

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

October 25, 2022

CALENDAR

Oct	25	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Oct	25	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Nov	8	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Nov	8	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Nov	8	Immediately following	Executive Session, 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 – October 11, 2022 – Regular Board Meeting
Claims
Fundraisers
Gift Acceptance
Conference Leaves
Overnight Trips
Grants
Personnel Report

F. INSTRUCTIONAL REPORT

G. OLD BUSINESS

2023 Board Meeting Schedule – The Administration presents the revised proposed Board Meeting schedule for 2023, as initially presented at the October 11th regular meeting.

H. NEW BUSINESS

Tentative Agreement - Consideration of a tentative agreement with the Elkhart Teachers Association (ETA) for a new collective bargaining agreement.

Board Policy 3422.12S – Employees in Miscellaneous Positions Compensation Plan – The administration presents proposed revisions to 3422.12S – Employees in Miscellaneous Positions Compensation Plan and asks to waive second reading.

2023 Budget Adoption – The Business Office recommends Board approval of the proposed 2023 Budget, 2023 Capital Projects Fund Plan, and 2023 School Bus Replacement Plan, and other required budget resolutions.

Financial Report – September 2022

Insurance Update

I. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

J. ADJOURNMENT

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

October 11, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart
- at 7:08 p.m.

Place/Time

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

Brian Buckley, EHS athletic director, presented the Moment of Pride. Mr. Buckley thanked the superintendent and Board for allowing him the opportunity to recognize Jacquie Rost, EHS volleyball coach, for earning her 700th victory. Mrs. Rost has been the Elkhart Memorial/Elkhart High School head coach for the past 27 years, currently holds a record of 703 and 265, and has averaged 27 wins per season over the course of her career. She has recruited, trained, and surrounded herself with assistant coaches who share her vision building a sustainable volleyball program for EHS. This milestone of 700 victories ranks her among some of the State's most elite, which was not achieved without a tremendous amount of time, determination, and full dedication. A big thank you and congratulations to Coach Rost and good luck in the upcoming sectional against Warsaw.

Moment of Pride

Mindy Higginson, director of elementary education, shared the good news that Elkhart Community Schools was awarded a total of \$631,000 for the Attract, Prepare, Retain Grant: Expanding and Diversifying Indiana's Educator Pipeline. The four (4) primary areas of focus for Elkhart will be expanding the mentor/mentee program; partnering with local universities to create a bridge into teaching program; expanding opportunities to support teachers to alleviate stress and burnout; and creating more opportunities for high school students to explore a career in education through EHS and the Elkhart Area Career Center (EACC). In the next few weeks, Dr. Higginson will begin bringing community

partners/stakeholders together to explore all the possibilities ahead and looks forward to sharing updates with the Board in the future as they progress.

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

Minutes – September 27, 2022 – Public Work Session
Minutes – September 27, 2022 – Regular Board Meeting

Payment of claims totaling \$8,440,817.31 as shown on the October 11, 2022, claims listing. (Codified File 2223-38)

Proposed school fundraisers in accordance with Board policy. (Codified File 2223-39)

The following donations were made to Elkhart Community Schools (ECS): School supplies and a cash donation under \$100 from Lippert Components, plants 58 and 83, for the students at Mary Daly Elementary School; \$500 from NIVA to Mary Daly Elementary School to be used for school facilities for volleyball practices and competitions; \$1,000 from NIVA to Eastwood Elementary School to be used to benefit students at Eastwood and/or Eastwood’s volleyball program; \$900 from Whiteford Kenworth, care of Dave Brackeen, to be used for student related activities in the Diesel Technology program; and \$750 from NIVA to Osolo Elementary School to be used for extra-curricular activities for Osolo students.

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the October 11, 2022 listings. (Codified File 2223-40)

Confirmed the following overnight trip request: Elkhart High School (EHS) and Elkhart Area Career Center (EACC) to travel to Indianapolis, Indiana on October 25 – 29, 2022 for the FFA National Convention; EHS Girls Swimming to travel to Indianapolis, Indiana on February 10 – 11, 2023 for the State tournament; EHS Boys and Girls Wrestling to travel to Indianapolis, Indiana on February 17 – 18, 2023 for the State tournament; EHS Boys Swimming to travel to Indianapolis, Indiana on February 24 – 25, 2023 for the State tournament; and EHS Winter Percussion Ensemble to travel to Indianapolis, Indiana on March 4 – 5, 2023 for the Winter Guard International (WGI) Indianapolis Regional competition.

Submission of the following grants: Digital Learning Coach Mini Grant hosted by Indiana Department of Education (IDOE) from Brian Bennett, coordinator of professional learning, in the amount of \$5,000 to help pay for graduate coursework for his

Consent Items

Minutes

Payment of Claims

Fundraisers

Gift Acceptance

Conference Leaves

Overnight Trip Requests

Grants

Master's Degree; and Data Action Mini Grant hosted by The Source from Allison Smith, social worker, on behalf of Bristol Elementary School in the amount of \$1,300 to fund the purchase of trauma-informed first aid kits. (Codified File 2223-41)

EACC Sponsorship Agreements: (Codified File 2223-42)

Administrative appointment of the following certified employee:
Helenia Robinson – principal at Roosevelt, 10/3/2022

Agreement regarding employee compensation (Codified File 2223-43)

Employment of the following three (3) certified employees:
Farrah Burkhart – FACS at EHS, 10/17/22
Kristin Judson – ENL at Cleveland, 10/17/22
Benjamin Kain – Alternative Education at Pierre Moran, 9/27/22

Resignation of the following three (3) certified staff members on dates indicated:
James McClain – math at EHS, 9/23/22
Jason Rivich – career readiness at Pierre Moran, 9/27/22
Kasey Witt – special education at Beardsley, 12/22/22

Employment of the following thirty-five (35) classified employees:
Rochelle Alberding – food service at Feeser, 10/6/22
Elizabeth Avery – paraprofessional at Monger, 10/6/22
Ashley Bishop – registered behavior technician at Riverview, 10/3/22
Kathy Bressler – paraprofessional at Eastwood, 10/6/22
Wisdom Chigwada – technical assistant at Feeser, 10/5/22
Alexus Geers – paraprofessional at Freshman Division, 10/6/22
Katherine Gregg – food service at EHS, 10/3/22
Myriah Harris – bus helper at Transportation, 10/6/22
Turquoise Holloway – food service at Pinewood, 10/3/22
Ada Johnson – food service at North Side, 10/11/22
Latosha Jones – custodian at EHS, 10/4/22
Shirley Kelley – food service at Osolo, 10/6/22
Brian Kral – food service at Roosevelt, 10/5/22

EACC Sponsorship Agreements

Personnel Report

Certified Administrative Appointment

Certified Agreements

Certified Employment

Certified Resignations

Classified Employment

Bredi Lane – paraprofessional at Pinewood, 10/6/22
 Emily Lewandowski – social worker at Monger, 10/3/22
 Hannah Litka – paraprofessional at EHS, 10/6/22
 Erick Martinez – communications at ESC, 9/28/22
 Kendell Maurer – food service at EHS, 10/3/22
 Jena Merrill – paraprofessional at Eastwood, 10/6/22
 Hilda Norah – food service at Roosevelt, 10/6/22
 Rachel Orpurt – food service at EHS, 10/3/22
 Melissa Peck – paraprofessional at PACE, 10/6/22
 Melody Riley – food service at Feeser, 10/6/22
 Erin Rockhill – registered behavior technician at EHS,
 10/3/22
 Sarah Sacco – paraprofessional at Riverview, 10/6/22
 Jessica Scholfield – paraprofessional at Feeser, 10/6/22
 Jackie Smith – food service at Feeser, 10/6/22
 Gayle Sotelo-Martin - unassigned driver at
 Transportation, 10/6/22
 Rita Stefanski – food service at Pinewood, 9/29/22
 Christina Stewart – technical assistant at Pinewood,
 10/3/22
 Charlena Thompson – unassigned driver at
 Transportation, 10/6/22
 Nathaniel Vrielynck – unassigned driver at
 Transportation, 10/6/22
 Danielle Weaver – social worker at Pierre Moran, 10/3/22
 Anne Wiley – food service at Freshman Division, 10/3/22
 Carolyn Wheeler – food service at Daly, 10/6/22

Resignation of the following eight (8) classified employees, effective on the dates indicated:

Betty Beadin – food service at Beck, 9/23/22
 Karen Cross – secretary at Pierre Moran, 10/31/22
 Sandra Geers – custodian at Eastwood, 10/21/22
 Lois Mason – secretary at ESC, 10/5/22
 Ashley McIntyre – social worker at Eastwood, 10/4/22
 Mytchell Sellers – paraprofessional at Elkhart Academy,
 5/27/22
 Tina Sigrist – custodian at Pierre Moran, 9/30/22
 Tiffany West – paraprofessional at EHS, 5/27/22

Superintendent Steve Thalheimer reported that Janel Keating met with the district leadership team to discuss district PLCs and what she did with her district to move student achievement. She primarily focused on finding the right balance of assessments given, essential standards work, and use of common formative assessments and unit development to help bring the team to the next step of working with the district guiding coalition.

Classified Resignations

Instructional Report

Dr. Thalheimer provided an update and additional details about the Full-Service Community Grant that Elkhart Community Schools applied for through the United States Department of Education. A full-service community grant helps schools serve as centers of the community, connecting students and families to resources to help them thrive. This includes expanded learning and enrichment opportunities for both students and parents, and promotes family and community engagement in education, which in turn helps students achieve academic success. ECS partnered with Concord Community Schools (CCS) and submitted an application for the Elkhart Community Opportunities for Learning Engagement (ECOLE) Grant which focuses on Title I schools including six (6) ECS schools (Beck, Daly, Monger, Beardsley, Roosevelt, and Pierre Moran) and two CCS schools (South Side and West Side). There will be an overall project coordinator for the grant as well as eight (8) site coordinators. This team will work with community partners to provide high quality in and out of school programs and strategies; family and community engagement and supports; high quality early childhood programs; health, nutrition and mental health supports; and supports for transitions between grade levels.

Update on Full-Service Community Schools Grant

In response to Board inquiry, Dr. Thalheimer explained these employees are hired with the understanding their employment is only throughout the life of the grant. At the end of the grant, the district will evaluate the effectiveness of the program and determine how to move forward. The program coordinator will oversee the site coordinators who will be implementing the programs at each site location. The ultimate goal is to have a significant increase in student academic success.

By unanimous action, the Board approved the recommendation to appoint Kathy Greene to a four-year term through June 2026, to the Bristol Public Library Board. (Codified File 2223-44)

Bristol Public Library Board Re-Appointment

Dr. Thalheimer presented the proposed 2023 Board Meeting schedule for initial review.

2023 Board Meeting Schedule

Dr. Brad Sheppard, assistant superintendent of instruction, presented proposed new course offerings for the 2023-2024 school year: Accounting Capstone; Management Fundamentals; and New Venture Development. In response to Board inquiry, Dr. Sheppard explained the district is seeking approval of these new courses ahead of time as it takes time to get materials, establish course schedules, develop curriculum, etc. In response to Board inquiry, the course descriptions may seem very "legal" heavy but the curriculum is geared towards the awareness phase in high school, not college level. (Codified File 2223-45)

New Course Offerings

A public hearing on the 2023 Budget, 2023 Capital Projects Plan and 2023 School Bus Replacement Plan was opened. Kevin Scott, chief financial officer, reviewed the budget and plans, outlining the changes

Public Hearing

that have taken place in 2022 as discussed during the September 27, 2022 Public Work Session. With no further comments from the audience, the hearing was closed.

By unanimous action, the Board adopted the School Operations Fund Levy Appeal Resolution, requesting to increase the operations fund maximum levy under IC 20-46-8-3 due to one or both of the following grounds: transportation cost increases of at least ten percent (10%) over the preceding year and an adopted or amended bus replacement plan pursuant to IC 20-40-18-9. (Codified File 2223-46)

2023 Budget
Levy Appeal
Resolution

Two (2) audience members expressed support for social workers becoming certified employees.

From the
Audience

Two (2) audience members spoke about bully prevention and mental health.

An audience member spoke about the Full Service Community Grant and questioned how it will be tracked.

Maggie Lozano, director of human resources, provided teacher turnover statistics as requested during a previous Board meeting. Ms. Lozano reported the number of certified/classified staff who left in 2020-2021 was 202/249 respectively and in 2021-2022 was 145/189 respectively. In 2021-2022, numbers as a whole dropped which seems to stem from the pandemic.

From the
Administration

In the fall of 2019, all employees who resigned or retired were sent an exit survey which included questions about job class, factors contributing to their leaving, things they liked about ECS, what was most challenging, and what the district could have done to keep them. The last question offers a chance for an exit interview. In 2020-2021, there were a lot of employees who retired if they were able; again, this number seems to be pandemic driven. The takeaway from the survey information was most employees left due to a greater opportunity in another district, salary, and/or cost of health insurance. This information has been reviewed and informed the collective bargaining process.

Board member expressed support for social workers.

From the Board

Board member asked the administration how the closure of the Johnson Street bridge was impacting walkers.

Board member informed the public about the Ryan's Story Presentation on Thursday, October 13, 2022 at 7:00 p.m. at Elkhart High School.

Board member expressed that he does not support the Full-Service Community Grant.

Board member inquired about the cost and legal process of moving social workers from classified to certified employees.

Board member congratulated Helenia Robinson on her appointment as principal at Roosevelt.

The meeting adjourned at approximately 8:37 p.m.

Adjournment

APPROVED:

Signatures

Dacey S. Davis, President

Troy E. Scott, Vice President

Douglas K. Weaver, Secretary

Babette S. Boling, Member

Roscoe L. Enfield, Jr., Member

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member

School	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Elkhart High - Tennis Teams	There will be an online store for the sale of tennis shirts. Funds will help pay for uniforms and equipment.	10/26/2022-10/30/2022	10/18/2022	Austin Ward
Elkhart High - Arts & Communication SOS	The school plans to host an arts and crafts show open to student and community members. Funds will be used for incentives and rewards in the school of Arts & Communication.	10/26/2022 - 12/3/2022	10/5/2022	Amy Stine and Kelly Berheide
Air Force Junior ROTC	AFJROTC will host a web based fundraiser that will help the program with uniforms and equipment.	10/12/2022 - 11/12/2022	10/6/2022	Major. J.G. Dorman
	Please note the following fundraisers are presented for confirmation only.			



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: BRANDON EAKINS BE

DATE: OCTOBER 6, 2022

RE: DONATION APPROVAL - EACC

The Don Wood Foundation has donated \$2,500.00 to be used toward student scholarships. These scholarships will help our students with classroom lab fees, uniforms, field trips, etc.

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:

Don Wood Foundation
Attn: Laura Macknick, Executive Director
P.O. Box 25537
Fort Wayne, IN 46825



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: BRANDON EAKINS BE

DATE: OCTOBER 5, 2022

RE: DONATION APPROVAL - EACC

Kem Krest has donated oil, lubricants, and other miscellaneous automotive supplies with an owner estimated value of \$6,435.00. (please see attached for a breakdown of items) These items will be used in our Automotive Technology and Diesel Technology 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

AC delco antifreeze concentrated	10 gal	\$100
Hyundai fuel injector cleaner 20 oz	8	\$80
Nissan Synthetic gear oil 75W 140	9 quarts	\$90
Mopar 50/50 antifreeze	5 gal	\$50
Iron gard spray battery cleaner 12 oz cans	333	\$1,000
Nissan brake cleaner 14 oz cans	7	\$20
Shell Rotella Synthetic 5w40	3 gal	\$90
Starting fluid 11 oz cans	180	\$600
Mopar Max pro Diesel engine oil 15w40 (1.3 gal)	3	\$90
Synthetic gear oil 75w-140	4 quarts	\$40
AC DELCO DEF 2 ½ gal	12	\$30
AC DELCO DEF 1 gal	4	\$10
Mopar DEF 2 ½ gal	3	\$30
Mopar DEF 1 gal	9	\$10
Iron Guard CASE Red Enamel	2 gal	\$60
Nissan CVT Fluid	110 qrts	\$400
Mopar antifreeze Concentrate	9 gal	\$100
Shel Rotella 5w40 synthetic	18 qrt.	\$100
Motorcraft specialty orange engine coolant revitalize	4 qrt	\$20
Hyudai fuel cell coolant -40 c (2 ltr)	29 qrt	\$150
Differential oil hypoid super semi-synthetic 75w90	6qrt	\$60
Mopar 5w40 engine oil	9 qrt	\$50
AC Delco gear oil 75w140	20 qrt	\$200
Mopar transfer case lubricant	8 qrts	\$40
Tire and wheel cleaner 24 oz	3	\$15
Penzoil synthetic 0w20	12 qrt	\$60
John Deere green paint 12 oz cans	64	\$300
Mopar egr system cleaner	11 qrt	\$50
Mopart atf	16 qrt	\$80
Mopar fuel injector cleaner 12 oz	6	\$30
Mopar electric steering pump fluid 16 oz	8	\$40
Random spray paint 12 oz	67	\$70
Nizzan dot 4 brake fluid	12 qrt	\$60
Nissan ATF	17 qrt	\$80
AC Delco 5w30	2 qrts	\$10
AC Delco ATF	12 qrt	\$60
Mopar ATF	6 qrt	\$30
Mopar 0w30 engine oil	2 qrt	\$10
AC Delco CVT fluid	12 qrt	\$60
Iron Guard Rust Penetrant 12 oz	11	\$30
High performance black Enamel	1 gal	\$30

Total \$4,435

Donated items to Diesel Service Technology:

Approximate value - \$2,000.00

- 172 cases Hi Temp grease
- 100 cases electrical contact cleaner
- 16 cases gasoline additive
- 1 case weather strip adhesive
- 4 cases extended life antifreeze
- 22 gallon diesel exhaust fluid



ELKHART HIGH SCHOOL EAST

ONE BLAZER BOULEVARD • ELKHART, IN 46516

PHONE: 574-295-4700



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: 10/14/2022

TO: Dr. Steve Thalheimer
Board of School Trustees

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

RE: Donation Approval

A donation in the amount of \$700.00 has been given to the Elkhart High School Athletic Department from Competitive Edge Sports and Spine LLC. These funds will be used to assist with growth 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:

Competitive Edge Sports and Spine LLC
11590 McKinley Hwy, Suite D
Osceola, IN 46561



ELKHART HIGH SCHOOL EAST

ONE BLAZER BOULEVARD • ELKHART, IN 46516

PHONE: 574-295-4700



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: 10/14/2022

TO: Dr. Steve Thalheimer
Board of School Trustees

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

RE: Donation Approval

A donation in the amount of \$250.00 has been given to the Elkhart High School Girls Basketball team from John and Judy Miller. These funds will be used to assist with growth of our girls basketball 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:

Mr. & Mrs John Miller
4001 Timber Cove
Elkhart, IN 46514



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

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

From: Greg Stover 

Date: 10/10/2022

Subject: Gift Acceptance

A donation in the amount of \$750 has been given to the Elkhart High School ElkLogics robotics team. This donation will be used for team expenses related to robot construction and attending competition.

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:

Ms. Lori Pallo
Shield Restraint Systems
3802 Gallatin Way
Elkhart, IN 46514

MARIANA CORTEZ - PIERRE MORAN (0-0)	Title III, 2021-23	N/A
KARINA FLORES - WOODLAND (0-0)	Title III, 2021-23	N/A
IZAMAR GARCIA - PIERRE MORAN (0-0)	Title III, 2021-23	N/A
RHIANNON HARRISON - ESC (0-0)	Title III, 2021-23	N/A
ELENA HUYS - FEESER (1-0)	Title III, 2021-23	N/A
MARY KWON - PINEWOOD (0-0)	Title III, 2021-23	N/A
STACEY SAILOR - PINEWOOD (0-0)	Title III, 2021-23	N/A
ALEJANDRINA TEIFERT - ROOSEVELT (0-0)	Title III, 2021-23	N/A
INDIANA LIBRARY FEDERATION (ILF) CONFERENCE	\$1,767.50	\$0.00
<p>This conference provides opportunities for collaboration on literacy engagement for school, public and academic librarians across the state of Indiana. The goal is to increase the partnerships with our public and academic partners to keep students connected with resources and partner with universities to provide access to college libraries to promote college and career readiness for our students. In addition, we will have opportunities through this conference to work with our public libraries to make connections for summer reading and read aloud opportunities through Indiana Read Alouds Too Good To Miss, Young Hoosier Book Awards, and Eliot Rosewater Book Awards to decrease "summer slide" for students and increase access to and engagement with reading materials for all students.</p> <p>Indianapolis, IN November 14 - 16, 2022 (3 day's absence)</p> <p>LINDSEY WALTERS - ESC (2-1)</p> <p>TARA WHITE - ESC (2-3)</p>		
	Title II, Part A, FY22	N/A
	Title II, Part A, FY22	N/A
NATIONAL ASSOCIATION FOR THE GIFTED	\$9,536.00	\$855.00
<p>In attending this conference, I will be able to help share innovative and best-practices related to high ability and gifted/talented education. Much of my focus will be surrounding social-emotional supports, underserved populations, and Elementary school models. This information will be shared through my PLC with cluster teachers.</p> <p>Indianapolis, IN November 16 - 18, 2022 (2 or 3 day's absence)</p> <p>MELISSA CARR - ROOSEVELT (0-0)</p> <p>LISA ERNSBERGER - ESC (0-0)</p> <p>CAMBRIA NEELY - EASTWOOD (0-0)</p> <p>HEBA SAID - ROOSEVELT (0-0)</p> <p>KIMBERLY WILLIAMS - BEARDSLEY (0-0)</p>		
	ESSER III	ESSER III
	ESSER III	N/A
	ESSER III	ESSER III
	ESSER III	ESSER III
	ESSER III	ESSER III
INDIANA MUSIC EDUCATORS ASSOCIATION CONFERENCE	\$713.43	\$95.00
<p>IMEA is the top music educator conference in the state. During the conference we will be able to see choral and instrumental groups perform and participate in clinics about everything from classroom management to improving performances. There are also sessions related to rehearsal planning, instrument pedagogy and a variety of other clinics specific to the field of music education.</p> <p>Fort Wayne, IN January 13 - 14, 2023 (0 or 1 day's absence)</p> <p>DAVID ELLIOTT - EHS/A&C (0-0)</p> <p>JEANETTE SAGARSEE - RIVERVIEW (0-0)</p>		
	ESSER III	N/A
	ESSER III	ESSER III
2023 NASP ANNUAL CONFERENCE	\$4,485.00	\$0.00

<p>Attending the NASP Annual Conference will allow us to get updated training on best practices in trauma-informed interventions, academic interventions, and collaboration. Several topics align with district, building and specialist goals. Information will be shared with psychs, administrators and building staff.</p> <p>Denver, CO</p> <p>February 6 - 10, 2022 (5 day's absence)</p> <p>REBECCA KMITTA - ESC (0-0)</p> <p>CHRISTINA A. MORRIS - ESC (0-0)</p>	<p>Federal Medicaid</p> <p>Federal Medicaid</p>	<p>N/A</p> <p>N/A</p>
FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)	EXPENSES	SUBSTITUTE
<p>NATIONAL ALTERNATIVE EDUCATION ASSOCIATION</p> <p>This conference is targeted in 6 main topic areas specifically directed towards alternative educators. Social & Emotional Wellness and Trauma, COVID Learning Loss, Instructional Practices, Effective Partnerships (Internal & External Agencies), College & Career Readiness (Workforce Development), Issues in Equity (Social Justice/Restorative Practices).</p> <p>St. Louis, MO</p> <p>October 18 - 21, 2022 (2 day's absence)</p> <p>REBECCA MANNS - NSMS (1-3)</p>	<p>\$2,065.00</p> <p>Project AWARE II (FY21, Yr1)</p>	<p>\$0.00</p> <p>N/A</p>
<p>INDIANA VISION CONFERENCE</p> <p>I will be learning the importance of knowing each student's unique visual and learning needs, service delivery strategies (Teamwork & Prioritizing Goals), strategies for obtaining and preparing materials for instruction, and activity suggestions for teaching a wide range of students served on an itinerant caseload. I will also be facilitating a Roundtable discussion on ways to implement the ECC (Expanded Core Curriculum) within a student's day without compromising their instruction in core curriculum. The ECC is used to define concepts and skills that often require specialized instruction with students who are blind or visually impaired in order to compensate for decreased opportunities to learn incidentally by observing others.</p> <p>Plainfield, IN</p> <p>October 25 - 26, 2022 (2 day's absence)</p> <p>JULENE FITCH - FRESHMAN DIVISION (0-0)</p> <p>JENNIFER SHARP - FRESHMAN DIVISION (0-0)</p>	<p>\$822.48</p> <p>Education Fund</p> <p>Education Fund</p>	<p>\$0.00</p> <p>N/A</p> <p>N/A</p>
	\$29,791.89	\$1,520.00
2022 YEAR-TO-DATE EDUCATION FUNDS	\$22,516.62	\$2,755.00
2023 YEAR-TO-DATE EDUCATION FUNDS	\$5,198.43	\$95.00
2022 YEAR-TO-DATE OTHER FUNDS	\$196,929.34	\$5,985.00
2022 YEAR-TO-DATE ADJUSTMENTS	-\$2,547.75	\$0.00
2023 YEAR-TO-DATE OTHER FUNDS	\$5,318.00	\$95.00
2023 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
GRAND TOTAL	\$227,414.64	\$8,930.00

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

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

DATE: October 11, 2022
 TO: Dr. Steve Thalheimer
 FROM: Brandon Eakins *BE*
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant
 October 25, 2022 - Board of School Trustees Meeting**

2022-2023 CONFERENCES	EXPENSES	SUBSTITUTE
SEMA Convention I will be presenting at the conference for the Hot Rodders of Tomorrow Small Engines program and curriculum that I have developed for the STEM program for younger students as well as our EACC students being mentors. All travel and expenses are being covered by SEMA. Las Vegas, NV October 29 - November 5, 2022 Ryan Gortney (0-0) Program/Industry Specific Career and Technical Education	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00
2022-23 YEAR-TO-DATE PERKINS FUNDS	\$20,176.49	\$0.00
GRAND TOTAL	\$20,176.49	\$0.00

ELKHART COMMUNITY SCHOOLS OVERNIGHT TRIP REQUEST

School: Elkhart High School-West and EACC

Class/Group: ECS and EACC FFA Chapter

Number of Students: 14

Date/Time Departing: 11/4/22 3:00 PM

Date/Time Returning: 11/6/22 4:00 PM

Destination: FFA leadership center Traflagar IN
City State

Overnight facility: leadership center

Mode of transportation: School bus driven by Brenda Mueller (CDL obtained this year and on fiel at transportation)

Reason for trip: Chapter bonding, leadership building
Educational objective: Leadership, Public speaking, Problem solving, critical thinking on your feet, working with others, team building

Names of chaperones: Brenda Mueller

Cost per student: \$115 unless atcive in fundraising for event

Describe plans for Raising Funds or Funding Source: Fall Festival, Laundry Soap, Beagle Club, and Culver's (in December)

Plans to defray costs for needy students: Helping in a fundraiser or at the farm to prepare for the events and organizing the fundrasing materials

Are needy students made aware of plans? Yes- if they cannot afford the cost then we discuss options

Name of Teacher/Sponsor: Brenda Mueller

Signature of Teacher/Sponsor: 

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

Signature of Principal EHS:  Date: 16 October 2022

Signature of Principal EACC:  Date: 10/19/22

Approval of Assistant Superintendent:  Date: 10/19/22

Approval by Board: _____

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

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?
American Electric Power Teacher Grant	AEP	Elkhart High School Rocketry Team	Dan Walsh	\$500	To purchase rocketry supplies and a team uniform for the Team America Rocketry Competition.	The Grant Funds will be used to increase student opportunities for STEM involvement and Project Based Learning through an organized High School Rocketry Team participation in the Team America Rocketry Competition.	\$250 Team Uniforms \$250 Rocketry Supplies	11/1/2022



HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. STEVEN THALHEIMER
FROM: MS. MAGGIE LOZANO
DATE: OCTOBER 25, 2022

PERSONNEL RECOMMENDATIONS

CERTIFIED

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

Michael Lile	North Side/Math
Amber Rowland	Cleveland/Special Education
Donald Shafer	West Side/Social Studies

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

Jordan Bienz	PACE/Special Education Intern
Began: 8/9/21	Resign: 9/16/22

CLASSIFIED

- a. **Agreement** – We recommend the approval of an agreement regarding severance.
- b. **New Hires** – We recommend regular employment of the following classified employees:

Shannan Asbury	Elkhart High School/Secretary
Began: 8/17/22	PE: 10/13/22
Lucas Brownsberger-Keyes	PRIDE Academy/Paraprofessional
Began: 8/18/22	PE:10/14/22
Jessica Buckley	Cleveland/Paraprofessional
Began: 8/16/22	PE: 10/12/22

Paul Detwiler
Began: 8/17/22

Transportation/Bus Helper
PE: 10/13/22

Derick Dickerhoof
Began: 8/18/22

North Side/Paraprofessional
PE: 10/14/22

Angel Gates
Began: 8/29/22

Transportation/Bus Helper
PE: 10/25/22

Kristine Hembree
Began: 8/17/22

PACE/Paraprofessional
PE: 10/13/22

Sharon Kirkpatrick
Began: 8/26/22

Freshman Division/Food Service
PE: 10/25/22

Elsie Logan
Began: 8/22/22

Riverview/Food Service
PE: 10/14/22

Alexandria Nelson
Began: 8/18/22

Transportation/Bus Helper
PE: 10/14/22

Anaruth Palacios
Began: 8/29/22

Educational Service Center/Secretary
PE: 10/25/22

Sekeba Qaiyim
Began: 8/31/22

Career Center/Technical Assistant
PE: 10/25/22

Jeffrey Riehl
Began: 8/18/22

Freshman Division/Campus Security
PE: 10/14/22

Keri Roberts
Began: 8/22/22

Hawthorne/Paraprofessional
PE: 10/17/22

Dimitri Sanders
Began: 8/22/22

Freshman Division/Food Service
PE: 10/17/22

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

Jordan Bienz

PACE/Registered Behavioral Technician



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

Teresa Garcia Ponce

Began: 10/11/21

Daly/Social Worker

Resign: 11/4/22

Tricia Hutchison

Began: 10/24/16

Freshman Division/Paraprofessional

Resign: 10/7/22

Diane Kramer

Began: 8/14/18

Daly/Registered Nurse

Resign: 10/13/22

Elizabeth Landeros

Began: 12/19/19

Bristol & Woodland/Food Service

Resign: 10/21/22

Caitlin Mangrum

Began: 5/10/22

Elkhart High ETI/Custodian

Resign: 10/14/22

Tashni Westall

Began: 6/20/22

Pierre Moran/Custodian

Resign: 10/10/22



ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

Regular Board of School Trustees' Meetings - 2023

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

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

January	10	2023	July	11	2023
January	24	2023	July	25	2023
February	14	2023	August	8	2023
February	28	2023	August	22	2023
March	14	2023	September	12	2023
March	28	2023	September	26	2023
April	11	2023	October	10	2023
April	25	2023	October	24	2023
May	9	2023	November	14	2023
May	23	2023	November	28	2023
June	13	2023	December	12	2023
June	27	2023	December	19	2023

8:00 a.m.

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

The annual Board retreat/public work session is scheduled February 23 and 24, 2023, time and location to be determined.

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

**MASTER CONTRACT
2022 - 2023**

ELKHART TEACHERS ASSOCIATION, INC.

AND

BOARD OF SCHOOL TRUSTEES

of

ELKHART COMMUNITY SCHOOLS
ELKHART, INDIANA

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PROFESSIONAL NEGOTIATIONS AGREEMENT

This Professional Negotiations Agreement is made on the 25th day of October, 2022, by and between the Elkhart Community Schools, a public school corporation organized and existing under the laws of the State of Indiana, with central offices at 2720 California Road, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., a school employee organization with offices presently at 127 E. Windsor Avenue, Suite 2, Elkhart, Indiana, 46514.

ARTICLE ONE
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

ARTICLE ONE

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

ARTICLE TWO
DEFINITIONS

ARTICLE TWO

DEFINITIONS

As used in this Agreement:

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

ARTICLE THREE
LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

ARTICLE THREE

LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

A. Paid Leaves

1. In General

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

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LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

B. Jury Duty and Witness Duty

1. Jury Duty

In the event a teacher is summoned to serve as a juror in a court of law, the teacher shall be granted absence for jury duty for the time during the normal school day when the teacher is required to fulfill the duties of a juror. Such absence shall result in no loss of salary. When a teacher receives notification from the Court canceling a trial, the teacher is to report to work or use personal business. When the teacher is in receipt of his/her jury duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

2. Witness Duty

In the event a teacher is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the teacher shall be granted absence to witness for the time during the normal school day which the teacher is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of salary. For cases involving extended absence to witness, the Superintendent may grant additional days with pay, with substitute deduction, or without pay. When the teacher is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The teacher will not be paid when such testimony is given in any litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the teacher to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

C. Military Leave

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

D. Maternity Leave

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

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

ARTICLE THREE

LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

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

E. Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

F. Parental Leave

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

G. Adoptive Leave

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

All such leaves shall commence on the date the child is physically turned over to the teacher for the teacher's care and legal custody.

ARTICLE THREE
LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

H. Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the teacher's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

I. Personal Business

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

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

- a. Request for personal business shall be given to the principal, supervisor, or designee at least one (1) hour prior to the commencement of the normal school day. In the event of an unforeseen emergency beyond the control of the teacher, of which the teacher becomes aware less than one (1) hour prior to the commencement of the normal school day and which requires the absence of the teacher, said teacher may request such personal business less than one (1) hour prior to the commencement of the normal school day, provided such request is made as soon as reasonably possible after the teacher learns of such emergency. If it is not possible to submit a written request in advance, an oral request must be made prior to commencement of the absence, followed by a written request upon return.
 - b. If the first work day for a teacher takes place after the beginning of the school year, or for any teacher on leave, or for any teacher who is defined as part-time, the days will be prorated (sixty [60] paid days equals one [1] personal business day).
2. An accounting of unused personal business days will appear on each paycheck stub. These days may not be used other than in multiples of a half (1/2) day. Unused personal business days shall be rolled over at the end of each teacher's contract year on a continual basis. A teacher may not retain more than ten (10) personal business days. A teacher may not use more than five (5) personal business days consecutively. If the number of personal business days to be rolled over would cause the limit of ten (10) to be exceeded, then any excess days shall be converted to personal/family illness days instead.
 3. Except for emergencies, personal business days shall not be used to extend school vacation periods of Thanksgiving, winter recess, spring break, summer break or the day preceding fall recess in the event this day is scheduled as a parent teacher conference day as defined by the school calendar, unless the teacher complies with the following procedure:
 - a. Once every three (3) years a teacher may use a personal business day to extend a holiday or vacation period.
 - b. The teacher must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.

ARTICLE THREE
LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

- c. This personal business day cannot be used in conjunction with an unpaid day without a consent agreement between the Board and the ETA.
- d. Only ten (10%) of the teachers in a building, school of study, or program (e.g. Elkhart Academy, PRIDE Academy, etc.) may take a personal business day for the purpose of extending each of the holidays listed above.

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

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

J. Bereavement

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

K. Illness Absence

1. A teacher contracted for 184 or more days will be provided with 12 personal/family illness absence days each year (see Article 2). Illness absence days will be provided on the first day the teacher works; or the first teacher workday for those teachers authorized to use paid benefit days under the express terms of this Agreement, and be subject to use

ARTICLE THREE
LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

at the time from the beginning of the teacher's contract. If the first work day is after the beginning of the school year, or for any teacher on leave or for any teacher who is defined as a part-time teacher, the days will be prorated (fifteen [15] paid days equals one personal/family illness day). Request for illness absence shall be given to the principal, supervisor, or designee at least one (1) hour prior to the commencement of the normal school day, except in cases of emergency. These may not be used other than in multiples of a half (1/2) day.

2. In the event a teacher shall have accumulated one (1) or more days of personal illness in another school corporation and shall thereupon become employed by the Elkhart Community Schools, there shall be added for the second year and each succeeding year of such employment up to ten (10) days of personal illness until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted. This provision is subject to written verification from the most recent employer.
3. If in any one (1) school year, the teacher shall be absent for such illness, disability, or quarantine less than the provided number of days, the unused days shall accumulate and carry over to no more than one-hundred (100) days.
4. In the event the employer believes abuse of illness absence by a teacher exists, the employer may put the teacher on notice in the event of further use of illness absence by the teacher, the employer may require the teacher to verify such illness or disability by a written statement signed by a licensed practicing physician which in the case of personal illness affirms the teacher is unable to fulfill his or her normal assigned duties because of such illness or disability.
5. In the event the employer believes an improper application of illness absence by a teacher exists, the employer upon notice to the teacher no less than twenty-four (24) hours prior to the teacher's return to work may require the teacher to verify such illness or disability in the same manner as provided by paragraph four (4) of this section.
6. The employer may, in the event paragraph four (4) or paragraph five (5) applies, select a licensed physician to examine the teacher or family member in question. In such event, the employer shall pay the costs of such examination.
7. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days with pay, with substitute deduction, or without pay.
8. For a serious illness of a close friend, or family member who is not a member of the immediate family, the provisions in paragraph one (1) will be in effect, except the day(s) will be at the minimum substitute deduction, rather than being a paid absence.
9. A teacher who believes he/she has substance abuse/misuse problems may request appropriate benefits, including a health leave, for assessment and/or treatment purposes(s).
10. A teacher may donate up to ten (10) days of accumulated personal/family illness days per school year to another teacher by providing formal written notification to the Business Office. The maximum number of days transferred to any teacher in a school year shall not exceed thirty (30) days.

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LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

L. Personal Illness Bank

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

1. All accumulated and non-accumulated illness absence and personal business days of the applicant shall have been exhausted at the time of application.
2. Applications shall be made in writing to the chairperson of the Personal Illness Bank Committee. Application for a loan may be made by the teacher's authorized representative (i.e. immediate family member) in cases where the individual teacher is unable to do so. Applications shall be accompanied by a statement signed by a physician licensed to practice medicine, certifying said teacher is temporarily disabled. Such doctor's statement should also include the general nature of the disability, impact of the disability on employment, and prognosis for a return to work. "Temporarily disabled" shall mean inability to perform the duties of the teacher. The opinion of a second physician may be requested by the employer at its expense. Further certification may be required by the employer from time to time.
3. Application shall be reviewed by a Personal Illness Bank Committee composed of two (2) members appointed by the Association President and two (2) members appointed by the Superintendent. The committee shall make a recommendation for approval or denial of the loan to the Superintendent, who shall make the final decision on the request. Applicants who are denied approval shall have the right to appeal to the denying party.
4. A maximum of sixty (60) days will be allowed for any one (1) individual in any school year.
5. Any teacher who becomes ill for an extended period of time more than once during a school year shall re-apply following the same procedure.
6. Following a return to work, all accrued illness absence days which exceed the state minimum benefit for personal illness (five [5] days per year) shall be paid back to the bank until the loan has been repaid.
7. The bank shall be maintained from year to year by the repayment of loans from individual borrowers.
8. The Personal Illness Bank Committee may recommend to the Superintendent a waiver of any of the above conditions or procedures.
9. The Personal Illness Bank may be used for the period of disability related to pregnancy.

M. Involuntary Health Leave

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

ARTICLE THREE
LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

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

N. Family Medical Leave

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

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

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

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

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

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

O. Compensatory Time and Professional Assignments

Conference Attendance

1. A teacher who requests a conference leave shall file such request with the appropriate administrator no later than three (3) weeks prior to the conference. Reimbursement for approved expenses incurred while attending an approved conference will be allowed as listed in the following schedule, provided that the teacher submits receipts and an itemized claim:
 - a. Mileage - at the Internal Revenue Service allowable rate based on approved mileage when using personal automobile. Toll and parking fees will be paid if verified by receipts. If transportation is other than automobile, this must be approved by the employer in advance of the travel, and actual cost shall be reimbursed.

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LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

- b. The actual cost of registration, banquet and luncheons. Cost of banquet and luncheons which are a part of the regular conference program may be added to the registration fee. In this case, deductions from the per diem rate allowed for meals will be made.
 - c. Cost of meals not to exceed \$50 per day average as verified by receipt. Reasonable gratuities may be claimed for reimbursement.
 - d. Cost of Room - actual cost as verified by receipt.
 - e. In no case will reimbursement exceed actual expenditures.
2. A teacher who attends a conference shall incur no loss of salary unless otherwise provided by Board action. In the event prior approval by the Board is not secured, the Superintendent may allow teachers to attend conferences. Conference attendance shall be allowed at the discretion of the employer.

Association Professional Assignments

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

P. Compensatory Time

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

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

3. Relief of Duty

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

4. Parent/Teacher Conference Leave Day

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

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

Q. Unpaid Leaves

1. Unpaid Days

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

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

2. Unpaid Parental Leave

A teacher, upon request, shall be entitled to up to one (1) year of unpaid parental leave for the primary purpose of child care following the birth or adoption of a child. This leave may be taken without jeopardy to employment status, retirement and salary benefits, and teacher status and seniority rights. A written request for a parental leave must be submitted in advance of the effective date of said request for leave. The request shall include the expected length of the leave, and except in a situation beyond the control of the teacher, shall be submitted at least thirty (30) days in advance.

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

3. Unpaid Health Leave

A teacher may be granted a health leave without pay after completion of one (1) year of employment. For any such leave a written request from the teacher shall be received by the Superintendent, accompanied by a

ARTICLE THREE
LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

physician's statement certifying the teacher is unable to fulfill the normal assigned duties for an extended period of time. The leave may be granted for the duration of the current contract year, or for the forthcoming contract year. While on health leave, written notice of the teacher's leave status must be received by the Superintendent on or before March 1 of the year in which the present leave expires. If the teacher states they will return to employment, then a physician's statement certifying fitness to work must be received on or before May 1.

4. Extended Unpaid Leave

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

ARTICLE FOUR
PROFESSIONAL GRIEVANCE PROCEDURE

ARTICLE FOUR
PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions

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

B. In General

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

C. Procedure

1. Grievance Procedure - Step One

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

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PROFESSIONAL GRIEVANCE PROCEDURE

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

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

2. Grievance Procedure - Step Two

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

3. Grievance Procedure - Step Three

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

4. Grievance Procedure - Step Four

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

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PROFESSIONAL GRIEVANCE PROCEDURE

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

D. Rules Governing Board Hearings

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

ARTICLE FIVE
FRINGE BENEFITS

ARTICLE FIVE
FRINGE BENEFITS

A. Injury Arising Out of Employment Relationship

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

B. Personal Property Damage Reimbursement

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

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

C. Teacher Liability Protection

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

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

D. Legal Assistance to Teachers

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

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

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

E. Life, Health, and Disability Insurance

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

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

1. Life Insurance

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

2. Health Insurance

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

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

- a. For all teachers, except those who teach half-time or less, effective January 1, 2023, the Board agrees to contribute the following toward the cost of health insurance plan coverage:

Plan 1

Coverage	Contribution
Single	\$6,228.00
Employee and Spouse	\$11,641.00
Employee and Child(ren)	\$7,870.00
Family	\$16,229.00
Family Both Employed	\$16,579.00

Plan 2

Coverage	Contribution
Single	\$6,213.00
Employee and Spouse	\$11,604.00
Employee and Child(ren)	\$7,834.00
Family	\$16,185.00
Family Both Employed	\$16,535.00

Plan 3

Coverage	Contribution
Single	\$6,208.00
Employee and Spouse	\$11,594.00
Employee and Child(ren)	\$7,834.00
Family	\$16,175.00
Family Both Employed	\$16,525.00

Plan 4

Coverage	Contribution
Single	\$6,199.00
Employee and Spouse	\$11,574.00
Employee and Child(ren)	\$7,818.00
Family	\$16,154.00
Family Both Employed	\$16,504.00

- b. For teachers who teach half-time or less, effective January 1, 2023, the Board agrees to contribute the following toward the cost of health insurance plan coverage.

Plan 1

Coverage	Contribution
Single	\$4,982.00
Employee and Spouse	\$9,313.00
Employee and Child(ren)	\$6,296.00
Family	\$12,983.00
Family Both Employed	\$13,263.00

Plan 2

Coverage	Contribution
Single	\$4,970.00
Employee and Spouse	\$9,283.00
Employee and Child(ren)	\$6,273.00
Family	\$12,948.00
Family Both Employed	\$13,228.00

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Plan 3

Coverage	Contribution
Single	\$6,208.00
Employee and Spouse	\$11,594.00
Employee and Child(ren)	\$7,834.00
Family	\$16,175.00
Family Both Employed	\$16,525.00

Plan 4

Coverage	Contribution
Single	\$4,966.00
Employee and Spouse	\$9,275.00
Employee and Child(ren)	\$6,267.00
Family	\$12,940.00
Family Both Employed	\$13,220.00

c. Health Insurance Following Retirement:

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

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

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

3. Long-Term Disability Insurance

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

F. Employee Assistance Program

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

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be utilized on an as needed basis by the provider with the intent to assist with situations where additional sessions are required.

G. Death Benefits

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

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

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

H. Disability Benefits

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

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

I. Transportation Allowance

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

J. Retirement Benefits

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

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

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

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

- Vesting:
In order to be vested in a teacher's individual VEBA account, a teacher must meet all three (3) of the following conditions:
 1. A teacher must have served in the Elkhart Community Schools fifteen (15) years, or a combined total of fifteen (15) years, based on the calculation of years of service for those years recognized by ECS for salary schedule placement at the time of employment;
 2. Reached the age of fifty-five (55); and
 3. Retired from employment with Elkhart Community Schools, having met all other provisions of the Contract, Indiana Law, and Regulations governing the retirement of certified teachers.
- Contributions: The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- Access to Account Assets: Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- Termination Prior to Vesting: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- Reallocation of Forfeitures: The ETA President shall receive a list of those teachers whose accounts have been terminated pursuant to this Appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA President will receive this list on or before September 15. All of the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA I accounts. Reallocation of forfeitures will be applied on an actuarially sound basis that is consistent with the model previously developed for the distribution of forfeited amounts (i.e. where allocation results are based upon age and number of years until projected retirement date for each teacher) and deposited in teacher accounts on or before October 15th. VEBA I accounts of teachers who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.
- Teachers Prevented from Participation in Reallocation of Forfeitures: the VEBA I accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA I account.

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- Teachers who forfeited their VEBA I accounts in the same year,
- Teachers who previously forfeited their VEBA I accounts; and
- Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

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

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

- **Vesting:**

In order to be vested in a teacher's individual VEBA account, a teacher must meet all three of the following conditions:

1. A teacher must have served in the Elkhart Community Schools fifteen (15) years, or a combined total of 15 years, based on the calculation of years of service for those years recognized by ECS for salary schedule placement at the time of employment;
2. Reached the age of fifty-five (55); and
3. Retired from employment with Elkhart Community Schools, having met all other provisions of the Contract, Indiana Law, and Regulations governing the retirement of certified teachers.

- **Contributions:** The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.

- **Access to Account Assets:** Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.

- **Termination Prior to Vesting:** If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.

- **Reallocation of Forfeitures:** The ETA President shall receive a list of those teachers whose accounts have been terminated pursuant to this Appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA President will receive this list on or before September 15. Eighty percent (80%) of the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA II accounts. Reallocation of forfeitures will be applied on an actuarially sound basis that is consistent with the model previously developed for the distribution of forfeited amounts (i.e. where allocation results are based upon age and number of years until projected retirement date for each teacher) and deposited in teacher accounts on or before October 15th.

ARTICLE FIVE
FRINGE BENEFITS

Twenty percent (20%) of the forfeited amounts shall revert to the Employer. VEBA II accounts of teachers who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

- Teachers Prevented from Participation in Reallocation of Forfeitures: the VEBA II accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA account.
 - Teachers who forfeited their VEBA II accounts in the same year,
 - Teachers who previously forfeited their VEBA II accounts; and
 - Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

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

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

- Vesting:

In order to be vested in a teacher's individual VEBA account, a teacher must meet all three of the following conditions:

 1. A teacher must have served in the Elkhart Community Schools fifteen (15) years, or a combined total of 15 years, based on the calculation of years of service for those years recognized by ECS for salary schedule placement at the time of employment;
 2. Reached the age of fifty-five (55); and
 3. Retired from employment with Elkhart Community Schools, having met all other provisions of the Contract, Indiana Law, and Regulations governing the retirement of certified teachers.
- Contributions: The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- Access to Account Assets: Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- Termination Prior to Vesting: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- Retention of Forfeitures by Employer: Teachers assigned to VEBA IV shall not be entitled to any reallocation of forfeitures. One hundred (100%) percent of forfeited funds shall be retained by the Employer.

ARTICLE FIVE
FRINGE BENEFITS

K. Dependent Textbook Fee Stipend:

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

L. Attendance Incentive:

1. If a teacher does not use any personal/family illness days during a school year the teacher shall be entitled to a payment of **six hundred (\$600) dollars** on or before June 30.
2. A teacher who uses one-half to one day of their personal/family illness days during a school year shall be entitled to a payment of **four hundred (\$400.00) dollars** on or before June 30.
3. A teacher who uses one and one-half to two days of their personal/family illness days during a school year shall be entitled to a payment of **two hundred fifty (\$250.00) dollars** on or before June 30.
4. A teacher who uses two and one-half to three days of their personal/family illness days during a school year shall be entitled to a payment of **one hundred fifty (\$150.00) dollars** on or before June 30.

ARTICLE SIX
SALARY

A. Salary Payment

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

B. Granting of Experience Credit for New Teachers

1. The hiring range for a Technology Integrator will be \$37,650 - \$52,950.
2. Any newly employed teacher will be placed on the Career Pathway Schedule according to recognized years of experience, but no years beyond five (5) will be recognized.
 - a. When the newly employed teacher also fills an added pay position, at the discretion of the employer, additional levels on the Career Pathway Schedule may be recognized.
 - b. At the discretion of the employer, a newly employed teacher in an area of limited supply may be granted levels on the Career Pathway Schedule.
 - c. Whenever the employer exercises such discretion for a newly employed teacher, written notification shall be given to the Association President prior to the execution of the newly employed teacher's contract.

3. Experience Credit for Verified Teaching Experience

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

- a. Certification prior to the verified teaching experience.

ARTICLE SIX
SALARY

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

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

4. Experience Credit for Career Center Teachers

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

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

5. Granting of Experience Credit for Military Service

A teacher will be placed on a level on the Career Pathway Schedule in the amount of one (1) year of experience credit granted for completion of each full year of verified honorable military service, or verified alternate service,

ARTICLE SIX
SALARY

provided any such service fulfilled an existing legal military obligation. Notwithstanding the above, no more than four (4) years of experience credit shall be granted for such service.

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

C. Schedule Placement When Prior Work Experience is a Requirement

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

D. Granting of Academic Credit to New Teachers

1. A teacher who earns academic credit subsequent to the completion of a Bachelor's Degree program but prior to being hired by Elkhart Community Schools may receive credit for such course work. Such academic courses must be within the area of the teacher's current assignment, or be related to and helpful in the teacher's current assignment, and should increase the instructional skills of the teacher. A teacher may not receive credit for workshops or other activities completed prior to being hired by Elkhart Community Schools. Credits for academic courses completed prior to being hired by Elkhart Community Schools will be subject to the approval of the Director of Human Resources.
2. For Career Center teachers: college, university, and trade or technical school credit, in addition to what's required for teacher licensing, may be applied to the Career Pathway Schedule.

E. Compensation Plan

Salary Range

The salary range, not including current year increases or TRF contributions, of a teacher employed with Elkhart Community Schools ranges from \$41,000 to \$79,700.

Base Salary Increase

1. General Eligibility

- a. A teacher who received an evaluation rating of Ineffective or Improvement Necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
- b. A teacher who is currently receiving the highest salary commensurate with the teacher's educational attainment and experience is not eligible for a salary increase.

ARTICLE SIX
SALARY

2. Factors and Definitions

a. Evaluation Rating

The teacher received a Highly Effective or Effective evaluation rating for the prior year.

b. Academic Need

The Academic Needs of students requires the district to retain teachers with experience and advanced education. Currently employed teachers below the new teacher minimum on the district's hiring schedule need to receive a salary commensurate with the salary offered to new teachers with similar levels of education and experience. This will be accomplished through a teacher retention catch-up with a salary increase differential.

3. Distribution: Teacher Retention Catch-Up by Placement on a Salary Schedule Based Upon Degree Attainment.

a. Evaluation Rating

Teachers who did not receive a rating of Ineffective or Improvement Necessary are eligible for the catch-up pay differential and stipend not to exceed \$1,000.

b. Academic Needs

The salary increase for Academic Needs is a teacher retention catch-up through a pay differential increase.

- i. Teachers currently employed by the district who are compensated less than a teacher newly hired into the district will receive credit for BA/BS or MA/MS, including hours beyond degree, and years pursuant to the district's hiring schedule. Teachers will be placed on the hiring schedule commensurate with the teacher's educational attainment and total years of experience recognized. Teachers with a bachelor's degree and more than 18 years of experience shall be placed in Row T (\$60,500).
- ii. Based on the teacher's placement on the hiring schedule, a teacher would then be placed on the Salary Schedule at the next highest amount.

c. Stipend

A teacher rated effective or highly effective will receive a stipend up to \$1,000.

- i. As teachers are placed on the Salary Schedule, they will receive differentiated amounts based on moving up on the Schedule to the appropriate row. This amount will be deducted from \$1,000 and the remainder will be paid as a one-time, non-recurring stipend.
- ii. As teachers are placed on the Salary Schedule, if they do not receive a differentiated amount for the appropriate row, they will receive a one-time, non-recurring stipend of \$1,000.

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SALARY

4. Redistribution of Compensation Plan Allocation

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

5. Teacher Retention Catch-up New Teacher Salary Comparison

All currently employed teachers in the district will be compensated at a level commensurate with **the academic credit and experience granted** to teachers newly hired into the district.

5. 2022-2023 Salary Schedule

Row	BA/BS	MA/MS
A	\$41,500	\$43,500
B	\$42,500	\$44,500
C	\$43,500	\$45,500
D	\$44,500	\$46,500
E	\$45,500	\$47,500
F	\$46,500	\$48,500
G	\$47,500	\$49,500
H	\$48,500	\$50,500
I	\$49,500	\$51,500
J	\$50,500	\$52,500
K	\$51,500	\$53,500
L	\$52,500	\$54,500
M	\$53,500	\$55,500
N	\$54,500	\$56,500
O	\$55,500	\$57,500
P	\$56,500	\$58,500
Q	\$57,500	\$59,500
R	\$58,500	\$60,500
S	\$59,500	\$61,500
T	\$60,500	\$62,500
U	\$61,500	\$63,500
V	\$62,500	\$64,500
W	\$63,500	\$65,500
X	\$64,500	\$66,500
Y	\$65,500	\$67,500
Z	\$66,500	\$68,500
AA	\$67,500	\$69,500

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SALARY

BB	\$68,500	\$70,500
CC	\$69,500	\$71,500
DD	\$70,500	\$72,500
EE	\$71,500	\$73,500
FF	\$72,500	\$74,500

Per Diem Rate

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

Compensation for Part-Time Teachers

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

Compensation for Teachers with Extended Contracts

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

F. Emergency Closing of Schools

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

G. Temporary Differential

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

1. Responsibility -- a teacher approved for a temporary differential for an assigned temporary responsibility will be paid a differential, at the teacher's professional hourly rate, while he or she carries that responsibility.
2. Extra Work -- a teacher approved for a temporary differential for assigned work, with the exception of curriculum development, beyond his or her normal load will be paid a differential, at the teacher's professional hourly rate, while he or she performs that extra work.
3. Orientation --
 - a. New Teachers: Orientation of new teachers will be paid at the professional development rate.
 - b. New Assignment: A teacher who has been given a different assignment during the school year may be given release time for a period of orientation at the discretion of the Superintendent. A teacher entering the system during the school year or one who has been given a different assignment during the school year may be paid for a period of orientation when it has been authorized by the Superintendent.

ARTICLE SIX
SALARY

4. The duties described above are listed for informational purposes only; the rate of pay is the only thing that has to be the subject of negotiations.

H. Additional Instructional Responsibility

1. Elementary and Secondary

- a. When no substitute is available to replace an absent teacher, then a teacher or teachers (2) in the building may be assigned, by the building administrator, the responsibility and shall be compensated at a rate of .001 of the Bachelor's base salary per hour, for each hour in half-hour increments, when he or she is fulfilling such assigned responsibility, other than his or her normal assignment.
- b. When a teacher is assigned the sole responsibility of instructing all students of an absent teacher for the entire instructional day, the teacher shall receive pay at the rate of .008 of the Bachelor's base salary for each full day of instruction.

2. Secondary

In the event a secondary teacher is assigned a required duty to deliver an additional section of classroom instruction beyond a teacher's normal instructional load for an extended period of time (usually a semester or a year), said teacher shall be compensated at a rate equal to said teacher's daily rate divided by 7.0 plus a premium of seventeen dollars and fifty cents (\$17.50) for each hour. The time spent each day delivering instruction as a result of the overload shall be rounded up to the next hour. Compensation will be calculated only for each day the additional section is taught.

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

I. Compensation for Synchronous Instruction of Online Students

When a teacher is required to provide synchronous instruction for an on-line student, as a result of an alternative placement or building master schedule needs, the teacher shall receive additional compensation for each course or subject area taught per grading period according to the schedule set forth below:

One to five students	\$500
Six to ten students	\$1,000
Eleven to fifteen students	\$1,500
Sixteen to twenty students	\$2,000
Twenty-one to thirty students	\$2,500

J. Compensation for Non-ENL Teachers Carrying ENL Licensure

When a teacher (whose primary role is not ENL) has ENL licensure and is assigned the following Teacher of Record responsibilities (e.g. supporting the TOS in the preparation of the student's ILP, and providing consultation with the TOS in providing services to the EL students) for EL students in their class/Professional Learning Community (PLC)/Grade Level/Content Area, the teacher shall receive additional compensation each semester according to the schedule set forth below:

ARTICLE SIX
SALARY

One to five students	\$1,000
Six to ten students	\$1,500
Eleven to fifteen students	\$2,000
Sixteen to twenty students	\$2,500
Twenty-one to thirty students	\$3,000

K. Mentor Stipend

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

L. Extended Contractual Compensation

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

M. Professional Development Rate

Teachers will be paid thirty (\$30) dollars per hour for participation in voluntary professional development activities occurring outside of the teachers' contracted workday. Such activities shall be calculated for purposes of compensation in half-hour increments.

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

N. Added Pay Schedule

1. All continuing additional pay assignments shall be compensated in accordance with Appendix B. Part B.1 will be for the Added Pay/Extra Duty positions and Part B.2 will be for the Added Pay/Included Duty positions. The Added Pay Schedule does not impose an obligation on the employer to fill any vacant positions.
2. For included duty positions, the added pay position is not severable from the regular teacher's contract unless mutually agreeable. The continued employment of such teacher is based on the satisfactory evaluations of duties related to both parts of the individual contract. This shall be applicable to included duty positions as follows:
 - a. Positions in Appendix B.2 have responsibilities which are an integral part or an extension of a related instructional assignment and are not severable from the assignment.
 - b. Positions in Appendix B.2, the teacher accepts as a condition of initial employment. This includes the high school football and boys basketball coaches who shall be informed, as verified in writing, the coaching position is a part of their regular teacher's contract. (This shall only be applicable to teachers initially hired after the 1980-81 school year.)

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SALARY

3. A teacher with an Added-Pay/Extra-Duty position may choose to split the pay and responsibilities of the position with one other teacher on a fifty/fifty (50/50) basis. Such a split requires the approval of the building administrator and the District Counsel/Chief of Staff. The ETA President shall receive a copy of all positions approved for such a split within ten (10) work days of the position being filled.
4. With the exception of included duty positions and positions with responsibilities throughout the school year (e.g. class sponsor, department chair, MTSS, etc.), compensation for added pay positions will be paid to teachers holding said positions in four (4) equal payments during the season. A proposed payment schedule for the following school year for added pay positions, other than non-seasonal positions, shall be published by the Business Office on or before May 25 and provided to the Association President at least 10 days before publication.
5. In the event an employee with an added pay assignment experiences an extended absence during the time when the employee is expected to perform the primary duties related to the added pay assignment, the employee's compensation shall be prorated for the time they performed the assignment.

6. 2022 Higher Learning Commission Standards Eligibility

a. Content Area Teachers

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

Teachers will become eligible for this stipend when, during the course of their post graduate work, they have successfully completed eighteen (18) graduate credit hours in a core subject area (e.g. mathematics, economics, African History, Creative Writing, Chemistry, French, etc.) in addition to a Master's degree in a different subject, or obtained a Master's Degree in a core subject area. In both instances, the graduate degree or 18 hours of graduate coursework must be in a subject for which dual credit courses exist. Occasionally, teachers may have these credentials in more than one core subject area. In a circumstance such as this, the teacher would be eligible for the "Dual Credit Qualified" stipend for each of those areas.

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

b. EACC Teachers

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

- Successfully completed a predetermined number of years in the field with evidence of ongoing industry approved professional development.

ARTICLE SIX
SALARY

- Earned and maintained industry recognized credentials related to the field of training.
- Completed bachelor's and beyond post-secondary education, paired with industry documented employment in the field of study.

ARTICLE SEVEN
SEVERABILITY

ARTICLE SEVEN

SEVERABILITY

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

ARTICLE EIGHT
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

ARTICLE EIGHT

EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

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

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

- A. This agreement shall become effective as of August 8, 2022 and remain in effect until June 30, 2023.
- B. This negotiations agreement is so attested to by the parties whose signatures appear below.

ATTESTATION

The Employer and the Association held a public hearing on September 15, 2022, for the purpose of taking public testimony regarding the subjects of collective bargaining set forth in IC 20-29-6-4. The opportunity to participate by means of electronic communication was not offered.

On October 21, 2022, the Employer held a public meeting to discuss the tentative agreement entered into by representatives of the Employer and the Association pursuant to IC 20-29-6-19. The opportunity to participate by means of electronic communication was offered.

On October 25, 2022, a public meeting was held during which this Professional Negotiated Agreement was ratified by the Employer. The opportunity to participate by electronic communication was offered.

Signature to following on the next page.

ARTICLE EIGHT
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

ELKHART TEACHERS ASSOCIATION, INC.

ADMINISTRATIVE NEGOTIATING TEAM

By _____
Alex Holtz

By _____
Magdalena Lozano

By _____
Joshua Kinder

By _____
Kevin Scott

By _____
Stacy Kirk

By _____
Steve Thalheimer

By _____
Jessica Ramirez

By _____
W. Douglas Thorne, Spokesperson

By _____
Justin Sellers

By _____
Heather Sheldon

By _____
Holly Stanfill

By _____
Kerry Mullet, Spokesperson

APPENDICES

APPENDIX A
CERTIFIED HIRING SCHEDULE

APPENDIX A
ELKHART COMMUNITY SCHOOLS
Certified Hiring Schedule

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

Base: 36280

Bachelor's Schedule		Master's Schedule										INC 300		INC 400									
Years	Index	BS-0	BS+6	BS+12	BS+18	BS+24	BS+30	Index	MS-0/ BS+42	MS+6	MS+12	Years	Index	MS+18	MS+24	MS+30	MS+36	MS+42	MS+48	MS+54	MS+60	MS+66	
0	1.13	41000	41300	41600	41900	42200	42500	1.20	43540	43940	44340	0	1.20	44740	45140	45540	45940	46340	46740	47140	47540	47940	
1	1.14	41360	41660	41960	42260	42560	42860	1.22	44265	44665	45065	1	1.22	45465	45865	46265	46665	47065	47465	47865	48265	48665	
2	1.16	42085	42385	42685	42985	43285	43585	1.24	44990	45390	45790	2	1.24	46190	46590	46990	47390	47790	48190	48590	48990	49390	
3	1.18	42815	43115	43415	43715	44015	44315	1.26	45715	46115	46515	3	1.26	46915	47315	47715	48115	48515	48915	49315	49715	50115	
4	1.19	43175	43475	43775	44075	44375	44675	1.27	46080	46480	46880	4	1.27	47280	47680	48080	48480	48880	49280	49680	50080	50480	
5	1.21	43900	44200	44500	44800	45100	45400	1.32	47890	48290	48690	5	1.32	49090	49490	49890	50290	50690	51090	51490	51890	52290	
6	1.23	44625	44925	45225	45525	45825	46125	1.37	49705	50105	50505	6	1.37	50905	51305	51705	52105	52505	52905	53305	53705	54105	
7	1.25	45350	45650	45950	46250	46550	46850	1.42	51520	51920	52320	7	1.42	52720	53120	53520	53920	54320	54720	55120	55520	55920	
8	1.27	46080	46380	46680	46980	47280	47580	1.47	53335	53735	54135	8	1.47	54535	54935	55335	55735	56135	56535	56935	57335	57735	
9	1.29	46805	47105	47405	47705	48005	48305	1.52	55150	55550	55950	9	1.52	56350	56750	57150	57550	57950	58350	58750	59150	59550	
10	1.31	47530	47830	48130	48430	48730	49030	1.57	56960	57360	57760	10	1.57	58160	58560	58960	59360	59760	60160	60560	60960	61360	
11	1.33	48255	48555	48855	49155	49455	49755	1.63	59140	59540	59940	11	1.63	60340	60740	61140	61540	61940	62340	62740	63140	63540	
12	1.35	48980	49280	49580	49880	50180	50480	1.68	60955	61355	61755	12	1.68	62155	62555	62955	63355	63755	64155	64555	64955	65355	
13	1.37	49705	50005	50305	50605	50905	51205	1.74	63130	63530	63930	13	1.74	64330	64730	65130	65530	65930	66330	66730	67130	67530	
14	1.41	51155	51455	51755	52055	52355	52655	1.80	65305	65705	66105	14	1.80	66505	66905	67305	67705	68105	68505	68905	69305	69705	
15	1.50	54420	54720	55020	55320	55620	55920	1.89	68570	68970	69370	15	1.89	69770	70170	70570	70970	71370	71770	72170	72570	72970	
16	1.52	55150	55450	55750	56050	56350	56650	1.91	69295	69695	70095	16	1.91	70495	70895	71295	71695	72095	72495	72895	73295	73695	
17	1.55	56235	56535	56835	57135	57435	57735	1.94	70385	70785	71185	17	1.94	71585	71985	72385	72785	73185	73585	73985	74385	74785	
18	1.58	57325	57625	57925	58225	58525	58825	2.01	72925	73325	73725	18	2.01	74125	74525	74925	75325	75725	76125	76525	76925	77325	

APPENDIX B
 ADDED PAY SCHEDULE

ADDED PAY SCHEDULE
 2022 - 2023 SCHOOL YEAR

B-1. ADDED PAY/EXTRA DUTY

	INDEX	AMOUNT	Year (Y) Fall (F) Winter (W) Spring (S) Claim (C)
BASE	32,059		
SYSTEM-WIDE ASSIGNMENTS			
Academic Dean Stipend	0.12000	3,850	Y
National Board Certification (\$500 each)		500	Y
Cooper Science Lab Coordinator	0.04000	1,285	Y
Athletic Training Coordinator	0.04000	1,285	Y
Science Fair Coordinator	0.04500	1,445	W
Assistant Science Fair Coordinator	0.02250	725	W
Science Mentor Coordinator	0.03000	965	W
MTSS Coordinator	0.08000	2,565	Y
MTSS Team Member	0.04000	1,285	Y
Building Level Bully Prevention Coordinator	0.15000	4,810	Y
Alternative Programs Lead Teacher	0.14000	4,490	Y
Blind/Low Vision/Braille	0.12000	3,850	Y
Building Level High Ability Coordinator	0.04000	1,285	Y
District Wellness Coordinator	0.03000	965	Y
Building Wellness Coordinator	0.01500	485	Y
New Teacher Mentor		600	C
**Contest Advancement		200	C
LEAD TEACHER:			
PACE	0.03500	1,125	Y
School Psychologist	0.12000	3,850	Y
Speech Pathologist	0.12000	3,850	Y
Content Area Specialist:			
Mathematics			
- Grades 9 - 12	0.15000	4,810	Y
- Grades 7 - 8	0.14000	4,490	Y
- Grades 3 - 6	0.15000	4,810	Y
- Grades K - 2	0.15000	4,810	Y
Language Arts			
- Grades 9 - 12	0.15000	4,810	Y
- Grades 7 - 8	0.14000	4,490	Y
- Grades 3 - 6	0.15000	4,810	Y
- Grades K - 2	0.15000	4,810	Y

APPENDIX B
ADDED PAY SCHEDULE

Social Studies			
- Grades 9 - 12	0.15000	4,810	Y
- Grades 7 - 8	0.14000	4,490	Y
- Grades K - 6	0.15000	4,810	Y
Science			
- Grades 9 - 12	0.15000	4,810	Y
- Grades 7 - 8	0.14000	4,490	Y
- Grades K - 6	0.15000	4,810	Y
Special Education			
- Grades 9 - 12	0.15000	4,810	Y
- Grades 7 - 8	0.14000	4,490	Y
- Grades K - 6	0.15000	4,810	Y
Intense Interventions (SPED)			
-K - 6	0.14000	4,490	Y
-7 - 12	0.14000	4,490	Y
English Language Learners (ELL)			
- Grades 7 - 12	0.15000	4,810	Y
- Grades K - 6	0.15000	4,810	Y
Physical Education/Health			
- Grades K - 12	0.14000	4,490	Y
Art			
- Grades K - 12	0.14000	4,490	Y
Library/Media			
- Grades 7 - 12	0.14000	4,490	Y
World Languages			
- Grades 9 - 12	0.14000	4,490	Y
Business			
- Grades 9 - 12	0.14000	4,490	Y
Counseling			
- Grades 7 - 12	0.14000	4,490	Y
Family and Consumer Science (FACS)			
- Grades 9 - 12	0.14000	4,490	Y
Engineering and Technology			
- Grades 9 - 12	0.14000	4,490	Y
Agricultural Science			
- Grades K - 12	0.14000	4,490	Y
Hourly Employment			
Building Rental Manager		14.50	C
Curriculum Development	0.00090	28.85	C
Data Coordinator		35.00	C

APPENDIX B
ADDED PAY SCHEDULE

Technology Coordinator		35.00	C
Intramurals		7.25	C
Evening High School Coordinator	0.00100	32.06	C
Homebound or Adult Continuing Education (BS-0 rate on Certified Hiring Schedule)	0.00113	36.23	C
HIGH SCHOOL ASSIGNMENTS			
Schools of Study Lead Teachers			
School of Arts and Communication	0.12000	3,850	Y
School of Business and International Relations	0.12000	3,850	Y
School of Engineering, Technology, and Innovation	0.12000	3,850	Y
School of Health and Public Safety	0.12000	3,850	Y
School of Human Services	0.12000	3,850	Y
School of Natural Resources	0.12000	3,850	Y
Freshman Division Lead Teachers			
Freshman Academy Lead Teachers	0.03500	1,125	Y
Elkhart Academy Lead Teacher			
Elkhart Academy Lead Teachers	0.12000	3,850	Y
Athletics			
Cross Country Coach	0.12000	3,850	F
Cross Country Assistant Coach	0.06000	1,925	F
Crew Coach	0.15000	4,810	S
Assistant Crew Coach	0.07500	2,405	S
Archery Coach	0.10000	3,210	S
Assistant Archery Coach	0.05000	1,605	S
Lacrosse Coach	0.15000	4,810	S
Lacrosse Assistant Coach	0.07500	2,405	S
Coed Dive Coach	0.10000	3,210	W
Unified Track Coach	0.10000	3,210	S
Unified Track Assistant Coach	0.05000	1,605	S
Unified Football Coach	0.07500	2,405	F
Unified Football Assistant Coach	0.03750	1,205	F
Football Cheerleader Coach	0.15000	4,810	F
Football JV Cheerleader Coach	0.07500	2,405	F
Football Freshman Cheerleader Coach	0.07500	2,405	F
Basketball Cheerleader Coach	0.15000	4,810	W
Basketball JV Cheerleader Coach	0.07500	2,405	W
Basketball Freshman Cheerleader Coach	0.07500	2,405	W
Boys Athletics			
Assistant Basketball Coach	0.15000	4,810	W
Freshman Basketball Coach	0.10000	3,210	W
Assistant Football Coach	0.15000	4,810	F
Freshman Football Coach	0.10000	3,210	F
Baseball Coach	0.15000	4,810	S
Assistant Baseball Coach	0.07500	2,405	S

APPENDIX B
 ADDED PAY SCHEDULE

Freshman Baseball Coach	0.07500	2,405	S
Track Coach	0.15000	4,810	S
Assistant Track Coach	0.07500	2,405	S
Golf Coach	0.10000	3,210	S
Assistant Golf Coach	0.05000	1,605	S
Wrestling Coach	0.15000	4,810	W
Assistant Wrestling Coach	0.07500	2,405	W
Freshman Wrestling Coach	0.07500	2,405	W
Swimming Coach	0.15000	4,810	W
Assistant Swimming Coach	0.07500	2,405	W
Tennis Coach	0.14000	4,490	F
Assistant Tennis Coach	0.07000	2,245	F
Freshman Tennis Coach	0.07000	2,245	F
Soccer Coach	0.18180	5,830	F
Assistant Soccer Coach	0.09090	2,915	F
Freshman Soccer Coach	0.09090	2,915	F
Girls Athletics:			
Basketball Coach	0.30000	9,620	Y
Assistant Basketball Coach	0.15000	4,810	W
Freshman Basketball Coach	0.10000	3,210	W
Swimming Coach	0.15000	4,810	W
Assistant Swimming Coach	0.07500	2,405	W
Volleyball Coach	0.15000	4,810	F
Assistant Volleyball Coach	0.07500	2,405	F
Freshman Volleyball Coach	0.07500	2,405	F
Gymnastics Coach	0.15000	4,810	W
Assistant Gymnastics Coach	0.07500	2,405	W
Track Coach	0.15000	4,810	S
Assistant Track Coach	0.07500	2,405	S
Golf Coach	0.10000	3,210	F
Assistant Golf Coach	0.05000	1,605	F
Softball Coach	0.15000	4,810	S
Assistant Softball Coach	0.07500	2,405	S
Freshman Softball Coach	0.07500	2,405	S
Soccer Coach	0.18180	5,830	F
Assistant Soccer Coach	0.09090	2,915	F
Freshman Soccer Coach	0.09090	2,915	F
Tennis Coach	0.14000	4,490	S
Assistant Tennis Coach	0.07000	2,245	S
Freshman Tennis Coach	0.07000	2,245	S
Athletic-Related Assignments:			
Ticket Manager	0.10000	3,210	Y
Sports Information Director	0.10000	3,210	Y

APPENDIX B
ADDED PAY SCHEDULE

Athletic Trainer	0.24000	7,695	Y
Supervisor and Instructor of Student Trainers	0.04000	1,285	Y
Supervision Manager	0.06800	2,185	Y
Cheer Block Sponsor	0.03000	965	Y
Booster Club Sponsor	0.03000	965	Y
Non-Athletic Assignments:			
Dual Credit Qualified (\$500 each content area) <i>(using 2022 Higher Learning Commission Stds.)</i>		500	Y
AP Instructor (per semester)		500	C
EHS Activities Director	0.15000	4,810	Y
Freshman Division Activities Director	0.03500	1,125	Y
Theatre Director	0.15000	4,810	Y
Assistant Theatre Director	0.07500	2,405	Y
Forensics Coach	0.14000	4,490	Y
Assistant Forensics Coach	0.06800	2,185	Y
Speech Coach	0.11000	3,530	Y
Assistant Speech Coach	0.05000	1,605	Y
Mock Trial Coach	0.02000	645	S
ElkLogic Robotics Coach	0.15000	4,810	Y
ElkLogic Robotics Assistant Coach	0.07500	2,405	Y
E-Sports Coach	0.07500	2,405	Y
Marching Band Color Guard Director	0.12000	3,850	F
Marching Band Assistant Color Guard Director	0.06000	1,925	F
Winter Color Guard Director	0.12000	3,850	W
Winter Color Guard Assistant Director	0.06000	1,925	W
Pep Band	0.04000	1,285	W
Marching Band Percussion Director	0.08500	2,730	F
Marching Band Percussion Assistant Director	0.04250	1,365	F
Winter Percussion Director	0.10000	3,210	W
Winter Percussion Assistant Director	0.05000	1,605	W
Musical Pit Orchestra Director	0.04000	1,285	W
Musical Vocal Director	0.04000	1,285	W
Co-Curricular Jazz			
Jazz Choir	0.02500	805	Y
Jazz Band	0.02500	805	Y
Jazz String	0.02500	805	Y
Extra-Curricular Jazz			
Jazz Choir	0.05000	1,605	Y
Jazz Band	0.05000	1,605	Y
Jazz String	0.05000	1,605	Y
Art Café	0.04100	1,315	Y
Move to Stand	0.02000	645	Y
Sigma Beta Upsilon	0.01350	435	Y
Key Club	0.02000	645	Y

APPENDIX B
 ADDED PAY SCHEDULE

Academic Competition Teams (Full Squad Competing Teams)	0.07700	2,470	Y
Elkhart Academy PRIDE Ambassador Sponsor	0.03000	965	Y
National Honor Society	0.03000	965	Y
National Honor Society Assistant	0.01500	485	Y
Student Government Sponsor	0.03000	965	Y
Student Government Assistant Sponsor	0.01500	485	Y
Senior Class Sponsor	0.02800	900	Y
Senior Class Assistant Sponsor	0.01400	450	Y
Junior Class Sponsor	0.03500	1,125	Y
Junior Class Assistant Sponsor	0.01750	565	Y
Sophomore Class Sponsor	0.02000	645	Y
Sophomore Class Assistant Sponsor	0.01000	325	Y
Freshman Class Sponsor	0.02000	645	Y
Freshman Class Assistant Sponsor	0.01000	325	Y
MIDDLE SCHOOL ASSIGNMENTS:			
Building Department Chairpersons			
English, Mathematics	0.08800	2,825	Y
Science, Social Studies, ELL	0.04700	1,510	Y
Special Education	0.08800	2,825	Y
Art, FACS, Industrial Arts, Media, Music, Physical Education/Health	0.03500	1,125	Y
Athletics			
Eighth Grade Basketball Coach	0.10000	3,210	W
Eighth Grade Assistant Basketball Coach	0.03750	1,205	W
Seventh Grade Basketball Coach	0.10000	3,210	W
Seventh Grade Assistant Basketball Coach	0.03750	1,205	W
Eighth Grade Track Coach	0.05500	1,765	S
Eighth Grade Assistant Track Coach	0.03750	1,205	S
Seventh Grade Track Coach	0.05500	1,765	S
Seventh Grade Assistant Track Coach	0.03750	1,205	S
Eighth Grade Soccer Coach	0.07500	2,405	F
Eighth Grade Assistant Soccer Coach	0.03750	1,205	F
Seventh Grade Soccer Coach	0.07500	2,405	F
Seventh Grade Assistant Soccer Coach	0.03750	1,205	F
Eighth Grade Lacrosse Coach	0.07500	2,405	S
Eighth Grade Assistant Lacrosse Coach	0.03750	1,205	S
Seventh Grade Lacrosse Coach	0.07500	2,405	S
Seventh Grade Assistant Lacrosse Coach	0.03750	1,205	S
Eighth Grade Volleyball Coach	0.07500	2,405	F
Eighth Grade Assistant Volleyball Coach	0.03750	1,205	F
Seventh Grade Volleyball Coach	0.07500	2,405	F
Seventh Grade Assistant Volleyball Coach	0.03750	1,205	F
Cross Country Coach	0.07500	2,405	F
Assistant Cross Country Coach	0.03750	1,205	F

APPENDIX B
 ADDED PAY SCHEDULE

Swimming Coach	0.05500	1,765	W
Football Eighth Grade Cheerleader Coach	0.07500	2,405	F
Football Seventh Grade Cheerleader Coach	0.07500	2,405	F
Basketball Eighth Grade Cheerleader Coach	0.07500	2,405	W
Basketball Seventh Grade Cheerleader Coach	0.07500	2,405	W
Boys Athletics			
Eighth Grade Feeder Football Coach	0.10000	3,210	F
Eighth Grade Feeder Assistant Football Coach	0.05000	1,605	F
Seventh Grade Feeder Football Coach	0.10000	3,210	F
Seventh Grade Feeder Assistant Football Coach	0.05000	1,605	F
Wrestling Coach	0.07500	2,405	W
Assistant Wrestling Coach	0.03500	1,125	W
Non-Athletic Assignments:			
Middle School Jazz Band	0.05000	1,605	Y
Middle School Jazz Choir	0.05000	1,605	Y
Middle School Jazz Orchestra	0.05000	1,605	Y
Theatre Director	up to 0.05000	550 to 1,605	Y
Yearbook Sponsor	0.03000	965	Y
Debate Coach	0.01000	325	Y
Move to Stand	0.02000	645	Y
Academic Competition (Full Squad Competing Teams)	0.05000	1,605	Y
Robotics Coach	0.05000	1,605	Y
Junior Honor Society	0.01500	485	Y
Student Council	0.01500	485	Y
Science Fair Coordinator	0.01700	550	W
ELEMENTARY ASSIGNMENTS:			
Athletics			
System-wide Athletic Director	0.24000	7,695	Y
Boys Basketball Coach	0.04850	1,555	W
Boys Softball Coach	0.02100	675	S
Boys Track Coach	0.01500	485	F
Boys Football Coach	0.04850	1,555	S
Boys Soccer Coach	0.04850	1,555	F
Boys Volleyball Coach	0.04850	1,555	S
Lacrosse Coach	0.03200	1,030	S
Girls Volleyball Coach	0.04850	1,555	F
Girls Basketball Coach	0.04850	1,555	W
Girls Softball Coach	0.02100	675	S
Girls Track Coach	0.01500	485	F
Girls Soccer Coach	0.04850	1,555	S
Assistant Basketball Coach	0.02425	780	W
Assistant Softball Coach	0.01050	340	S
Assistant Track Coach	0.00750	245	F

APPENDIX B
ADDED PAY SCHEDULE

Assistant Football Coach	0.02425	780	S
Assistant Soccer Coach	0.02425	780	F
Assistant Lacrosse Coach	0.01600	515	S
Assistant Volleyball Coach	0.02425	780	S
Football Cheerleader Coach	0.02500	805	S
Basketball Cheerleader Coach	0.02500	805	W
Non-Athletic Assignments:			
Drumming	0.04800	1,540	Y
Safety Patrol Sponsor	0.01700	550	Y
Science Fair Coordinator	0.01700	550	W
Robotics Coach	0.05000	1,605	F
Academic Competition (Full Squad Competing Teams)	0.05000	1,605	VARIABLES
Oratorical	0.02400	770	S
Student Council	0.00750	245	Y
UNIFIED SPORTS			
Special Olympics Coordinator (hourly rate)		7.50	Y
Special Olympics Basketball Coach - Traditional	0.04100	1,315	W
Special Olympics Middle/Elementary School Coach - Unified	0.04100	1,315	S
ELKHART AREA CAREER CENTER			
Lead teacher at EACC Annex	0.10000	3,210	Y
Vocational Club Coordination Sponsor	0.05000	1,605	Y
Vocational Advisors	0.01500	485	Y
Attendance at State Competition		500	C
Attendance at National Competition		1,000	C
Approved Equipment Repair, Maintenance or Procurement (hourly rate)	0.00100	32.06	C
Guidance Chairperson	0.07000	2,245	Y
Student Enterprise Program Sponsor	0.04100	1,315	Y
National Honor Society Sponsor	0.03000	965	Y
B-2 ADDED PAY/INCLUDED DUTY			
SYSTEM-WIDE ASSIGNMENTS			
6 th Grade Band	0.04800	1,540	Y
6 th Grade Orchestra	0.04800	1,540	Y
Psychologist	0.06800	2,185	Y
HIGH SCHOOL ASSIGNMENTS			
Boys Football Coach	0.30000	9,620	Y
Boys Basketball Coach	0.30000	9,620	Y
Director of Bands	0.18000	5,775	Y
Lead Band Director Freshman Division	0.13010	4,175	Y
Assistant Band Director	0.09000	2,890	Y
Head Band Director Competitive Marching Band	0.15000	4,810	Y
Assistant Band Director Competitive Marching Band	0.07500	2,405	Y
Director of Orchestras	0.12000	3,850	Y
Lead Orchestra Director Freshman Division	0.10000	3,210	Y

APPENDIX B
 ADDED PAY SCHEDULE

Assistant Orchestra Director	0.06000	1,925	Y
Director of Choirs	0.12000	3,850	Y
Lead Choir Director Freshman Division	0.10000	3,210	Y
Assistant Choir Director	0.06000	1,925	Y
Yearbook Sponsor	0.14000	4,490	Y
Publication Sponsor	0.14000	4,490	Y
Media Specialist	0.04700	1,510	Y
MIDDLE SCHOOL ASSIGNMENTS:			
Activities Director	0.17000	5,455	Y
Media Specialist	0.03000	965	Y
Middle School Band	0.10000	3,210	Y
Assistant Middle School Band	0.05000	1,605	Y
Middle School Orchestra	0.10000	3,210	Y
Assistant Middle School Orchestra	0.05000	1,605	Y
Middle School Choir	0.10000	3,210	Y
Assistant Middle School Choir	0.05000	1,605	Y
ELEMENTARY ASSIGNMENTS			
Elementary Music	0.01000	325	Y
** Contest Advancement – This provision is applicable for all extra-curricular and co-curricular programs with officially sanctioned contests. When a program advances beyond sectionals (or the first round equivalent), “coaches” are eligible for this stipend paid by claim, signed by the Building Principal, for each additional level of competition (e.g. regional, semi-state, state, etc.).			

APPENDIX D
GRIEVANCE REPORT FORM

STEP 1 (INFORMAL LEVEL)

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STATEMENT OF GRIEVANCE

- A. Teacher(s) involved. _____

- B. Date grievance occurred. _____

- C. Specific facts giving rise to grievance. _____

- D. Article and Section of Agreement or Board Policy violated.

- E. Specific relief requested. _____

- F. Date informal meeting held. _____
- G. Decision by principal and date grievant was informed of decision. _____

Principal's Signature

Grievant(s) signature.

Distribution of copies:
Superintendent
Grievant(s)

Principal or authorized administrator
Grievance Chairperson

APPENDIX D

GRIEVANCE REPORT FORM (Page 2)

STEP 2 (FORMAL LEVEL)

H. Date grievance formally submitted to principal or authorized administrator.

I. Disposition by principal or authorized administrator and date given to grievant(s). _____

_____ Date _____

*J. Resolution accepted. _____

STEP 3 (SUBMISSION TO SUPERINTENDENT OR DESIGNEE)

K. Date Step 3 grievance filed with superintendent. _____

L. Signature of grievant(s). _____

M. Date received by superintendent or authorized representative. _____

N. Disposition by superintendent or authorized representative. _____

*O. Date superintendent's response distributed. _____

P. Date received by grievant. _____

STEP 4

*Q. Position of Association by _____

Resolution accepted _____

Proceed to board hearing _____

**Note: Distribution of copies is to be made after Item K by the grievant, after Q by the Association and after Items O and T/U by the Administration.*

Distribution of copies:

Superintendent

Grievant(s)

Principal or authorized administrator

Grievance Chairperson

APPENDIX D

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

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

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

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

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

1. Severance:

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

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

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

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

APPENDIX D

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

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

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

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

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

2. Retirement:

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

APPENDIX D

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

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

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

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

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

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

APPENDIX D

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

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

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

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Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN
Code	po3422.12S
Status	
Adopted	December 20, 2016
Last Revised	September 13, 2022
Last Reviewed	October 25, 2022

3422.12S - EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN

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

POSITION	HOURLY WAGE RANGE
Assistant Supervisor of Transportation	25.29 - 30.92
Transportation Trainer/Dispatcher	21.28 - 24.66
Food Service Supervisor of Truck Drivers	21.29 - 24.66
Food Service Truck Driver	17.35 - 20.37
Food Service Receiving/Supply	17.35 - 20.37
Supervisor of Building Services	22.33 - 27.19
Food Service Support Specialist	19.48 - 26.76
Assistant to the Food Service Director for Secondary Schools	19.48 - 26.76
Food Service Bids & Commodity Coordinator	18.61 - 28.35
Culinary Event Coordinator	18.61 - 28.35
Assistant to the Food Service Director for Elementary Schools	19.48 - 26.76
Production Coordinator	21.28 - 24.66
Transportation Route/Driver Coordinator	21.28 - 24.66
Transportation Clerk	16.59 - 18.11
Adult/Community Education Non-Contract Teachers	32.06 36.23 *
Building Community Education Coordinator	29.23 - 36.22
Radio Station Staff Announcer	10.72 - 14.69
Radio Station Development Assistant	12.25 - 18.82
School Security Officer	31.87
Federally Funded Pupil/Program/Parent Support Person	21.25 - 30.36
Federally Funded Building Translator/Interpreter	21.25 - 30.36
Federally Funded Building Translator/Parent Liaison	16.94 - 20.92
School Parent/Community Liaison	21.25 - 30.36
District Translator	21.25 - 30.65
Evening Events Supervisor	16.40

Federally Funded After-School Organized Activities Leader	14.00
Federally Funded After-School Organized Activities Assistant	9.39
Deaf/Hard of Hearing Educational Interpreter	17.73 - 31.97
Early College Data Specialist	26.00 - 29.53
EACC Testing Specialist	26.00 - 29.53
Manager of After School and Community Programs	29.83 - 37.98
Campus Security – I	13.53 - 21.68
Campus Security – II	15.57 - 23.72
Farm Technician	16.30 - 21.30

* Hourly rate based on .00113 of the ~~certified teacher's~~ base salary set forth in Appendix B of the ~~2022-2023 2020-2021~~ Master Contract (effective October 31, 2022).

POSITION	YEARLY SALARY RANGE
Radio Station Manager	54,867 - 94,250
Radio Station Development Director	51,886 - 76,332
Radio Station Business Account Manager	41,847 - 75,134
Radio Station Program Director	41,847 - 62,095
Radio Station Senior Reporter and Assignment Editor	36,731 - 51,809
Radio Station Operations Manager	30,280 - 46,910
Radio Station Morning Edition Host	33,792 - 50,753
Radio Station Promotions Manager	34,635 - 49,460
Radio Station Membership Manager	43,727 - 57,629
Radio Station Business/Workforce Development Reporter - IPB News	34, 820 - 49,430
Radio Station News Director/Reporter	45,000 - 60,000
Olweus Bullying Prevention Program Coordinator	49,825 - 62,170
Education and Engagement Coordinator	41,847 - 75,134
Adult and Community Education Program Manager	68,875 - 79,663
Transition Specialist	40,000 - 60,000
Scheduling Coordinator (11 months)	55,000 - 70,000
Building Services Manager	70,485 - 90,865
Energy and Risk Management Specialist	55,200 - 75,580
Data and Assessment Manager	68,975 - 79,763
Data Specialist	42,584 - 64,489
Communication Specialist	42,584 - 64,489
<u>Substitute Coordinator</u>	<u>44,983 - 54,081</u>
Staff Accountant	45,010 - 57,238
School Psychologist Intern	<u>41,500</u> 41,000
21st Century Community Learning Center Coordinator	2,500 (per semester)

An hourly employee who is required to report to work to respond to an emergency outside the employee's regular work hours will be paid for a minimum of two (2) hours.

Performance Awards for Radio Station Employees

The Radio Station Manager may propose performance awards to be paid to radio station employees who achieve performance goals established by the Station Manager and approved by the Chief Financial Officer.

The proposed goals, once approved by the Chief Financial Officer, shall be presented in writing to the radio station employee.

Radio station employees who achieve their performance goals shall be paid their award during the fiscal year when the goal is met.

Fringe Benefits

A. Income Protection and Annuities

The Elkhart Community Schools provide 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.

B. Insurance

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

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

C. Severance Benefits

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

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment. 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 the use of all personal leave and unused vacation days.

2. Retirement, Death, or Disability

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

- a. For purposes of this benefit, retirement shall be defined as a resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six (6) months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.
- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying 100% of the premiums in advance at the business office.
- d. A miscellaneous employee who retires at age fifty-five (55) or older with ten (10) or more consecutive years of service, or a miscellaneous employee who dies with ten (10) or more consecutive years of service is eligible to select one (1) of the following benefits based upon the employee's daily rate at the time of retirement:
 1. One (1) day's pay for each full year employed by the Elkhart Community Schools, or
 2. At least forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in the Employees' employee booklet.

In the case of the death of an eligible employee, this benefit will be paid to the employee's beneficiary.

D. Change in Classification

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

Dependent Textbook Fee Stipend

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

Absences

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

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

Personal Illness/Family Illness Absence

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

Full-time classified personnel 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 200 days as personal illness.

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

Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to 120 workdays. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

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

Attendance Incentive Program

During the month of January, any miscellaneous employee who has perfect attendance, other than vacation, bereavement, or personal leave, in any full year subsequent to January 1, 2019, shall be paid the sum of \$100 each year; any employee who is absent for any reason for five (5) or less days, other than vacation, bereavement, or personal leave, shall be paid a sum of \$50.

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 payment by using available illness absence, personal business, and/or vacation benefits.

Bereavement

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

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

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

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

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

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

Military Leave

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

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

Health Leave

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

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

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

Health Leave - Procedure

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

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

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

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

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

Personal Leave

Full-time and regular school year classified personnel are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. If an employee retains all three (3) personal business days at the end of the year, s/he can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

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

Personal Leave - Procedure

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

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

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

Jury and Witness Duty Pay

Jury Duty

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

Witness Duty

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

Parental Leave

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

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

Adoptive Leave

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

Maternity Leave

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

Holidays and Vacations 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 on the day before and after the holiday.

- A. Full-time classified 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

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Independence Day – two (2) days

Labor Day

Thanksgiving - two (2) days

Christmas - two (2) days

- 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 the approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to the 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 a 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 the 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 Day and the following Friday (two (2) days)

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

Vacations

A. A full-time employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.

B. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.

C. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for five (5) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.

D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.

E. 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 days' 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 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 the requested vacation, and shall be subject to the approval of the immediate supervisor.

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.

J. Only twelve (12) month employees will be entitled to paid vacation days.

K. Radio Station Manager, Data and Assessments Manager, and Building Services Manager shall be eligible for twenty (20) days of vacation each contract year, exclusive of weekends and holidays, at a time(s) approved by the staff member's immediate supervisor(s). Upon completion of five (5) years of employment with the Elkhart Community Schools in such position, or when previous employment provided relatively comparable experience, said managers shall be eligible for twenty-five (25) days of vacation each year.

Vacation days will be available to the said managers during the twelve (12) months of the calendar year and for six (6) months beyond. Unused vacation days will not be cumulative after the expiration of the eighteen (18) month period and shall at that time be transferred to sick leave and be available for use as sick leave days, provided at no time may more than the number of hours equal to the number of scheduled workdays in the current year accumulate for use as sick leave.

Revised 1/24/17

Revised 6/27/17

Revised 10/24/17

Revised 12/12/17

Revised 5/8/18

Revised 8/14/18

Revised 11/13/18

Revised 12/11/18

Revised 12/18/18

Revised 2/12/19

Revised 3/12/19

Revised 6/25/19

Revised 8/13/19

Revised 10/7/19

Revised 12/10/19

Revised 2/11/20

Revised 8/25/20

Revised 11/24/20

Revised 1/12/21

Revised 3/9/21

Revised 8/10/21

Revised 9/14/21

Revised 12/14/21

Revised 4/12/22

Revised 5/10/22

Revised 9/13/22

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RESOLUTION TO ADOPT THE 2023
CAPITAL PROJECTS FUND PLAN
(20-2305)

This resolution is adopted by the Board of School Trustees of the Elkhart Community Schools, Elkhart, Elkhart County, Indiana:

WHEREAS, A School Capital Projects Fund has been established; and

WHEREAS the Board of School Trustees is required under I.C. 20-40-18-6 to adopt a plan with respect to the Capital Projects Fund; and

WHEREAS, the Board of School Trustees held a public hearing on the capital projects plan on October 11, 2022, at 2720 California Road, Elkhart, Indiana;

THEREFORE, BE IT RESOLVED, by the Board of School Trustees that the plan for Elkhart Community Schools for the years 2023 through 2025 is hereby incorporated by reference into this resolution, and is adopted as the Board of School Trustees' plan with respect to the School Capital Projects Plan.

BE IT FURTHER RESOLVED, that the Board of School Trustees shall submit a certified copy of this resolution (including the adopted plan) to the Department of Local Government as required by I.C. 20-40-18-6 for approval.

ADOPTED THIS 25th DAY OF OCTOBER, 2022.

AYE

NAY

BOARD OF SCHOOL TRUSTEES, ELKHART COMMUNITY SCHOOLS

ATTEST: _____, Secretary
Board of School Trustees, Elkhart Community Schools

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

TAX NEUTRALITY RESOLUTIONS

WHEREAS, the School Pension Debt Service Fund has been established for the purpose of budgeting principal and interest payments on the pension bond debt authorized under Indiana Code 20-48-1-2,

WHEREAS, Elkhart Community Schools issued debt pursuant to Indiana Code 20-48-1-2 in June 2006;

WHEREAS, Indiana Code 20-48-1-2 provides that a School Corporation shall reduce the total property tax levy for its Operations Fund in an amount equal to the debt service levy approved for the School Pension Debt Service Fund;

WHEREAS, the Indiana Department of Local Government Finance will determine the total property tax levy reduction amount necessary for the 2023 budget over the course of its budget review process;

THEREFORE, BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF ELKHART COMMUNITY SCHOOLS that the Chief Financial Officer is authorized to apply the tax neutrality reduction required under Indiana law to the Operations Fund with the amount to be reported to the Board of School Trustees after it has been approved.

ADOPTED THIS 25TH DAY OF OCTOBER, 2022.

AYE

NAY

BOARD OF SCHOOL TRUSTEES, ELKHART COMMUNITY SCHOOLS

ATTEST: _____, Secretary
Board of School Trustees, Elkhart Community Schools

ELKHART COMMUNITY SCHOOLS

RESOLUTION TO REDUCE BUDGET

- (Reduce total budget estimate, Budget Form 4B, Line 15 – 2023)
- (Reduces necessary expenditures, Jul 1 – Dec 31, Budget Form 4B, Line 5 – 2022)
- (Reduces Operating Balance, Budget Form 4B, Line 18)
- (Reduces Net Amount to be Raised, Budget Form 4B, Line 11)
- (Reduces Property Tax Rate, Budget Form 4B)

WHEREAS, it may be necessary to make reductions in certain existing appropriations, and reductions in the proposed budget estimate, operating balance, net amount to be raised, and/or tax rates and

WHEREAS, the exact amount of such reductions will be determined through the budget approval process conducted by the Indiana Department of Local Government Finance.

NOW, THEREFORE, BE IT RESOLVED:

- (1) The Chief Financial Officer is authorized to reduce the appropriate lines on Budget Form 4B determined to be necessary through the DLGF budget approval process
- (2) Said reductions are understood to modify figures and amounts referenced in other budget documents, including Budget Form 3 (Notice to Taxpayers), and Budget Form 4 (Resolution for Appropriations and Tax Rates).
- (3) The Chief Financial Officer is directed to report on the amount of reduction(s) at a regular meeting of the Board of School Trustees.

ADOPTED THIS 25TH DAY OF OCTOBER, 2022.

AYE

NAY

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BOARD OF SCHOOL TRUSTEES, ELKHART COMMUNITY SCHOOLS

ATTEST: _____, Secretary
Board of School Trustees, Elkhart Community Schools

RESOLUTION TO ADOPT THE 2023
BUS REPLACEMENT PLAN
(20-2305)

This resolution is adopted by the Board of School Trustees of the Elkhart Community Schools, Elkhart, Elkhart County, Indiana:

Whereas a School Bus Replacement Plan has been established; and

Whereas the Board of School Trustees is required under I.C. 20-40-18-9 to adopt a plan with respect to the School Bus Replacement; and

Whereas the Board of School Trustees held a public hearing on the plan on the 11th day of October, 2022, at 2720 California Road, Elkhart, Indiana;

THEREFORE, BE IT RESOLVED, by the Board of School Trustees that the plan entitled School Bus Replacement Plan for the years 2023 through 2027, is hereby incorporated by reference into this resolution, and is adopted as the Board of School Trustees' plan with respect to the School Bus Replacement Plan.

BE IT FURTHER RESOLVED, that the Board of School Trustees shall submit a certified copy of this resolution (including the adopted plan and the Calculation Worksheet) to the Department of Local Government as required by I.C. 20-40-18-9 for approval.

ADOPTED THIS 25th DAY OF OCTOBER, 2022.

AYE

NAY

BOARD OF SCHOOL TRUSTEES, ELKHART COMMUNITY SCHOOLS

ATTEST: _____, Secretary
Board of School Trustees, Elkhart Community Schools

Resolution for Tax Anticipation Warrant

Let this Resolution serve as notice for the Elkhart Community School Board intentions for a Tax Anticipation Warrant in Budget Year 2023, in accordance with IC 20-48-1-9, for Elkhart School Corporation. It is estimated that the Warrant will cost approximately \$50,000 in interest expense. Final borrowing and interest amounts will be determined by the Indiana Bond Bank at the time of transaction.

This resolution was duly made, seconded, and adopted this 25th Day of October 2022.

_____ Board President

_____ Board Vice President

_____ Board Member

_____ Board Member

_____ Board Member

_____ Board Member

_____ Board Member

_____ Attest: Board Secretary

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
 Prescribed by the Department of Local Government Finance

Budget Form No. 4
 Generated 10/13/2022 3:48:51 PM

Ordinance / Resolution Number:

Be it ordained/resolved by the **ELKHART COMMUNITY SCHOOLS** that for the expenses of **ELKHART COMMUNITY SCHOOL CORPORATION** for the year ending December 31, **2023** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **ELKHART COMMUNITY SCHOOL CORPORATION**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **ELKHART COMMUNITY SCHOOLS**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
ELKHART COMMUNITY SCHOOLS	School Board	10/25/2022

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0022	REFERENDUM FUND - EXEMPT OPERATING - POST 2009	\$3,671,408	\$0	0.0000
0061	RAINY DAY	\$3,750,000	\$0	0.0000
0180	DEBT SERVICE	\$12,567,082	\$12,500,000	0.3482
0186	SCHOOL PENSION DEBT	\$3,080,213	\$3,100,000	0.0863
0287	REFERENDUM DEBT FUND - EXEMPT CAPITAL - POST 2009	\$1,382,000	\$1,300,000	0.0320
3101	EDUCATION	\$87,973,820	\$0	0.0000
3300	OPERATIONS	\$44,793,344	\$27,250,000	0.7590
		\$157,217,867	\$44,150,000	1.2255

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
 Prescribed by the Department of Local Government Finance

Budget Form No. 4
 Generated 10/13/2022 3:48:51 PM

Name		Signature
Dacey Davis	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Troy Scott	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Douglas Weaver	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Babette Boling	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Roscoe Enfield Jr.	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Kellie Mullins	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Anne VonDerVellen	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST

Name	Title	Signature
Douglas Weaver	Board Secretary	

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1

Yes No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31

Yes No

ACCOUNT BALANCES/INVESTMENT DETAIL
September 2022

CASH:

Petty Cash	\$	500.00
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BANK ACCOUNTS:

Teachers Credit Union	\$	2,984,963.89
Lake City Bank – Accounts Payable		(4,605,828.60)
Lake City Bank – Payroll Account		(580,671.93)
Lake City Bank – Flex Account		74,038.97
Lake City Bank – Merchant Account		-
Lake City Bank – Prepaid Lunch		347,541.94
Lake City Bank – Deposit Account		36,042,341.36
Lake City Bank – Book Rental		-
BMO Harris Bank (UMR insurance)		407,420.00

INVESTMENTS:

Certificate of Deposit		-
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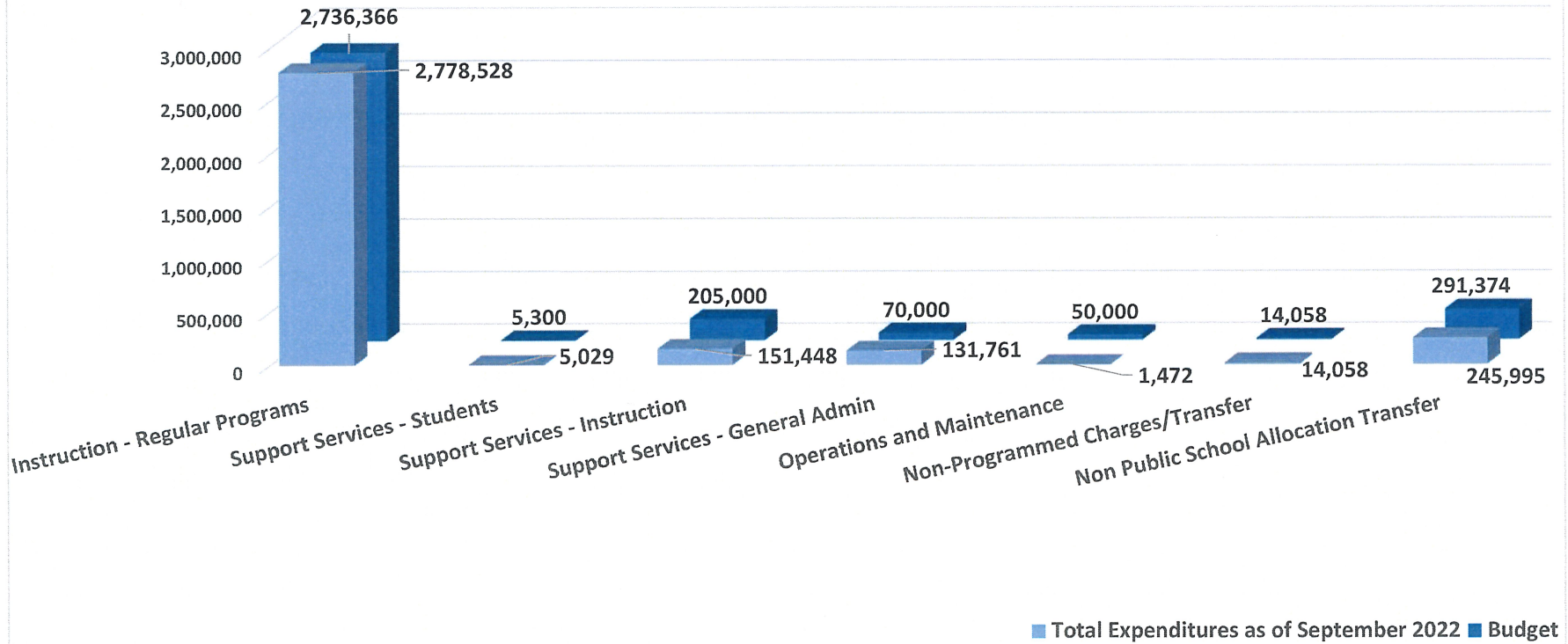
\$ 34,670,305.63

ESSER I Utilization Review

<i>Total Expenditures as of September 2022</i>	<i>Total % of Allocation Expended</i>	<i>Account</i>	<i>Budget</i>	<i>% of total Budget</i>
2,778,528.03	101.54%	Instruction - Regular Programs	\$2,736,365.57	81.15%
5,028.75	94.88%	Support Services - Students	\$5,300.00	0.16%
151,448.43	73.88%	Support Services - Instruction	\$205,000.00	6.08%
131,761.12	188.23%	Support Services - General Admin	\$70,000.00	2.08%
1,472.00	2.94%	Operations and Maintenance	\$50,000.00	1.48%
14,057.60	100.00%	Non-Programmed Charges/Transfer	\$14,057.60	0.42%
245,994.81	84.43%	Non Public School Allocation Transfer	\$291,374.40	8.64%
3,328,290.74	98.70%		\$3,372,097.57	100.00%

Expenditures incurred during September 2022 consisted of technology secured by the Boys & Girls Club and St. Vincent School per budgeted allocations.

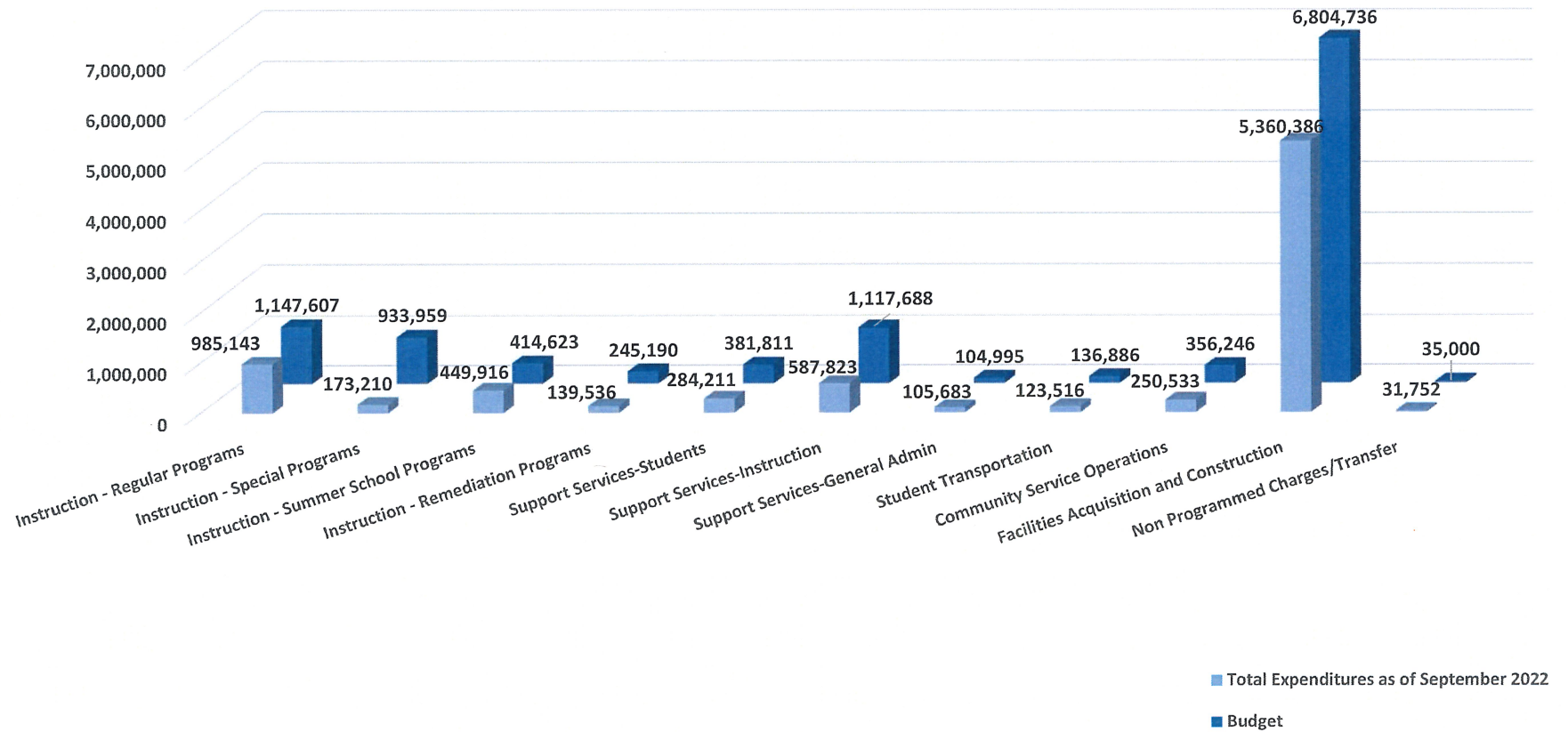
ESSER I - Expenditure to Budget as of 09/30/22



ESSER II - Utilization Review

<i>Total Expenditures as of September 2022</i>	<i>Total % of Allocation Expended</i>	<i>Account</i>	<i>Budget</i>
\$985,142.54	85.84%	Instruction - Regular Programs	\$1,147,607.00
\$173,209.67	18.55%	Instruction - Special Programs	\$933,959.00
\$449,915.92	108.51%	Instruction - Summer School Programs	\$414,623.00
\$139,535.69	56.91%	Instruction - Remediation Programs	\$245,190.00
\$284,210.87	74.44%	Support Services-Students	\$381,811.00
\$587,823.21	52.59%	Support Services-Instruction	\$1,117,687.89
\$105,683.07	100.66%	Support Services-General Admin	\$104,995.00
\$123,515.71	90.23%	Student Transportation	\$136,886.00
\$250,533.24	70.33%	Community Service Operations	\$356,246.00
\$5,360,386.31	78.77%	Facilities Acquisition and Construction	\$6,804,736.00
\$31,752.16	90.72%	Non Programmed Charges/Transfer	\$35,000.00
8,491,708.39	72.71%		\$11,678,740.89

ESSER II - Expenditure to Budget as of 9/30/22

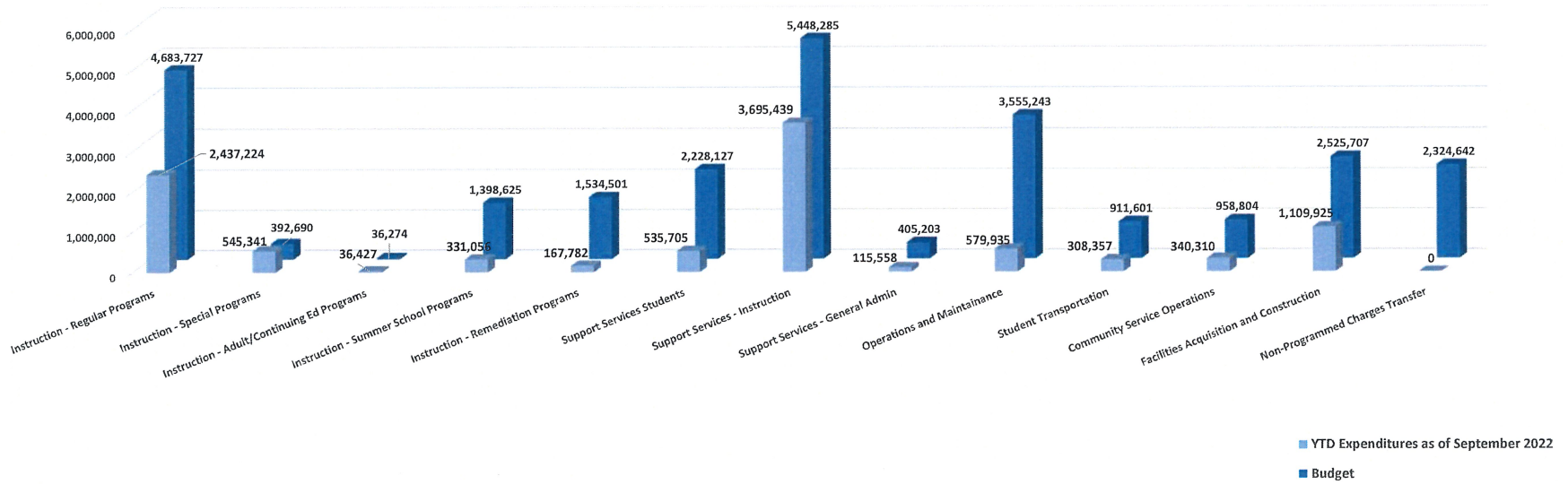


ESSER III - Utilization Review

YTD Expenditures as of September 2022	Total % of Allocation Expended	Account	Budget	% of Total Budget
2,437,223.71	52.04%	Instruction - Regular Programs	\$4,683,726.72	17.74%
545,341.33	138.87%	Instruction - Special Programs	\$392,690.00	1.49%
36,426.94	100.42%	Instruction - Adult/Continuing Ed Programs	\$36,274.00	0.14%
331,055.84	23.67%	Instruction - Summer School Programs	\$1,398,625.00	5.30%
167,782.19	10.93%	Instruction - Remediation Programs	\$1,534,501.00	5.81%
535,705.12	24.04%	Support Services Students	2,228,127.00	8.44%
3,695,439.48	67.83%	Support Services - Instruction	5,448,285.00	20.63%
115,558.25	28.52%	Support Services - General Admin	405,203.00	1.53%
579,934.73	16.31%	Operations and Maintainance	3,555,243.00	13.47%
308,356.58	33.83%	Student Transportation	911,601.00	3.45%
340,310.14	35.49%	Community Service Operations	958,804.00	3.63%
1,109,925.35	43.95%	Facilities Acquisition and Construction	\$2,525,707.00	9.57%
0.00	0.00%	Non-Programmed Charges Transfer	\$2,324,642.00	8.80%
\$10,203,059.66	38.64%		\$26,403,428.72	100.00%

Expenditures for September 2022 consisted of salaries/benefits, professional development, and supplies for budgeted programming.

ESSER III - Expenditure to Budget as of 9/30/2022



Medical Plan Experience

September 2022

	<u>Cur Mo</u>	<u>Cur Mo Pr Yr</u>	<u>Chg</u>	<u>YTD Cur</u>	<u>YTD Pr</u>	<u>Chg</u>
UMR Medical	\$ 13,189	\$ 536,760	\$ (523,571)	\$ 1,008,585	\$ 6,128,511	\$ (5,119,926)
Anthem Medical	\$ 469,275	\$ -	\$ 469,275	\$ 4,033,336	\$ -	\$ 4,033,336
CVS Rx	\$ 215,334	\$ 220,252	\$ (4,918)	\$ 1,513,910	\$ 1,438,221	\$ 75,689
Rx Rebate	\$ (190,324)	\$ (233,018)	\$ 42,694	\$ (524,418)	\$ (587,767)	\$ 63,349
Less Amt Above Stop Loss	\$ -		\$ -	\$ (14,086)	\$ -	\$ (14,086)
Claim Cost Total	\$ 507,474	\$ 523,994	\$ (16,520)	\$ 6,017,327	\$ 6,978,965	\$ (961,638)
Expected Claim Cost	\$ 842,788	\$ 820,188	\$ 22,600	\$ 7,764,880	\$ 7,832,119	\$ (67,239)
Claims vs. Expected	\$ (335,314)	\$ (296,194)		\$ (1,747,553)	\$ (853,154)	
Non Claim Costs (administration, clinic, pharmacy, stop-loss)	\$ 220,487	\$ 199,144	\$ 21,343	\$ 1,980,013	\$ 1,858,054	\$ 121,959
Total Cost (Claim + Non-claim)	\$ 727,961	\$ 723,138		\$ 7,997,340	\$ 8,837,019	
Enrollment	986	976		9,102	9,300	
Cost Per Employee Per Month (PEPM)	\$ 738.30	\$ 740.92		\$ 878.64	\$ 950.22	-7.5%
Paid Claims Per Employee				\$ 661.10	\$ 750.43	-11.9%