIGH SCHOOL

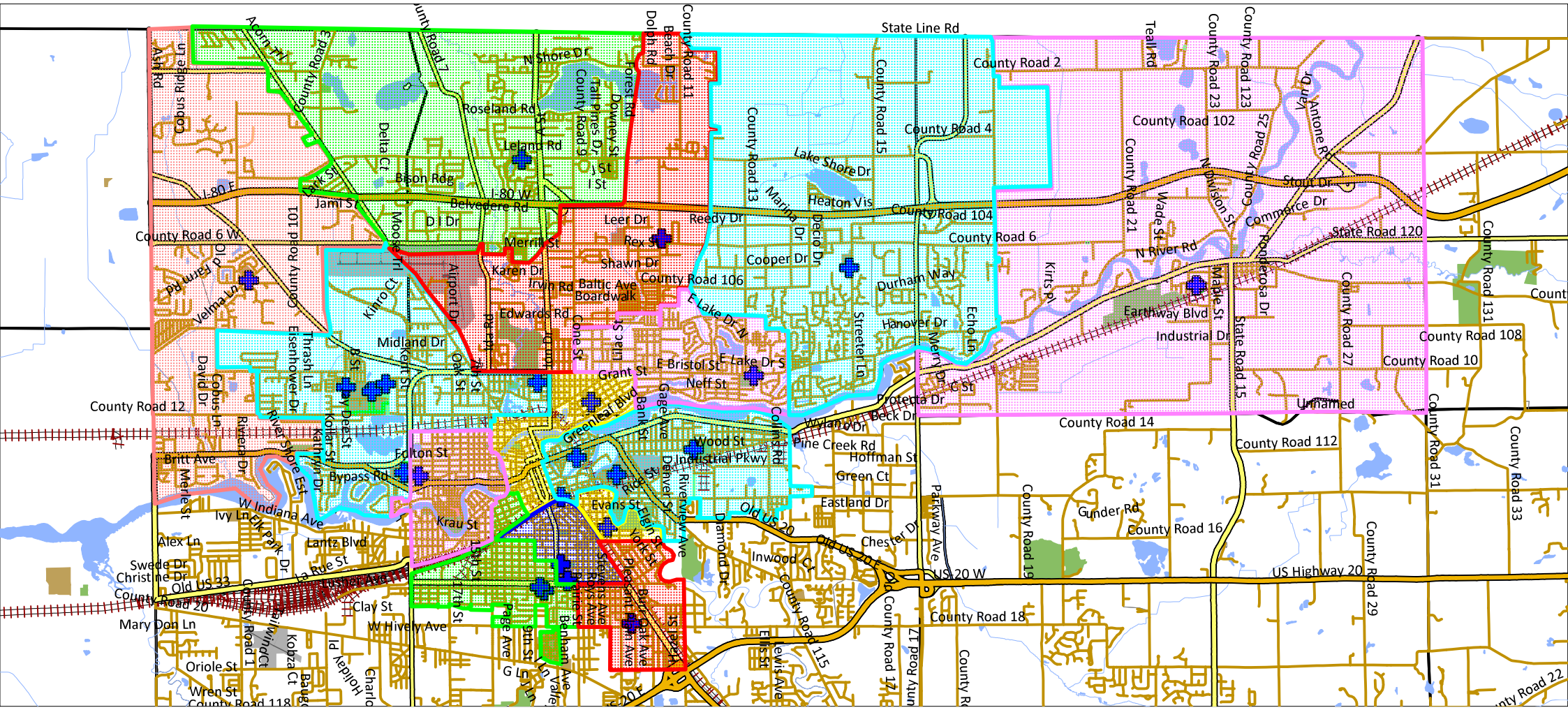
North: East on the state line from the Elkhart-St. Joseph County line to a point north of the intersection of County Road 6 and Puterbaugh Creek (approximately .3 of a mile east of County Road 11).

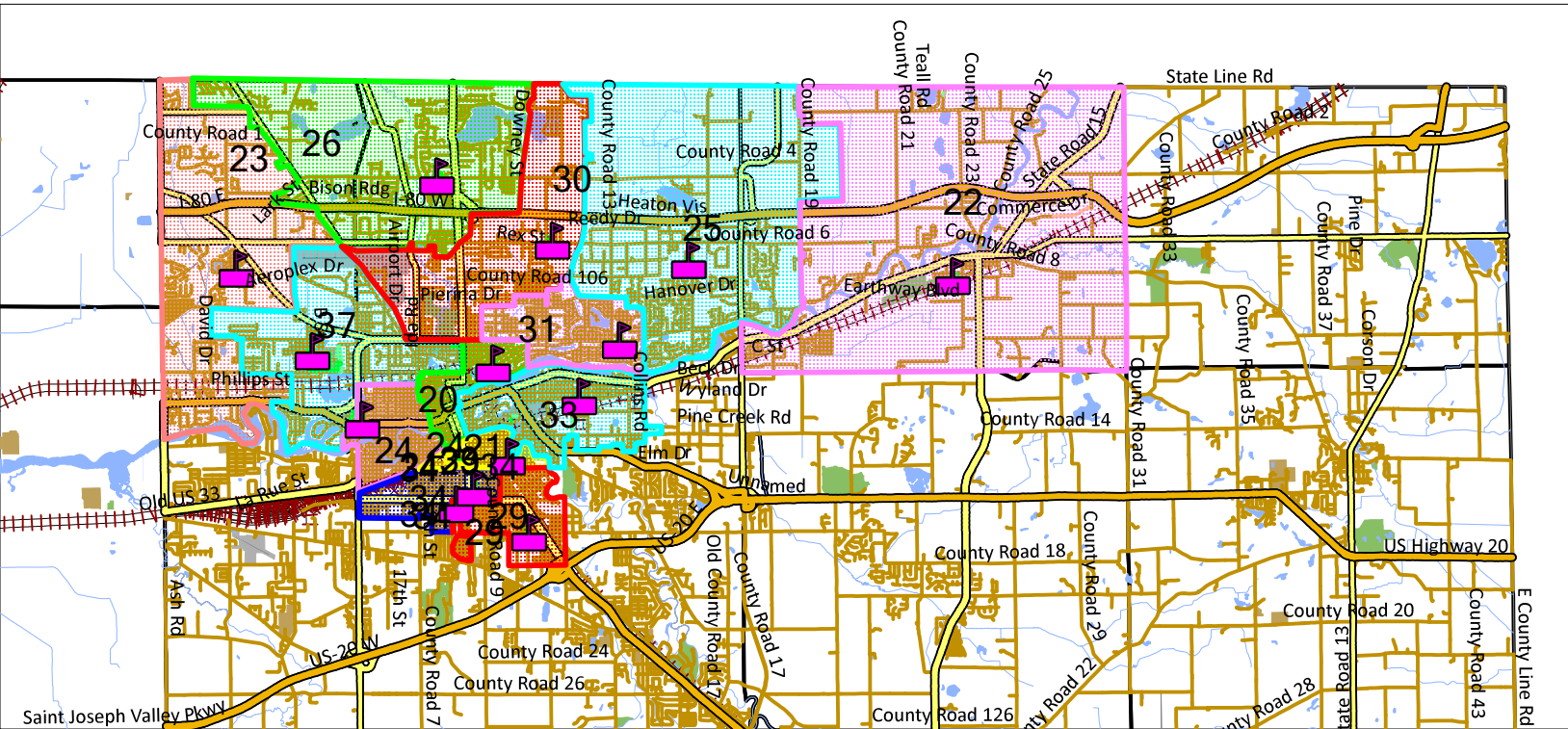
East: South to County Road 6, continue south on Puterbaugh Creek to County Road 8; west to the Osolo Township Ditch (not any of the Highland Mobile Home Park); southwest on the Osolo Township Ditch to Independence Street extended, south on Independence Street extended to Medford Street; west on Medford Street extended (neither side) and Country Club Drive (neither side) to Cassopolis Street; south on Cassopolis Street extended to the St. Joseph River; west and south on the St. Joseph River to 8th Street extended; south on 8th Street extended to Franklin Street; east on Franklin Street to 700 W. Franklin Street; south to Marion Street; east on Marion Street to 6th Street, south on 6th Street to Hively Avenue.

South: West on Hively Avenue to Oakland Avenue; north on Oakland Avenue to the north property line of Oaklawn Center; east on the west property line of Southdale Drive; north to the south property line of Sunrise Drive (south); west to Oakland Avenue; south on Oakland Avenue to the south property line of the Armory (966 feet north of Hively Avenue); west to 15th Street extended; north on 15th Street extended to Leininger Avenue; west on Leininger Avenue to 17th Street; south on 17th Street to an east-west alley extended; west on the alley extended to 18th Street; north on 18th Street to Leininger Avenue; west on Leininger Avenue to Nappanee Street; north on Nappanee Street to the St. Joseph River; west on the St. Joseph River to the Elkhart-St. Joseph County line.

West: North on the Elkhart-St. Joseph County line from the St. Joseph River to the state line.

~~November 13, 2018~~ [March 8, 2022](#)





Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED SECRETARIAL/BUSINESS COMPENSATION PLAN
 Code po3422.06S
 Status
 Adopted December 13, 2016
 Last Revised December 14, 2021
 Last Reviewed March 8, 2022

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

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

		II	II.3	II.6	III	III.3	III.6	IV	IV.3	IV.6	V
1	0 – 55 days	13.19	13.39	13.62	13.83	14.14	14.47	14.79	15.30	15.76	18.07
2	55 days – 1 year	13.48	13.72	14.01	14.30	14.75	15.20	15.65	16.11	16.57	18.89
3	1 year plus	13.83	14.15	14.47	14.79	15.25	15.72	16.06	16.52	17.04	19.37
4	2 years plus	14.30	14.75	15.20	15.65	16.03	16.42	16.84	17.30	17.79	20.10
5	3 years plus	14.79	15.23	15.65	16.07	16.57	17.14	17.67	18.14	18.62	20.94
6	4 years plus	15.65	16.03	16.42	16.84	17.34	17.90	18.45	18.93	19.40	21.71
7	5 years plus	16.06	16.57	17.14	17.67	18.31	18.95	19.57	20.03	20.52	22.83

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

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

Secretarial Classifications

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

Classifications

V	Secretarial	Business
	Classified Human Resources Administrative Assistant to Superintendent/Board of School Trustees Secretary to Assistant Superintendent of Exceptional Learners Secretary to the Assistant Superintendent of Student Services	Certified Payroll Classified Payroll Insurance
IV	Secretarial	Business
	Director of Career & Technical Ed. Administrative Assistant to Executive Principal** Secretary/Human Resources Data Specialist – Instructional Leadership Treasurer (High School)** Freshman Academy Principal**	Building Services Office Manager Payroll Assistant Accounts Payable EACC – WVPE Office Manager Director of Transportation CFO/COO Secretary

III Secretarial	Business
EACC Principal EACC Central Office Elementary Principal High School Athletics High School Vice/Assistant Principal High School Registrar Middle School Principals Elkhart Academy Student Services Secretary District Registrar Exceptional Learners Secretary Receptionist Media Services Center Coordinator *Federal Programs Instructional Leadership High School Counseling** School of Study** High School Student Office**	Business Office/Purchasing Director of Food Service Food Service Secretary Safety & Security Mail/Copy Center PACE Program EACC - Office**
II Secretarial	Business
Adult & Community Ed. Office Assistants High School Receptionist High School Media Center Middle School Assistant	Food Services Assistant

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

** Effective June 14, 2021

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

A. Commencement of Employment

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

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

B. Transfer of Job Classification

At the discretion of the employer, a secretary may be assigned to fill another secretarial position vacancy without the need to post the vacancy, so long as both positions are within the same department, and both positions are in the same job classification. In the event that a secretary transfers from one (1) job classification to another, the secretary will normally be placed on probation in the new position, but will continue to receive benefits. The provisions as written above shall be applicable except when a presently employed secretary who is at the top step is transferred, and in that case, the transferred secretary may be placed at her/his present step position by the Director of Human Resources.

C. Reclassification of Positions

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

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

D. Secretarial Career Increment Schedule

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

Years Regularly Employed in Elkhart Community Schools Hourly Increment

five (5) or more, but less than ten (10)	\$.20
ten (10) or more, but less than fifteen (15)	\$.30
fifteen (15) or more, but less than twenty (20)	\$.50
twenty (20) or more	\$.70

Mentor Program

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

Substitute Coverage for a Nurse

Effective January 1, 2022, when a nurse has been absent from a building for an extended period of time (i.e. more than five (5) consecutive school days) and substitute coverage has not been provided for the nurse assigned to said building, the secretary designated by the principal to provide coverage for the nurse may claim up to one (1) hour of overtime each day for the purpose of completing duties the secretary was unable to complete during the normal workday as a result of providing coverage for the nurse.

Dependent Textbook Fee Stipend

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

Fringe Benefits

Income Protection and Annuities

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

Insurance

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

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

Severance Benefits

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

A. Resignation

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

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

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

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

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

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

Change in Support Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy 3413S.

Absences

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

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

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

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

School-year Secretaries

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

Job-Related Injury

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

Personal Leave

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

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

requesting the use of said consecutive days to their immediate supervisor. If a secretary does not elect to roll two (2) personal business days into the following year, all unused personal leave will accumulate for retirement.

Secretarial/Business Personal Leave - Procedure

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

For less than twelve (12) month secretaries, except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Thanksgiving, Winter Recess, Spring Break or Summer Break, or the day preceding fall recess in the event that day is scheduled as a parent-teacher conference day, as defined by the school calendar, unless the employee complies with the following procedure:

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

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

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

Attendance Incentive Program

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

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

Bereavement

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

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

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

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

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

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

Military Leave

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

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay s/he shall present the check or a copy of the check to the payroll

office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Health Leave

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

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

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

Health Leave – Procedure

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

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

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

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

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

Jury and Witness Duty Pay

A. Jury Duty

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

B. Witness Duty

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

Parental Leave

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

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

Adoptive Leave

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

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

Holidays and Vacations

Definitions

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

Holidays

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

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

New Year's - two (2) days (See Sec. A.1.)

Martin Luther King Jr. Day

Presidents' Day (See Sec. A.4.)

Memorial Day

Independence Day - two (2) days (See Sec. A.2.)

Labor Day

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

Christmas - two (2) days (See Sec. A.1.)

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

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

- b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one (1) of these days, in which case an alternate day will be determined.

- 2. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.

- 3. Thanksgiving Day and the day following will be paid holidays.

- 4. Presidents' Day will be a paid holiday.

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

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Labor Day

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

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

Vacations

- A. A full-time employee, who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay **during** the calendar year, for each full month of employment completed, provided no more than ten (10) vacation days may be accrued. **Vacation benefits may not be utilized prior to accrual and approval from the Administrator.**
- B. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for five (5) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.
- F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
- G. For the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. **NOTE: the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.**
- The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number of years equivalent to a twelve (12) month position. The total number of equivalent years will be rounded up to the nearest whole number.
- The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one (1) full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.
- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor.
- When vacation days for secretaries have been requested and approved but are not able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).
- I. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond. Should a full-time employee be unable to use accumulated vacation days during this period, any unused days shall be transferred to accumulated personal illness days.
- J. A school-year employee will not be entitled to paid vacation days.

Revised 1/10/17

Revised 3/28/17

Revised 5/23/17

Revised 7/25/17

Revised 12/12/17

Revised 2/17/18

Revised 5/8/18

Revised 11/13/18

Revised 12/18/18

Revised 3/12/19
Revised 12/10/19
Revised 1/14/20
Revised 11/24/20
Revised 1/12/21
Revised 3/9/21

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED LEAVES OF ABSENCE
Code	po3430.01A
Status	
Adopted	November 22, 2016
Last Revised	February 8, 2022
Last Reviewed	March 8, 2022

3430.01A - LEAVES OF ABSENCE

Personal Leave

A. Each administrator is entitled to paid personal leave days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of employment, in accordance with the schedule set forth below. Such leave shall not be used for the sole purpose to extend school vacation periods.

1. 0 - 4 consecutive years of ECS service 3 days
2. 5 - 19 consecutive years of ECS service 4 days
3. 20 or more consecutive years of ECS service 5 days

B. **Unused personal leave days shall be rolled over at the end of each contract year on a continual basis. An administrator may not retain more than ten (10) personal leave days and may not use more than five (5) personal leave days consecutively. ~~Unused personal leave days shall at the end of each contract year be transferred in whole to sick leave.~~**

Sick Leave

A. Each administrator shall each year be entitled to be absent from work on account of illness, physical disability, or quarantine for a total of one (1) day per month while under contract. Such days will be credited to the administrator's sick leave account at the beginning of such administrator's employment contract each year, and all allotted days are available for use at any time during such contract year. Accumulated sick leave days are not paid at retirement.

B. Verified sick leave days, not to exceed fifty percent (50%) of the days contracted with the Elkhart Community Schools, may be transferred from another school corporation to the Elkhart Community Schools. This shall be retroactively effective from July 1, 1985.

C. If in any one (1) contract year the administrator is absent less than the allotted number of sick leave days, the unused days shall be accumulative to an amount equal to the number of days contracted in the current year, exclusive of days awarded under the current contract.

D. Sick Leave Bank

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

days from the sick leave bank, provided the following conditions and procedures shall apply:

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

Family Illness Leave

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

Bereavement

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

Health Leave

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

Upon return, the recipient shall be reimbursed for the Board's contribution for insurance premiums for the period of the leave as part of his/her first check.

Maternity Leave

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

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

Political Leave

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

Professional Leaves

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

Jury and Witness Duty

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

Emergency Leave Day

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

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

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED NEW FAMILY CARE LEAVE
Code	po3432.01ACS
Status	
Last Reviewed	March 8, 2022

3432.01ACS - FAMILY CARE LEAVE

Family Care Leave is an unpaid leave available to employees of Elkhart Community Schools who are not eligible for any other leave under applicable board policy or under the terms of a collective bargaining agreement approved by the Board of School Trustees.

- A. Types of Leaves - Elkhart Community Schools will provide up to thirty (30) calendar days of unpaid Family Care Leave to eligible, qualified employees on a rolling twelve-month period for the following reasons:
1. New Child Leave – To care for the employee’s son or daughter immediately following the birth of such child or to care for a child placed with the employee for adoption or foster care.
 2. Family Leave – To care for the employee’s spouse, son, daughter or parent with a “serious health condition.”
- B. Eligible Employees - An employee is eligible for Family Care Leave only if they have completed probation and been employed by Elkhart Community Schools for at least ninety (90) calendar days (inclusive of the employee’s probationary period).
- C. Serious Health Condition - A “serious health condition” is defined as an injury, illness, or physical or mental condition requiring inpatient hospital care or ongoing treatment by a physician.
- D. Manner in Which Leave May Be Taken
1. New Child Leave must be taken immediately following the birth of an employee’s son or daughter or the placement of a child with the employee for adoption or foster care. New Child Leave must be taken continuously.
 2. Family Care Leave must be taken continuously.
- E. Requests for Leave

If an employee would like an absence to be considered Family Care Leave under this policy, they must provide Elkhart Community Schools with sufficient documentation from the treating physician to support a determination that the leave meets the qualifications for Family Care Leave. Family Care Leave request forms are available in Human Resources.

Requests for Family Care Leave must be submitted at least thirty (30) calendar days prior to the first date of the requested leave, when possible. If the need for Family Care Leave is not foreseeable thirty (30) calendar days in advance, then the request must be submitted as soon as the need becomes foreseeable. An employee who is unable to provide advance notice and believes their absence would qualify for Family Care Leave must notify Human Resources of his or her intent to request such a leave within two (2) workdays of becoming aware of the need for leave.

In the event both spouses are employed by Elkhart Community Schools, they would share the thirty (30) calendar day leave entitlement.

If the employee does not provide a request for leave in accordance with the above provisions, the absence will not be considered Family Care Leave.

F. Medical Certification

1. Certification Form – If an employee requests a Family Care Leave, the leave must be supported by medical documentation from the treating physician. The employee is responsible for securing the required medical documentation from the treating physician and returning it to Human Resources along with an application for Family Care Leave (or if the leave is not foreseeable, within the time frame set by Elkhart Community Schools).
2. Verification of Certification – When Elkhart Community Schools has reason to doubt the validity of medical documentation provided by the employee, Elkhart Community Schools may require a second or third medical opinion. Additionally, Elkhart Community Schools may require further medical documentation from the employee on a reasonable basis.

G. Exhaustion of Paid Time Off as Part of Leave - Employees must have exhausted all available paid benefits prior to the commencement of a Family Care Leave.

H. Pay During Leave - All Family Care Leaves are unpaid.

I. Health Insurance Benefits While on Leave - Employees on an unpaid Family Care Leave, who are participating in the district's health insurance plan, are responsible for the payment of the full cost of insurance premiums while on leave.

J. Keeping Elkhart Community Schools Informed - An employee must keep Elkhart Community Schools informed of his/her leave of absence status while on leave, including his/her intent to return to Elkhart Community Schools at the end of the leave. Failure to keep Elkhart Community Schools advised may be cause for termination of employment.

K. Reinstatement - Employees returning from a Family Care Leave must contact Human Resources at least one (1) week in advance of the projected return date. If the requested family care leave is for the employee's own health condition, the employee must provide documentation from his/her medical provider releasing the employee to return to work to the Human Resources. Documentation must be provided prior to the employee's return to work.

When an employee returns from Family Care Leave, Elkhart Community Schools will restore the employee to the position he or she held when the leave commenced or to an equivalent position with equivalent benefits.

**RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES OF THE
ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA,
CONFIRMING LEASE AND TAKING OTHER ACTIONS**

**(2022 MONGER ELEMENTARY SCHOOL RENOVATION PROJECT
AND
2022 MARY DALY ELEMENTARY SCHOOL RENOVATION PROJECT)**

WHEREAS, on January 25, 2022, the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana (the “Board”), adopted a resolution giving consideration to (a) the 2022 Monger Elementary School Renovation Project, as defined and described in the resolutions adopted by the Board on January 25, 2022, and (b) the 2022 Mary Daly Elementary School Renovation Project, as defined and described in the resolutions adopted by the Board on January 25, 2022; and

WHEREAS, the Board has previously examined and approved a form of lease and related addenda (collectively, the “Lease”) by and between the Elkhart Community School Building Corporation (the “Building Corporation”), as lessor, and the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), as lessee, for the lease of all or any portion of any of the existing Monger Elementary School, its related outdoor facilities and improvements and the real property upon which all such improvements are, or will be located (collectively, the “Premises”); and

WHEREAS, pursuant to Indiana Code §20-26-7-37, as amended, a public hearing must be held if the Board proposes to construct, repair or alter a school building at a cost of more than One Million Dollars (\$1,000,000) that would be financed by a lease agreement, issuing bonds, or any other available method; and

WHEREAS, pursuant to Indiana Code §20-47-3-9, as amended, prior to the execution of a lease between a lessor corporation and a school corporation, a public hearing must be held giving all interested persons the right to be heard upon the necessity for the execution of such lease and whether the rental provided for therein be paid to the lessor corporation is a fair and reasonable rental for the proposed building; and

WHEREAS, notice of a public hearing (1) to explain the potential value of each of the 2022 Monger Elementary School Renovation Project and the 2022 Mary Daly Elementary School Renovation Project (collectively, the “2022 School Corporation Projects”) to the School Corporation and the community, and (2) upon the form of the proposed Lease, was given by publication as required by law; and

WHEREAS, on the date hereof, a public hearing was conducted in accordance with Indiana Code §§20-26-7-37 and 20-47-3-9, each as amended, (1) to explain the potential value of each of the 2022 School Corporation Projects to the School Corporation and the community, and (2) regarding whether the execution of the Lease is necessary and whether the rentals in the Lease are fair and reasonable for the Premises; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning each of the 2022 School Corporation Projects and the Lease; and

WHEREAS, the Board has considered the testimony and other evidence presented at the public hearing; and

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens for the purpose of financing all or any portion of the 2022 Monger Elementary School Renovation Project to secure the acquisition of all or any portion of the Premises by the Building Corporation, and enter into the Lease with the Building Corporation, as lessor, for all or any portion of the Premises, in order to better serve the residents of the School Corporation, by allowing the Building Corporation to issue first mortgage bonds in one or more series, in an original aggregate principal amount not to exceed Five Million Eight Hundred Fifteen Thousand Dollars (\$5,815,000), to be designated as the Elkhart Community School Building Corporation First Mortgage Bonds, Series 2022A, to fund all or a portion of the costs of the 2022 Monger Elementary School Renovation Project (the “2022 Monger Elementary School Renovation Bonds”) with all of the 2022 Monger Elementary School Renovation Bonds to be sold pursuant to a public sale; and

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens for the purpose of financing all or any portion of the 2022 Mary Daly Elementary School Renovation Project to secure the acquisition of all or any portion of the Premises by the Building Corporation, and enter into the Lease with the Building Corporation, as lessor, for all or any portion of the Premises, in order to better serve the residents of the School Corporation, by allowing the Building Corporation to issue first mortgage bonds in one or more series, in an original aggregate principal amount not to exceed Five Million Eight Hundred Fifteen Thousand Dollars (\$5,815,000), to be designated as the Elkhart Community School Building Corporation First Mortgage Bonds, Series 2022B, to fund all or a portion of the costs of the 2022 Mary Daly Elementary School Renovation Project (the “2022 Mary Daly Elementary School Renovation Bonds”) with all of the 2022 Mary Daly Elementary School Renovation Bonds to be sold pursuant to a public sale.

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

Section 1. Providing for each of the 2022 School Corporation Projects is in the public interest, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all the agencies of the federal, state and local governments.

Section 2. The drawings, plans and specifications and estimates for all of the cost of each of the 2022 School Corporation Projects, including, but not limited to, all costs of acquisition and construction associated with each of the 2022 School Corporation Projects, provide for necessary facilities for the School Corporation and the same are hereby approved.

Section 3. The proposed Lease, as described in the notice of public hearing, be, and hereby is, confirmed in accordance with Indiana Code §20-47-3-10(b), as amended, and provides for a fair and reasonable rental of all or a portion of the Premises with a term not to exceed twenty-two (22) years commencing on the date the Lease with respect to such Premises is

recorded by the School Corporation and the Building Corporation, with (a) an annual lease rental not to exceed Two Million Dollars (\$2,000,000) with respect to the 2022 Monger Elementary School Renovation Project Bonds during this period of time, and (b) an annual lease rental not to exceed Two Million Dollars (\$2,000,000) with respect to the 2022 Mary Daly Elementary School Renovation Project Bonds, each such annual lease rental payable in semi-annual installments, and further, the execution of the Lease is necessary and wise. If the maximum principal amount of the 2022 Monger Elementary School Renovation Bonds and the 2022 Mary Daly Elementary School Renovation Bonds is issued, then the annual debt service fund tax rate is not anticipated to increase over the current debt service fund tax rate due to the decline in the debt service of the current outstanding obligations paid from the School Corporation's debt service fund. The estimated completion date of the 2022 School Corporation Projects is estimated to be no later than December, 2023.

Section 4. The President of the Board is authorized and directed to initial and date a copy of the proposed Lease and to place the same in the record book immediately following the minutes of this meeting, and further, the Lease is hereby made a part of this Resolution as fully as if the same were set forth herein.

Section 5. Any officer of the Board is authorized and directed to execute the Lease, in the name and on behalf of the School Corporation, and the Secretary of the Board, or any other officer of the Board, is hereby authorized and directed to attest such execution of the Lease.

Section 6. The Secretary of the Board, or any other officer of the School Corporation, be, and hereby is, authorized and directed, on behalf of the School Corporation to publish notice of the execution of the Lease in accordance with Indiana Code §20-47-3-11(a), as amended.

Section 7. An annual tax levy shall be authorized in each year during the term of the Lease to provide the necessary funds with which to pay the annual lease rentals under the Lease.

Section 8. The issuance, sale and delivery by the Building Corporation of the 2022 Monger Elementary School Renovation Bonds, pursuant to the applicable laws of the State of Indiana, each with a maximum term not to exceed twenty (20) years, and in an original aggregate principal amount not to exceed \$5,815,000 is hereby approved. The issuance, sale and delivery by the Building Corporation of the 2022 Mary Daly Elementary School Renovation Bonds, pursuant to the applicable laws of the State of Indiana, each with a maximum term not to exceed twenty (20) years, and in an original aggregate principal amount not to exceed \$5,815,000 is hereby approved. The term and rate or rates for each series of the 2022 Monger Elementary School Renovation Bonds and the 2022 Mary Daly Elementary School Renovation Bonds (collectively, the "2022 Bonds") will be determined by a public sale.

Section 9. Upon the repayment or prepayment by the School Corporation of all of the outstanding principal amount of all of the 2022 Bonds, the School Corporation, as lessee, will accept from the Building Corporation title to the Premises, including any addition thereto, free and clear of any and all liens and encumbrances thereon except as otherwise permitted by the Lease.

Section 10. The Building Corporation may issue, sell and deliver each series of the 2022 Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of each series of the 2022 Bonds and all or any portion of either or both of the 2022 School Corporation Projects.

Section 11. Any member of the Board, the Superintendent of the School Corporation (the “Superintendent”), the Chief Financial Officer of the School Corporation (the “Chief Financial Officer”) or the District Counsel/Chief of Staff of the School Corporation (the “District Counsel/Chief of Staff”) be, and hereby is, authorized and directed to take any action and execute any documents, agreements and certificates as such member or officer deems necessary and desirable to effectuate the foregoing resolutions, and any such actions, documents, agreements and certificates heretofore taken or executed, including, but not limited to, publication of the notices of the public hearing on the Lease, be, and hereby are, ratified and approved. In addition, each of the Superintendent, the District Counsel/Chief of Staff and the Chief Financial Officer, each as an Authorized Officer or Representative of the Building Corporation, may approve change orders prior to seeking formal approval of such change orders from the Board; provided, however, such change orders shall be subsequently presented to the Board for its approval.

Section 12. A Continuing Disclosure Contract, dated as of the date each series of the 2022 Bonds are issued (the “Undertaking”), executed by the School Corporation, substantially in the form to be approved by the President of the Board, be, and hereby is, ratified and approved.

If necessary, the President or any other officer of the Board, be, and hereby is, authorized and directed to execute and deliver the Undertaking, with such changes to the form thereof as such officer deems necessary or advisable, in the name and on behalf of the School Corporation, and the Secretary or any other officer of the Board be, and hereby is, authorized and directed to attest such execution, and any such execution and delivery and any such attestation heretofore effected be, and hereby is, ratified and approved.

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

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

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

**APPROPRIATIONS RESOLUTION OF THE
BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOL
CORPORATION, ELKHART COUNTY, INDIANA**

**(2022 MONGER ELEMENTARY SCHOOL RENOVATION PROJECT
AND
2022 MARY DALY ELEMENTARY SCHOOL RENOVATION PROJECT)**

WHEREAS, the Elkhart Community School Corporation, Elkhart County, Indiana (the “School Corporation”), exists and operates under the provisions of Indiana Code 20-26-1, as amended from time to time (the “Act”); and

WHEREAS, the School Corporation, as lessee, has been authorized to enter into a lease (the “Lease”), with the Elkhart Community School Building Corporation (the “Building Corporation”), as lessor, in order to allow (1) the Building Corporation to issue (a) first mortgage bonds in an original aggregate principal amount not to exceed Five Million Eight Hundred Fifteen Thousand Dollars (\$5,815,000) (the “2022 Monger Elementary School Renovation Bonds”) to fund all or any portion of the acquisition by the Building Corporation of all or a portion of the premises subject to the Lease in an amount not to exceed \$5,815,000, and (b) first mortgage bonds in an original aggregate principal amount not to exceed Five Million Eight Hundred Fifteen Thousand Dollars (\$5,815,000) (the “2022 Mary Daly Elementary School Renovation Bonds”) to fund all or any portion of the acquisition by the Building Corporation of all or a portion of the premises subject to the Lease in an amount not to exceed \$5,815,000, and (2) the use by the School Corporation of (a) the proceeds of the 2022 Monger Elementary School Renovation Bonds it receives to pay for all or any portion of the 2022 Monger Elementary School Renovation Project, as defined in the resolution adopted by the Board of School Trustees of the School Corporation (the “Board”) on January 25, 2022, and (b) the proceeds of the 2022 Mary Daly Elementary School Renovation Bonds it receives to pay for all or any portion of the 2022 Mary Daly Elementary School Renovation Project, as defined in the resolution adopted by the Board on January 25, 2022,; and

WHEREAS, the School Corporation intends to use (a) all of the proceeds of the 2022 Monger Elementary School Renovation Bonds to pay for the costs of the 2022 Monger Elementary School Renovation Project and costs related thereto, including, but not limited to, the costs of issuing the 2022 Monger Elementary School Renovation Bonds, and (b) all of the proceeds of the 2022 Mary Daly Elementary School Renovation Bonds to pay for the costs of the 2022 Mary Daly Elementary School Renovation Project and costs related thereto, including, but not limited to, the costs of issuing the 2022 Mary Daly Elementary School Renovation Bonds; and

WHEREAS, the costs of (a) the 2022 Monger Elementary School Renovation Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2022 Monger Elementary School Renovation Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2022 Monger Elementary School Renovation Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired for the 2022 Monger Elementary School Renovation Project, and (b) the 2022 Mary Daly Elementary School Renovation Project include, without limitation, all expenses necessarily

incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2022 Mary Daly Elementary School Renovation Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2022 Mary Daly Elementary School Renovation Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired for the 2022 Mary Daly Elementary School Renovation Project; and

WHEREAS, the Board has found that (a) there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of all or any portion of the 2022 Monger Elementary School Renovation Project and heretofore authorized the Building Corporation to issue the 2022 Monger Elementary School Renovation Bonds, and (b) there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of all or any portion of the 2022 Mary Daly Elementary School Renovation Project and heretofore authorized the Building Corporation to issue the 2022 Mary Daly Elementary School Renovation Bonds; and

WHEREAS, (a) all or a portion of the proceeds of the 2022 Monger Elementary School Renovation Bonds will be paid to the School Corporation by the Building Corporation as the portion of the purchase price of the premises subject to the Lease, and (b) all or a portion of the proceeds of the 2022 Mary Daly Elementary School Renovation Bonds will be paid to the School Corporation by the Building Corporation as the portion of the purchase price of the premises subject to the Lease; and

WHEREAS, notice of a hearing on said appropriations has been duly given by publication as required by law, and the hearing on said appropriations has been held, at which all taxpayers had an opportunity to appear and express their views as to such appropriations.

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

Section 1. There is hereby appropriated a sum not to exceed Five Million Eight Hundred Fifteen Thousand Dollars (\$5,815,000) out of the proceeds of the 2022 Monger Elementary School Renovation Bonds, together with all investment earnings thereon. The School Corporation shall use such funds for the purpose of paying for all or a portion of the costs of the 2022 Monger Elementary School Renovation Project and costs related thereto, including, but not limited to, the costs of issuing the 2022 Monger Elementary School Renovation Bonds.

Section 2. There is hereby appropriated a sum not to exceed Five Million Eight Hundred Fifteen Thousand Dollars (\$5,815,000) out of the proceeds of the 2022 Mary Daly Elementary School Renovation Bonds, together with all investment earnings thereon. The School Corporation shall use such funds for the purpose of paying for all or a portion of the costs of the 2022 Mary Daly Elementary School Renovation Project and costs related thereto, including, but not limited to, the costs of issuing the 2022 Mary Daly Elementary School Renovation Bonds.

Section 3. Such appropriations shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the 2022 Monger Elementary School Renovation Project and the 2022 Mary Daly Elementary School Renovation Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

Section 4. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the fiscal officer of the School Corporation, who shall report the appropriations to the State of Indiana Department of Local Government Finance.

Section 5. The President, Vice President, any other officer or member of the Board, the Superintendent of the School Corporation, the District Counsel/Chief of Staff of the School Corporation or the Chief Financial Officer of the School Corporation are hereby authorized to take any and all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof and any and all actions previously taken, or documents previously executed, in connection with the transactions contemplated by this resolution, including but not limited to, publication of the notice of the public hearing held in connection with this appropriation, be, and hereby are, ratified and approved.

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

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

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ATTEST:

Secretary of the Board of School Trustees