

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

August 8, 2023

CALENDAR

Aug	8	5:30 p.m.	Executive Session, J.C. Rice Educational Services Center
Aug	8	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Aug	22	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Aug	22	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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

- Minutes – July 25, 2023 – Regular Board Meeting
  - Claims
  - Fundraisers
  - Gift Acceptances
  - Conference Leaves
  - Grants
  - Personnel Report

- F. NEW BUSINESS

Independent Contractor Consulting Agreement: The administration presents an Independent Contractor Consulting Agreement with Speicher Fields, Inc. for Board approval.

2024 Board Meeting Schedule – The administration presents the proposed Board Meeting Schedule for 2024 for initial review.

ILearn Results

Elkhart Building Corporation Appointment

Board Policy 2623.01 - Test Administration and Security Provisions for Statewide Assessments – The administration presents proposed changes to Board Policy 2623.01 – Test Administration and Security Provisions for Statewide Assessments for initial review.

Board Policy 3422.03S – Bus Driver Compensation – The administration presents proposed changes to Board Policy 3422.03S – Bus Driver Compensation for initial review.

Board Policy 3422.12S – Employees in Miscellaneous Positions Compensation Plan – The administration presents proposed changes to Board Policy 3422.12S – Employees in Miscellaneous Positions Compensation Plan for initial review.

Board Policy 5517.01 – Bullying Prevention – The administration presents proposed changes to Board Policy 5517.01 – Bullying Prevention for initial review.

Administrative Regulation – GDBA-10 Miscellaneous Position Pay Schedule – The administration presents proposed changes to Administrative Regulation – GBDA-10 Miscellaneous Position Pay Schedule for initial review and requests to waive second reading.

Administrative Regulation - JFC-(1) Guidelines for a Safe Learning Community – The administration presents proposed changes to Administrative Regulation – JFC-(1) Guidelines for a Safe Learning Community for review.

G. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

H. ADJOURNMENT

MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana

July 25, 2023

J.C. Rice Educational Services Center, 2720 California Road, Elkhart  
– at 7:04 p.m.

Place/Time

Roll Call

Board Members Present:	Dacey S. Davis Troy E. Scott Douglas K. Weaver	Jeffrey S. Bliler Mike Burnett Kellie L. Mullins Anne M. VonDerVellen
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Board President Dacey Davis called the regular meeting of the Board of School Trustees to order.

Call to  
Order

Board Member Mike Burnett recited the Elkhart Promise.

The Elkhart  
Promise

Ms. Davis discussed the invitation to speak protocol.

By unanimous, the Board approved the following consent items:

Consent Items

Minutes – July 11, 2023 – Public Work Session  
Minutes – July 11, 2023 – Regular Board Meeting  
Minutes – July 13, 2023 – Special Board Meeting

Minutes

Payment of claims totaling \$8,291,134.13 as shown on the July 25, 2023, claims listing. (Codified File 2324-007)

Payment of  
Claims

Proposed school fundraisers in accordance with Board policy. (Codified File 2324-008)

Fundraisers

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the July 25, 2023 listings. Board member Kellie Mullins requested, in the future, the administration provide further information about conference leave requests to ensure the district's investment is bringing best practices to support ECS students. (Codified File 2324-009)

Conference  
Leave  
Requests

Confirmed overnight trip request for Elkhart High School (EHS) Girls Cross Country Varsity Team to travel to Marion, Indiana

Overnight Trip  
Request

on September 1 – 2, 2023 for the Marion Invitational at Indiana Wesleyan University.

	Personnel Report
One (1) agreement for administrative services. (Codified File 2324-010)	Agreement
Administrative appointment of the following one (1) certified staff member: Westin Hanson – Assistant Principal at North Side, 8/1/23	Administrative Appointment
Employment of the following thirteen (13) certified staff effective on dates indicated: Daniel Andree – Social Studies at North Side, 8/14/23 Andrew Brabender – Physical Education at Elkhart High, 8/14/23 Brian Brockey – Career Readiness at West Side, 8/14/23 Jennifer Churchill – Social Studies at North Side, 8/14/23 Jennifer Glover – Grade 5 at Monger, 8/14/23 Madison Gomez – Grade 3 at Riverview, 8/14/23 Karl Karch – Special Education Intern at Elkhart High, 8/14/23 Brian Ketchum – Special Education Intern at Elkhart High, 8/14/23 Abbey McNeill – Social Studies at North Side, 8/14/23 Morgan Rush – Cosmetology at Career Center, 8/14/23 Justin Tidey – Special Education Intern at Elkhart High, 8/14/23 Megan Vansickle – Kindergarten at Eastwood, 8/14/23 Caitlin Wynne – Social Worker at Bristol, 8/14/23	Certified Employment
Resignation of the following four (4) certified staff members, effective on date indicated: JeNeve Adams – Principal at Freshman Division, 7/31/23 Brian Bennett – Instructional Technology Specialist at ECS, 8/27/23 David Cassell – Special Education at PRIDE Academy, 5/25/23 Sharon Durkin – ENL at Elkhart High, 5/2/23 Amy Murray – Counselor at West Side, 6/1/23 Collin Pica – Social Studies at North Side, 5/25/23 Kara Sears – FACS at Elkhart High, 5/25/23 Morgan Tepe – Kindergarten at Beardsley, 5/25/23 Shaleta West – Special Education at Pierre Moran, 5/25/23	Certified Resignations

<p>Extension of leave for the following one (1) certified employee, effective on dates indicated:  DeVetta Farrow – Assistant Principal at Pierre Moran, beginning 7/1/23 and ending on 8/11/23</p>	Certified Leaves
<p>Unpaid leave for the following one (1) certified employee, effective on dates indicated:  Shalon White – Kindergarten at Bristol, beginning 8/14/23 and ending on 5/31/24</p>	
<p>Employment of the following one (1) classified employee effective on dates indicated:  Laurie Garber – Custodian at Osolo, 7/24/23</p>	Classified Employment
<p>Reassignment of the following classified employee to a certified position on date indicated:  Jennifer Glover – Paraprofessional at Monger, 8/14/23</p>	Classified Reassignment
<p>Resignation of the following four (4) classified employees, effective on dates indicated:  Lynda Barker – Food Service at Woodland, 5/25/23  Rachel Buckley – Secretary at Cleveland, 6/9/23  Anita Delucenay – Bus Driver at Transportation, 5/25/23  Cynthia Irons – Food Service at Woodland, 5/26/23</p>	Classified Resignations
<p>Retirement of the following two (2) classified employee, effective on date indicated:  Michelle Draper – Technical Assistant at Beck, 5/25/23 with 21 Years of Service  Debora Krallman – Technical Assistant at Career Center, 5/25/23 with 31 Years of Service</p>	Classified Unpaid Leaves
<p>Termination of the following one (1) classified employee, effective on date indicated:  Mary Hayford – Secretary at ESC, 7/25/23 in accordance with Policy 3139.01S</p>	Classified Termination
<p>By unanimous action, the Board approved proposed revisions to Board Policy 3410.01CS – Substitute Compensation as presented during the July 11, 2023 meeting. In response to Board inquiry, Doug Thorne, District Counsel/Chief of Staff, confirmed the enhanced rates only apply to teachers who retire from ECS or another Indiana district.</p>	Board Policy 3410.01CS
<p>By unanimous action, the Board approved proposed revisions to Board Policy 3422.06S – Secretarial/Business Compensation Plan as presented during the July 11, 2023 meeting.</p>	Board Policy 3422.06S
<p>By unanimous action, the Board approved proposed revisions to Board Policy 3422.12S – Employees in Miscellaneous Positions Compensation</p>	Board Policy 3422.12S

Plan as presented during the July 11, 2023 meeting. In response to an audience member's inquiry, Mr. Thorne confirmed the hourly rate range for District Translator was increasing from \$22.25 – \$31.65 to \$35.00 – \$45.00.

Superintendent Mark Mow presented proposed new course offerings for Board review for the 2023-2024 school year: Principles of Barbering & Cosmetology; Barbering & Cosmetology Fundamentals; Advanced Barbering; and Barbering & Cosmetology Capstones. (Codified File 2324-011)

New Course Offerings

The Board received a financial report from Kevin Scott, Chief Financial Officer, for June 2023 and found it to be in order. Mr. Scott reported the cash balance for June was \$45,931,935.96. Mr. Scott also noted ECS received a FEMA payment for COVID in the amount of \$482,902.

Financial Report

The Board received an insurance update for the month of June 2023. Mr. Scott reported both medical and pharmacy claims for the month of June were heavier than June of the prior year; although, higher pharmacy claims are offset by higher rebates. Year to date, claims experience is about \$300,000 higher than this time last year and running about eight (8) percent above plan. As a practice, we begin tracking plan members who reach a claim threshold of \$50,000, of which there are currently twenty (20) who have met this threshold. This is higher than last year, but lower than the previous two (2) years. As of right now, no one has met the stop loss limit. In response to Board inquiry, the stop loss limit is \$275,000. The insurance committee resumes meeting in August and will continue to look for ways to mitigate the potential for increased premiums in the coming renewal cycle.

Insurance Update

Mr. Mow reminded Board members their next meeting will be held on August 8, 2023.

From the Superintendent

By unanimous action, the Board approved the recommendation to reappoint Jeri Stahr to a four-year term through June 30, 2027, to the Elkhart Public Library Board. With regard to the second open seat, the Board directed Mr. Mow to request copies of all applications the library has received from those who expressed an interest in serving in a board position so they can be considered before making the second appointment. (Codified File 2324-012)

From the Board

Board Member Kellie Mullins commended EHS Athletics for a job well done with the volleyball camp.

Board Member Anne VonDerVellen thanked Superintendent Mow and the three (3) newly appointed administrators, Dr. Bruce Stahly, Mrs. Barb Cripe, and Mr. Frank Serge, for coming out of retirement in response to the district's call to help position Elkhart Community Schools to hire a

new superintendent. She believes with the guidance of the new administration, along with the Board working together and the support of the community, ECS can become a much stronger district and find the best superintendent to lead this district into the future.

The meeting adjourned at approximately 7:25 p.m.

Adjournment

APPROVED:

Signatures

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Dacey S. Davis, President

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Troy E. Scott, Vice President

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Douglas K. Weaver, Secretary

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Jeffrey S. Bliler, Member

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Mike Burnett, Member

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Kellie L. Mullins, Member

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Anne M. VonDerVellen, Member



School	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Elkhart High - Boys Soccer	Friends and family will be able to access Fan Angel online to pledge donations. These funds will assist in player gear and food during the season.	8/17/2023 - 8/28/2023	7/27/2023	Todd Sheely
Elkhart High - Girls Basketball	A sponsorship form will be shared with friends and family for donations. Donations will be used for team apparel, gear and travel expenses.	8/16/2023 - 2/1/2024	7/19/2023	Kenneth Hunt
	Please note the following fundraisers are presented for confirmation only.			





ELKHART COMMUNITY SCHOOLS



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

DATE: July 25, 2023

TO: Superintendent  
Board of School Trustees

FROM: Anthony England

RE: Gift Acceptance

The following donation was made to Elkhart Community Schools for the Back to School University and Do One Thing Professional Development Days:

Camile's Floral Shop  
502 W Vistula St  
Bristol, IN 46507

“Teachers are Amazing” Bottle of Epsom Bath Soak  
\$20 Gift Card

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.









































**ELKHART COMMUNITY SCHOOLS**

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

DATE: July 25, 2023

TO: Superintendent  
Board of School Trustees

FROM: Anthony England

RE: Gift Acceptance

The following donation was made to Elkhart Community Schools for the Back to School University and Do One Thing Professional Development Days:

The Brass Elk  
333 Nibco Pkwy  
Elkhart, IN 46516

\$25 Gift Card

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.

**ELKHART COMMUNITY SCHOOLS**

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

DATE: July 25, 2023

TO: Superintendent  
Board of School Trustees

FROM: Anthony England

RE: Gift Acceptance

The following donation was made to Elkhart Community Schools for the Back to School University and Do One Thing Professional Development Days:

The Dutch Kernel  
524 S Main St  
Elkhart, IN 46516

1 Popcorn Lovers Gift Basket

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.





# ELKHART COMMUNITY SCHOOLS



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

DATE: July 25, 2023

TO: Superintendent  
Board of School Trustees

FROM: Anthony England

RE: Gift Acceptance

The following donation was made to Elkhart Community Schools for the Back to School University and Do One Thing Professional Development Days:

Twisted Cow 10 - \$10 Gift Cards  
105 Co Rd 6 #2  
Elkhart, IN 46514

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.



# ELKHART COMMUNITY SCHOOLS

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

DATE: July 25, 2023

TO: Superintendent  
Board of School Trustees

FROM: Anthony England

RE: Gift Acceptance

The following donation was made to Elkhart Community Schools for the Back to School University and Do One Thing Professional Development Days:

Wellfield Gardens  
1011 N Main St  
Elkhart, IN 46514

100 General Admission Tickets and \$100 donation

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.



## Revised

**The following requests for excused absences are recommended for approval:**

2023 CONFERENCES	EXPENSES	SUBSTITUTE
<b>LITERACY STRATEGIES FOR STUDENTS WITH CVI (CORTICAL/CEREBRAL VISUAL IMPAIRMENT)</b> Participants will discuss literacy and CVI and learn how to make literacy materials for students in Phase 1 of the CVI range by considering all of their accessibility needs. Participants will be guided through techniques and strategies on how to create truly accessible literacy materials for their students. In the afternoon, there will be a Make 'N Take to create materials for students in Phase 1, especially for those who have not yet started using vision or are using it only occasionally. Plainfield, IN August 23, 2023 JULENE FITCH (0-1) - EHS FRESHMAN	\$293.57	\$0.00
<b>INDIANA LIBRARY FEDERATION YOUTH SERVICES CONFERENCE</b> 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 the opportunities through this conference to work with our public libraries to make connections on best practices for serving youth in our communities. In addition to gaining knowledge from attending sessions, I am also presenting a session on read alouds, moderating a panel for public and school library connections, and a part of the conference committee for setting up and tearing down. Indianapolis, IN <i>BNS</i> August 14, 2023 LINDSEY WALTERS (0-0) - ESC	\$552.73	
<b>MICHIGAN AUTISM CONFERENCE</b> This conference would supply CEUs (Continuing Education Units), which are needed for BCBA re-certification. I will gain additional knowledge in ABA (Applied Behavior Analysis) interventions and best practices to be applied to the classroom and school district. Kalamazoo, MI October 12-13, 2023 JESSICA MATTKE (1-2) - ESC MIRANDA MEESE (1-2) - ESC	\$621.60	

<b>NATIONAL ASSOCIATION OF THE GIFTED CONFERENCE</b> In a district where we mean "all means all", we must provide services to our identified high ability students. This is not optional, it is the law. This conference will provide the advanced knowledge and tools to learn best practices in gifted education from throughout the country. At this conference, we will be in intensive sessions for three days learning specific and practical applications of enrichment and acceleration that we will share with our colleagues. We will gain a renewed strength to continue our advocacy for high ability students at Elkhart Community Schools and ensure our brightest students are learning at the highest levels while challenging their depth and increasing their complexity of learning. Orlando, FL November 6-10, 2023 LISA ERNSBERGER (1-3) - ESC	\$2,964.00	
	<i>High Ability 2022-23</i>	
	<b>\$4,431.90</b>	<b>\$0.00</b>
2022 YEAR-TO-DATE EDUCATION FUNDS	\$22,516.62	\$2,755.00
2023 YEAR-TO-DATE EDUCATION FUNDS	\$10,946.97	\$475.00
2022 YEAR-TO-DATE OTHER FUNDS	\$198,529.66	\$6,175.00
2022 YEAR-TO-DATE ADJUSTMENTS	-\$2,547.75	\$0.00
2023 YEAR-TO-DATE OTHER FUNDS	\$233,335.65	\$4,465.00
2023 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$462,781.15</b>	<b>\$13,870.00</b>

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



ELKHART AREA CAREER CENTER

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**To: Superintendent Mow and Board of School Trustees**

**From: Brandon Eakins, EACC Director**

**Date: 8/3/2023**

### **Community Foundation Grant Proposal**

The EACC wishes to pursue a grant request with the Community Foundation of Elkhart County (CFEC) to support renovation of instructional space for the surgical services program. This is an ongoing community partnership between EACC, Ivy Tech Community College, Beacon Health Systems, St. Joseph Medical Center, and Goshen Hospital to bring sterile processing and surgical technology training to the region.

Throughout the process, the EACC has communicated its commitment to the partnership and equipment needs for both programs. Additionally, communication has consistently been delivered related to needed renovation of programming space to accommodate this offering and capital funds would be dependent upon community partners, including CFEC. We are in the process of fundraising with healthcare providers and quickly approaching the fall deadline for CFEC grant proposals. EACC's grant proposal will be dependent upon adequate funding from healthcare providers.

The EACC may choose to delay funding requests from the CFEC until 2024 if funds cannot be secured in a timely manner.

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?
Community Foundation of Elkhart County	Community Foundation of Elkhart County	EACC	Brandon Eakins	\$ 250,000.00	To help support the renovation of the shared EACC/Ivy Tech Surgical Tech & Sterile Processing Program space located at the Career Center	Career Pathway development and growth of community partnerships	Exclusive use for proposed renovation expenses	8/15/2023



## HUMAN RESOURCES

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# ELKHART

COMMUNITY SCHOOLS

## INTERNAL MEMO

**TO: MR. MARK MOW**  
**FROM: MS. MAGGIE LOZANO**  
**DATE: AUGUST 8, 2023**

### PERSONNEL RECOMMENDATIONS

#### CERTIFIED

- a. **Agreement** – We recommend the approval of a consent agreement.
- b. **Administrative Appointment** – The administration recommends confirmation of the following administrative appointment effective August 1, 2023:

<b>Brandon Cavanaugh</b>	<b>Beck/Assistant Principal</b>
<b>Jeffery Hemmerlein</b>	<b>Pierre Moran/Principal</b>

- c. **New Certified Staff** – We recommend the following new certified staff for employment in the 2023-24 school year:

<b>Umile Belmonte</b>	<b>West Side/ENL</b>
<b>Sury Bengochea De Mejias</b>	<b>Elkhart High/ENL</b>
<b>Alec Betz</b>	<b>Pinewood/Art</b>
<b>Chad Crabtree</b>	<b>West Side/Social Studies</b>
<b>Tanya Harmon</b>	<b>Woodland/Grade 3</b>
<b>Brittany Kidd</b>	<b>Beardsley/Kindergarten</b>
<b>Valerie Kite</b>	<b>Beardsley/Kindergarten</b>
<b>Caitlin Lanctot</b>	<b>Daly/Art</b>
<b>LB Hannah McDaniel</b>	<b>Woodland/Grade 3</b>
<b>Stacie Meyers</b>	<b>Career Center/Medical Assisting</b>
<b>Michael Michelakis</b>	<b>Pierre Moran/Physical Education</b>
<b>Tera Montague</b>	<b>Pinewood/Grade 1</b>



<b>Shannon Newman</b>	<b>Pierre Moran/Special Education Intern</b>
<b>April Schneider</b>	<b>Elkhart High/World Language</b>
<b>Joshua Tavernier</b>	<b>Pierre Moran/Health</b>
<b>Berea Unger</b>	<b>Eastwood/Art</b>
<b>Haley Warstler</b>	<b>Elkhart High/Social Studies</b>
<b>Aleece Weade</b>	<b>Elkhart High/Counselor</b>
<b>Marissa Zimney</b>	<b>Beardsley/Kindergarten</b>

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

<b>Maegan Banicki</b> Began: 8/13/19	<b>Freshman Division/Special Education</b> Resign: 5/25/23
<b>Kelly Blough</b> Began: 8/9/21	<b>PRIDE/K-1 Split</b> Resign: 5/25/23
<b>Richelle Davies</b> Began: 4/25/16	<b>Monger/Grade 1</b> Resign 5/25/23
<b>Allison DeShone</b> Began: 8/13/12	<b>Daly/Interventions</b> Resign: 7/28/23
<b>Deana Gregory</b> Began: 8/8/22	<b>Freshman Division/FACS</b> Resign: 5/25/23
<b>Tracey Kizyma-Whitmyer</b> Began: 1/25/07	<b>Beck/Principal</b> Resign: 8/10/23
<b>Patrick Misner</b> Began: 8/9/21	<b>ETI/Language Arts</b> Resign: 5/25/23

## **CLASSIFIED**

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

<b>Chelsea Pontius</b> Began: 6/12/23	<b>Roosevelt/Custodian</b> PE: 8/7/23
<b>Sharon Wilson</b> Began: 6/13/23	<b>Eastwood/Custodian</b> PE: 8/7/23



- b. **Re-Assignment** – We recommend the approval of a reassignment of the following classified employee to a certified position effective 8/14/2023.

**Sury Bengochea De Mejias**

**Elkhart High/ENL**

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

**Maria Martinez**  
Began: 8/17/23

**Monger/Technical Assistant**  
End: 8/24/23

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

**Alainea Carter**  
Began: 3/27/14

**PACE/Paraprofessional**  
Resign: 5/25/23

**Tiffany Fisher**  
Began: 10/22/18

**Osolo/Food Service**  
Resign: 5/25/23

**Mariah Harney**  
Began: 5/23/18

**Transportation/Bus Driver**  
Resign: 5/25/23

**Kristine Hembree**  
Began: 8/17/22

**PACE/Paraprofessional**  
Resign: 5/25/23

**Montgomery Kelly**  
Began: 3/15/22

**Eastwood/Food Service**  
Resign: 5/25/23

**Erin Kroeger**  
Began: 9/9/22

**Cleveland/Technical Assistant**  
Resign: 5/25/23

**Maria Mitchell**  
Began: 10/5/20

**Elkhart High/Paraprofessional**  
Resign: 5/25/23

**Rebecca Morgan**  
Began: 1/11/23

**Commissary/Food Service**  
Resign: 6/12/23





**HUMAN RESOURCES**

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: MR. MARK MOW**  
**FROM: MS. MAGGIE LOZANO**  
**DATE: AUGUST 8, 2023**

**ADDENDUM TO PERSONNEL REPORT**

**CERTIFIED**

- a. **Administrative Appointment** – The administration recommends confirmation of the following administrative appointment effective August 9, 2023:

**Stacy Casteel**

**Eastwood/Assistant Principal**

ELKHART COMMUNITY SCHOOLS  
Elkhart, Indiana

Regular Board of School Trustees' Meetings - 2024

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	9	2024	July	9	2024
January	23	2024	July	23	2024
February	13	2024	August	13	2024
February	27	2024	August	27	2024
March	12	2024	September	10	2024
March	26	2024	September	24	2024
April	9	2024	October	8	2024
April	23	2024	October	22	2024
May	14	2024	November	12	2024
May	28	2024	November	26	2024
June	11	2024	December	10	2024
June	25	2024	December	17	2024
			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 22 and 23, 2024, 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.



Book	Policy Manual
Section	2000 Program
Title	PROPOSED REVISED TEST ADMINISTRATION AND SECURITY PROVISIONS FOR STATEWIDE ASSESSMENTS
Code	po2623.01
Status	
Adopted	November 22, 2016
Last Revised	September 28, 2021
Last Reviewed	August 8, 2023

#### 2623.01 - **TEST ADMINISTRATION AND SECURITY PROVISIONS FOR STATEWIDE ASSESSMENTS**

It is the expectation of the Board that all staff complies with the requirements of the Indiana Department of Education (IDOE) regarding the test administration and security of the Indiana assessment system, including traditional standardized multiple-choice items, open-ended items, performance assessments, and modified/alternate assessments.

The Superintendent shall communicate annually, to all school staff members, the corporation's expectations regarding the appropriate use of test preparation materials and compliance with test security protocols. The administration will annually review school materials and practices related to appropriate strategies used to prepare students for assessments. The Superintendent shall also communicate to all staff the measures used by the corporation to monitor test administration and test security.

The Assessment and Data Coordinator is designated as the Corporation Test Coordinator (CTC). The CTC shall

- A. securely inventory and track all assessment materials in a manner which prohibits the reviewing of any secure test questions before, during, and after assessment administration;
- B. control and secure storage, distribution, administration, and collection of tests;
- C. ensure no tests are copied;
- D. follow all procedures located in the testing manuals and those outlined by the IDOE;
- E. prior to the IDOE's established deadline, ensure all appropriate staff have knowledge, through professional development, of the Indiana Ethical Practices and Procedures and understands the procedures **related to secure, administer test security and integrity, administration, and handle handling of** assessment materials;
- F. ensure test administration and test security standards and procedures are monitored by building and District level administrators to assure compliance with this policy and the Code of Ethical Practices and Procedures;
- G. establish procedures for reviewing practices and materials used to prepare students for assessments and communicating these at least annually;
- H. establish a District window for testing;
- I. communicate guidelines related to appropriate practices for preparation of students for assessments; **and**  
**be responsible for the delivery of professional development to STCs sufficient to assure each STC fully understands the responsibilities assigned to STCs.**

Upon receipt of assessment materials, the CTC shall provide for storage under lock and key at a central location. Assessment materials shall not be available to unauthorized parties. Teachers and other school staff members shall not have access to secure materials (except for the Examiner's Manual) more than four (4) hours in advance of test administration.

The CTC is responsible for the secure distribution of assessment materials to each school building. Secure test materials shall not be delivered to school buildings more than one (1) week in advance of the designated test window. Each school building principal shall designate a School Test Coordinator (STC). The STC is responsible for security of assessment materials during the time the materials are in his/her school.

The STC responsibilities include, but are not limited to, the following:

- A. ~~establishing~~ **developing** a testing schedule ~~within~~ **prior to** the testing window which adheres to the testing schedule established by the CTC and shall include assessment name, testing dates and times, applicable grade levels, content areas, and testing room locations;
- B. prohibiting the review of any secure test questions before, during, or after an administration session;
- C. establishing a process to ensure all student assessment materials are secured in a centralized locked location when not being administered and not accessed prior to the administration of the test;
- D. establishing procedures for reviewing practices and materials used to prepare students for assessments and communicating these at least annually;
- E. ensure all appropriate staff have knowledge of the Code of Ethical Practices and Procedures prior to the IDOE's established deadline, in addition to local standards, prior to testing;
- F. ensuring staff members who provide students with testing accommodations are familiar with each student's individual accommodation needs as per the student's Individual Education Plan (IEP), Individual Learning Plan (ILP), and/or Section 504 Plan prior to testing;
- G. **describe the monitoring procedures to be utilized to assure compliance and** monitor testing to ensure staff are administering assessments with fidelity in terms of test administration and test security protocols/procedures and staff are appropriately providing students with accommodations included in the IEPs, ILPs, and Section 504 Plans, CSEPs, or Service Plans;
- H. ensuring staff members who will provide students with testing accommodations receive focused training on providing such accommodations prior to testing;
- I. ensuring building staff have complied with the procedures established by the Superintendent for the annual review of materials. CTC will communicate the state's guidelines for appropriate practices for test preparation with building principals. Building principals, **along with the STC**, will be responsible for ensuring test preparation materials used by school staff are appropriate and do not violate test security protocol;
- J. arranging for the secure transport of the assessment materials to the CTC at the conclusion of the testing window following procedures outlined in the Examiner's Manual.
- K. **prior to the IDOE's established deadlines, insuring all appropriate staff have knowledge, through professional development, of the Indiana Ethical Practices and Procedures and understands the procedures related to test security and integrity, administration, and handling of assessment materials.**
- L. **providing other professional development the STC believes is necessary in order for individuals to fully understand the state and district's expectations related to the conduct of assessments and the interpretation of results.**

Each person designated as an examiner is responsible for assuring all assessment security provisions are met while each administration session is in progress. Additionally, each examiner is responsible for accounting for all assessment booklets by serial number, answer documents, and other assessment materials until returned to the STC at the conclusion of the administration session.

Each examiner, monitor, and other school personnel ~~or adult volunteer~~ authorized to be present in the room during an administration session shall be informed of prescribed assessment administration and assessment security procedures as well as ethical testing practices.

No person shall reveal or cause to be revealed, release or cause to be released, reproduce or cause to be reproduced any secure assessment materials through any means or medium including, but not limited to, electronic, photographic, photocopy, written, paraphrase, or oral.

Violations to test security include, but are not limited to the following:

- A. giving examinees access to test questions prior to testing
- B. copying, reproducing, or using in any manner any portion of any secure assessment book for any reason
- C. altering answer documents during or after a testing session, except to erase stray marks
- D. sharing an actual test instrument in a public forum
- E. deviating from the prescribed administration procedures specified in the Examiner's Manual
- F. participating in, directing, aiding, counseling, assisting, encouraging, or failing to report any acts violating this policy or the Indiana Ethical Practices and Procedures
- G. scoring student responses on the assessment before returning the answer document for official scoring
- H. providing answers to examinees

- I. comment on test content in a public forum
- J. post actual test content or paraphrase test content on social media
- K. take pictures of test materials
- L. Email, text, or instant message actual or paraphrased test content
- M. review test questions prior to, during, or after test administration
- N. any violations outlined in the Indiana Assessment Program Manual

The CTC shall establish procedures for teachers, administrators, students, parents, and other community members to voice their concerns about practices they consider inappropriate. The CTC shall investigate any complaints on inappropriate testing practices or testing irregularities. Any such investigation shall insure the protection of both the rights of the individuals involved along with the integrity of the assessment. The investigation will be performed in a manner consistent with the expectations set forth in 511 IAC 5-5-4 and include, but not be limited to, the following:

- A. a formal process by which all complaints are documented and can be tracked to resolution
- B. an initial inquiry to determine whether there is credible evidence that such an event occurred is to be conducted within one (1) school day of the receipt of the complaint
- C. if any evidence of an inappropriate testing practice or testing irregularity exists, a report to the IDOE Office of Student Assessment must be sent within the next seven (7) calendar days
- D. protection of the integrity of any ongoing assessments
- E. a final report to the IDOE Office of Student Assessment within four (4) weeks, unless a written request for a timeline extension has been granted
- F. the final report must clearly indicate any recommendations or findings which would impact the reliability or validity of student scores and detail actions which the School Corporation recommends the State take

Before the opening of the test window for any standardized test, the IDOE requires the training of any person associated with testing has occurred. This includes, but is not limited to, the CTC, the STC, test examiners, proctors, and any other person associated with the testing process.

Any individual with a license granted by the IDOE who violates the Code of Ethical Practices and Procedures as established and published pursuant to 511 IAC 5-5-3 may face disciplinary action up to and including suspension without pay, termination of employment, and/or other applicable remedies available under State and Federal laws.



Book	Policy Manual
Section	3000 Personnel
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### 3422.03S - **BUS DRIVERS' COMPENSATION PLAN**

#### **Wage Schedule**

The Board of School Trustees hereby adopts the following schedule for bus drivers to become effective January 1, 2023.

In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

<b>Step (Rates)</b>	<b>Experience as a School Bus Driver</b>	<b>Bus Driver Hourly Rate</b>
Probationary	0 - 55 days	23.73
Base	55 days, but not more than two (2) years	24.47
Advanced	Over two (2) years, but not more than five (5) years	25.54
Experienced	Over five (5) years, but not more than 10 years	26.47
	Over ten (10) years, but not more than 15 years	26.73
	Over fifteen (15) years	27.00

#### **Wage Schedule Placement**

School bus drivers hired on or after July 1, 2022, who have previous experience as a bus driver for another public school district at the time of hire, will be placed at a Step on the bus driver's wage schedule commensurate with their prior experience as a school bus driver following the completion of probation.

Bus helpers who transition to a bus driver position for Elkhart Community Schools on or after July 1, 2022 will receive one (1) year's credit for every two (2) years served as a bus helper for Elkhart Community Schools for placement on the bus driver's wage schedule upon the completion of their probationary schedule.

#### **Evaluation**

All drivers will be evaluated annually by the Director of Transportation or designee. The evaluation will be discussed with each driver individually.

#### **Eligibility for Benefits**

No benefits will be available unless the contracted route driver is under contract for four (4) or more hours.

#### **Career Increment Schedule**

A career increment will be paid as follows:

<b>Years Regularly Employed in Elkhart Community Schools</b>	<b>Hourly Increment</b>
five (5) or more, but less than ten (10)	\$.25
ten (10) or more, but less than fifteen (15)	\$.50
fifteen (15) or more, but less than twenty (20)	\$.75
twenty (20) or more years	\$1.00

### **Retention Payment(s)**

Bus drivers who have successfully completed probation will be eligible to receive a driver retention payment of \$250.00 each semester provided the driver was employed by the school corporation as a driver for four (4) or more hours each day during the immediately preceding semester and continues in an active employment status as a bus driver.

### **Extra-Curricular Trips**

For extra-curricular trips, field trips, and other such trips other than the regular transporting of students to school from their place of residence and back to their place of residence from school each school day, a bus driver shall receive \$18.00/hour with a minimum trip pay of two (2) hours for weekday trips and five (5) hours for holiday or weekend trips. Drivers will not be paid additional clean-up time for extra-curricular trips, but are expected to maintain bus cleanliness. When outdoor conditions occur during the activity which is the purpose of the trip, resulting in an unusual amount of clean-up (i.e. football or soccer in muddy conditions, etc.), the driver may apply for payment for the required clean-up time.

### **Calculation of Overtime for Drivers**

Overtime for drivers shall be based upon the driver's normal assignment hours, including thirty (30) minutes each day for clean-up, paperwork, and service time; any time a driver is required to drive beyond his/her normal assigned hours; and any time driving extra-curricular trips.

### **Unassigned Drivers**

Unassigned drivers will be paid at one (1) of the above rates as determined by the Director of Transportation.

Unassigned drivers required to report to dispatch and wait for the assignment of a route shall be paid at the extra trip rate for any waiting time not covered by the two (2) hour minimum or the compensation for the route they are assigned to that day.

### **Driver Trainers**

**Bus Drivers assigned to train driver candidates shall be paid by claim at the driver hourly rate when performing these duties.**

### **Driver Contracts**

All drivers shall be provided a contract based on the rates listed above. The contract shall provide a minimum driving assignment of two (2) hours for morning routes, two (2) hours for afternoon routes, and two (2) hours for any route which is not an extension of either morning or afternoon routes. Any route regularly scheduled to run on Sundays or Board of School Trustees-approved holidays (e.g. for the visually or hearing impaired), shall be paid a three (3) hour minimum on those days. The contract shall provide a minimum driving assignment of four (4) hours per day for wages if drivers work both morning and afternoon. Effective July 1, 2006, in the event a driver's assigned route consists of three (3) separate runs in both the morning and the afternoon (i.e. secondary/elementary/elementary or secondary/elementary/Head Start), the minimum for that route shall be three (3) hours in the morning and three (3) hours in the afternoon. (The foregoing shall not be applicable to mixed runs (i.e. high school/middle school). Letters of employment status indicating reasonable assurance of employment in the following year will be provided to all drivers in good standing at the conclusion of the school year. All routes shall be timed from departure from the bus garage until return to the bus garage. In the absence of available drivers, drivers may be required to make additional runs which can be completed within the time frame of the driver's normal assigned hours. Additional runs which cause extension beyond the normal assigned hours shall be reimbursed in accordance with the driver's normal hourly rate. In addition, each bus driver will be paid for thirty (30) minutes each day for clean-up, paperwork, and service time.

### **Downtime**

For the purpose of this policy, downtime shall be defined as time outside of a driver's normal assigned hours.

### **Time Study**

In the event of a significant difference between the driver's time study and the Transportation Department's timing for the route, the driver may appeal to the Director of Transportation or Assistant Director of Transportation to resolve this discrepancy. The decision of the Director of Transportation or Assistant Director of Transportation may be reviewed by the District Counsel/Chief of Staff. The decision of the District Counsel/Chief of Staff shall be final.

**Work Schedule**

Drivers will be required to report for duty two (2) times in addition to all student attendance days. Drivers will be paid four (4) hours at the driver's hourly rate for these days. These days will be scheduled as follows:

- A. State Safety Meeting
- B. Fall Training Session

Mandatory meetings, with the exception of contract signing where all drivers are required to attend, will be paid at the driver's hourly rate; this includes training required for specific routes (i.e., Head Start).

Contract signing, mandatory meetings scheduled for smaller groups of drivers, and individuals for specific training and information sharing will be paid at the extra trip rate.

Drivers will receive a minimum of one (1) hour pay for these meetings and meetings beyond a full hour will be paid in fifteen (15) minute increments.

**Vehicle Clean-up, Paperwork, and Spot Check**

Each bus driver will be paid one-half (1/2) hour (.3 hours in the morning and .2 hours in the afternoon) for each working day for clean up, service time, and paperwork. Each driver is expected to keep his/her assigned vehicle in a good state of cleanliness at all times.

Uncleanliness on any one (1) spot check by the Director of Transportation will be sufficient cause for the discontinuance of this payment for five (5) days. Normal accumulation from the day's route will be excluded. A second spot check showing lack of cleanliness will result in a suspension without pay of the driver for two (2) days. Further violations can be cause for termination.

**Stopping Enroute or Layover**

Drivers will be allowed to stop en route or on layover only for food, coffee, shopping, etc. with permission of the Transportation Office, as per established guidelines.

**Drug/Alcohol Testing**

Any driver required to be tested for the drug/alcohol program will receive one (1) hour's route pay at his/her current hourly rate. (This shall not include pre-employment testing.)

**School Delays**

In the event the start of the school day is delayed on account of weather conditions, drivers will receive one (1) hour's route pay for the delay.

**Early Release**

Drivers may be required to drive more than their regular number of routes so as to facilitate an early release of students to conduct parent-teacher conferences, or for other purposes. Drivers who are already assigned to drive a morning, mid-day, and afternoon route will be paid for their actual driving time, but not less than one (1) hour's route pay, for driving one (1) of their routes early on an early release day. Drivers who are regularly assigned to drive only a morning and an afternoon route will receive two (2) hour's route pay for driving one (1) of their routes early on an early release day.

**Extra Trip Routes**

Drivers who are assigned to an extra trip route (e.g. remediation, etc.) and who are required by the Director of Transportation/designee to pre-drive an extra trip route will receive two (2) hours' extra trip pay to fulfill these responsibilities.

**Special Route Responsibilities: Kindergarten**

Drivers who are assigned to morning or afternoon routes which include kindergarten students are responsible for contacting the parents of each kindergarten student prior to the first day of kindergarten. Drivers on these morning and afternoon routes are expected to contact the parents of their kindergarten students and determine whether the students can be picked up at an existing stop or whether a new stop will be established. Drivers will be required to turn the necessary paperwork into the Transportation Office for the kindergarten students on their route. Drivers will receive two (2) hours route pay for fulfilling these responsibilities.

**Special Route Responsibilities: Special Needs Students and Other Mid-day Routes**

Drivers who are assigned to a route transporting special needs students, or a mid-day route transporting students are responsible for driving and checking their routes, preparing their route book, and contacting parents prior to the first day of school. Drivers on these routes will receive two (2) hour's route pay for fulfilling these responsibilities.

When drivers are regularly required to drive a different bus for their mid-day route, and the bus has not already been pre-tripped, the driver will receive an additional fifteen (15) minutes per day to pre-trip, fuel, and clean the bus.

## **Substitute Driver Contracts**

A limited number of substitutes will be contracted substitute drivers. Pay will be only for days worked. Insurance and Public Employee Retirement Fund (PERF) will be available after the successful completion of probation.

## **Bus Driver Routes/Bidding**

### **Seniority List**

One (1) seniority list, including all bus drivers, shall be maintained and updated by the Transportation Department. The driver's date of seniority will be determined by his/her first day on the payroll with Elkhart Community Schools with a valid CDL license and working in a bus driver classification. In the event more than one (1) driver starts on the same day, meeting the above requirements, seniority will be determined by the date and time of application. Drivers employed prior to January 1, 2003, shall retain their seniority date assigned by Transportation on December 31, 2002. When a driver's employment is severed, the driver, should s/he be re-employed, will be placed at the bottom of the seniority list.

### **Bidding on Routes and Equipment**

Bidding on routes will be determined by the Director of Transportation with seniority as the key factor. The District agrees to post job vacancies for driver positions which the Director of Transportation determines need to be filled. The position shall be posted within fifteen (15) work days of the Director of Transportation making the determination to fill the position. Such posting shall be for a minimum of five (5) workdays. Only active drivers will be eligible to bid. Bids may be made for five (5) work days. Bids will be awarded within five (5) work days after the posting is closed. Drivers will only be allowed to change routes twice during a school year. If a route is discontinued while a driver is contracted, the driver will continue to be under contract at the appropriate pay rate and shall bid on all posted positions of comparable pay until s/he is the successful bidder. If routes are discontinued during the summer, the drivers will bid on the routes of drivers with the least seniority, and those drivers will be placed, according to their seniority, at the top of the substitute list. Any mid-day runs and the fall loop (which begins in August) are to be posted on May 1st or the next work day and are to stay up for five (5) work days. If the successful bidder does not return as an active driver in the fall, the mid-day run or loop will be awarded to the next bidder in line. Any driver absence, including those related to medical, family, and unpaid/excused reasons for a period extending beyond sixteen (16) work weeks, will result in that route being posted for bidding, and any mid-day route coming open as the result of this will be offered to the next senior substitute driver.

### **Summer School and Mid-Day Routes**

Notice for bidding on summer school and mid-day routes is to be posted on May 1st or the next work day and is to stay up for (5) work days. Eligibility for routes will be based on seniority. Assignment of routes will be determined by the Director of Transportation. Drivers who are not awarded a mid-day route shall be placed on a list based on seniority and will be called to substitute. If a mid-day route opens during the school year, the eligible driver with the highest seniority will be awarded the route. Assignment will be determined by the Director of Transportation. Any route filled during the year will be considered open at the time of bidding. Drivers whose regular route is six (6) hours or more will not be eligible to bid or drive as a substitute on mid-day routes. Drivers who elected not to sign up for mid-day routes in May will have the opportunity to sign up to work for the remainder of the school year as a substitute driver, by seniority and qualification, only on mid-day routes. A driver with an excessive number of refusals may be removed from consideration. A driver who is removed from the list shall receive written notification of removal. Drivers who so qualify may sign up during the first five (5) working days in January. Substitute driving opportunities will be awarded based upon driver seniority.

### **Fringe Benefits**

#### **A. Income Protection and Annuities**

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

Bus Drivers 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. Payment for unused personal leave shall be made at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave.

2. Retirement, Death, or Disability - The benefits listed below are in addition to those in Section 2-C.

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who, at the time of retirement, is age sixty (60) or older and has ten (10) or more consecutive years; or who is age fifty-five (55) or older and has fifteen (15) or more years of employment in the Elkhart Community Schools. Accumulated days of unused personal leave will be paid to 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. Only the six (6) months service requirement must be met to be eligible for the disability or death benefit. In addition, beginning in 1982, at the maximum rate of two (2) days per year, accumulated days of unused sick leave will be paid as a part of this benefit.

At the time of retirement, a Bus Driver shall receive pay for accumulated illness leave not to exceed two (2) days per year up to a maximum of thirty (30) days or forty-five percent (45%) of accumulated illness leave, whichever is greater. In the event of the death of a Bus Driver while in the active employ of Elkhart Community Schools, said payment should be made to the employee's beneficiary.

- b. 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. Change in Support Staff Classification

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

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

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

**Illness Absences and Leaves**

**Personal Illness/Family Illness Absence**

Drivers working four (4) hours or more per day will be awarded twelve (12) days of personal illness/family illness leave each year. Unused personal illness/family illness leave can accumulate up to 160 days. For any driver who completes probation after January 1, said benefits will be prorated accordingly.

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.

**Extended Paid Illness Absence:**

Each contract year, a driver shall be eligible, upon submission of a written application to the Transportation Office, for extended paid illness absence days according to the following:

- A. Drivers will be eligible for additional extended absence days based upon the following formula. For each full year as a driver, up to five (5) days to a maximum of fifty (50) days for ten (10) years. Drivers may use paid or unpaid benefit days.
- B. These days shall be provided, after a similar qualifying period of five (5) working days per year to a maximum of fifty (50) working days for ten (10) years, to any driver who has an extended illness absence for which medical verification acceptable to the employer is provided.
- C. When an employee has a second extended illness absence, the qualifying factor will only be as great as five (5) times the number of full years which has elapsed since the previously extended illness absence, with a minimum of five (5) working days.

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

### **Personal Illness Leave/Family Illness Leave/Unpaid Leave Incentive Plan**

Drivers will have the opportunity to receive three (3) separate attendance incentives each school year. The first incentive will be based upon a driver's attendance during the sixty (60) work day period beginning on the first day of student attendance. A driver who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$500 dollars for that period. A driver who used one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$250 dollars. This incentive payment will be paid to the driver in the first pay of December. The second incentive payment shall be based upon the driver's attendance during the second sixty (60) work day period which commences on the first day after the close of the initial period. A driver who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$500 dollars for that period. A driver who uses only one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$250 dollars. This incentive will be paid to the driver in the first pay of April. The final payment for the school year will be based upon the last sixty (60) work day period of the school year. A driver who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$500 dollars for that period. A driver who uses one (1) day of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$250 dollars. This incentive will be paid to the driver in the second pay of June.

A driver's eligibility for this attendance incentive will be based solely upon the driver's attendance during each period and will not impact their attendance during any other period.

\* For calendar year 2023 only, the stipend to be paid in June will be based on absences between March 1, 2023 and the last work day for bus drivers during the 2022-2023 school term.

### **Job-Related Injury Leave**

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

### **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 (attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.). 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 (as defined elsewhere in this policy), 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 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, s/he shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

### **Health Leave**

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

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

### **Health Leave - Procedure**

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

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

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

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

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

### **Personal Leave**

Drivers working four (4) hours or more per day will be provided with three (3) days of personal leave on January 1. Any driver completing probation after January 1, said benefits will be prorated accordingly.

If an employee retains all three (3) personal business days at the end of the year, the employee 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 days 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 a thirty (30) calendar day written notice requesting the use of said consecutive days to their immediate supervisor.

If a Bus Driver 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) hour advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

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

- A. Once every three (3) years, an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two (2) personal business hours for each personal business hour taken adjacent to the holiday or

vacation period.

- B. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.
- C. All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event which prohibits the employee from attending to his or her assigned duties.

### **Jury and Witness Duty Pay**

#### **A. Jury Duty**

In the event an employee is summoned to serve as a juror in a court of law, the employee shall be granted absence for jury duty for the time during the normal school day when the employee is required to fulfill the duties of a juror. Such absence shall result in no loss of salary. When an employee receives notification from the Court canceling a trial prior to the date of the trial, the employee is to report to work or use personal business. When the employee 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 their next payroll check.

#### **B. Witness Duty**

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

### **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.

### **Parental Leave**

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

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

### **Adoptive Leave**

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

### **Foster Care Leave**

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee'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.

### **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

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.

School-year 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:

- A. Martin Luther King Jr. Day
- B. Presidents' Day
- C. Memorial Day
- D. Labor Day
- E. Thanksgiving Day and the day following - two (2) days
- F. Christmas Day - if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following.

### Labor Management Committee

Labor Management Committee: The drivers' committee shall, upon request, have the right to meet on a monthly basis with the Director of Transportation and, when necessary, the District Counsel/Chief of Staff. The committee shall provide the Director of Transportation an agenda of topics to be discussed two (2) workdays before meeting.

Revised 1/1/17  
Revised 12/12/17  
Revised 12/18/18  
Revised 7/23/19  
Revised 12/10/19  
Revised 11/24/20  
Revised 12/14/21  
Revised 6/14/22  
Revised 11/22/22

Book	Policy Manual
Section	3000 Professional Staff
Title	PROPOSED REVISED EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN
Code	po3422.12S
Status	
Adopted	December 20, 2016
Last Revised	July 25, 2023
Last Reviewed	August 8, 2023

### 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 August 1, 2023. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

<b>POSITION</b>	<b>HOURLY WAGE RANGE</b>
Assistant Supervisor of Transportation	26.29 - 31.92
Transportation Trainer/Dispatcher	22.28 - 25.66
Food Service Supervisor of Truck Drivers	22.29 - 25.66
Food Service Truck Driver	18.35 - 21.37
Food Service Receiving/Supply	18.35 - 21.37
Supervisor of Building Services	23.33 - 28.19
Food Service Support Specialist	20.48 - 27.76
Assistant to the Food Service Director for Secondary Schools	20.48 - 27.76
Food Service Bids & Commodity Coordinator	19.61 - 29.35
Culinary Event Coordinator	19.61 - 29.35
Assistant to the Food Service Director for Elementary Schools	20.48 - 27.76
Production Coordinator	22.28 - 25.66
Transportation Route/Driver Coordinator	22.28 - 25.66
Transportation Clerk	17.59 - 19.11
Adult/Community Education Non-Contract Teachers	36.23 *
Building Community Education Coordinator	30.23 - 37.22
Radio Station Staff Announcer	11.72 - 15.69
Radio Station Development Assistant	13.25 - 19.82
School Security Officer	32.87
Federally Funded Pupil/Program/Parent Support Person	22.25 - 31.36
Federally Funded Building Translator/Interpreter	22.25 - 31.36
Federally Funded Building Translator/Parent Liaison	17.94 - 21.92
School Parent/Community Liaison	22.25 - 31.36
District Translator	35.00 - 45.00
Evening Events Supervisor	17.40
Federally Funded After-School Organized Activities Leader	14.00
Federally Funded After-School Organized Activities Assistant	9.39

Deaf/Hard of Hearing Educational Interpreter	18.73 - 32.97
Early College Data Specialist	27.00 - 30.53
EACC Testing Specialist	27.00 - 30.53
Manager of After School and Community Programs	30.83 - 38.98
Campus Security – I	14.53 - 22.68
Campus Security – II	16.57 - 24.72
Farm Technician	17.30 - 22.30

\* Hourly rate based on .00113 of the base salary set forth in Appendix B of the 2022-2023 Master Contract (effective October 31, 2022).

<b>POSITION</b>	<b>YEARLY SALARY RANGE</b>
Radio Station Manager	58,867 - 98,250
Radio Station Development Director	55,886 - 80,332
Radio Station Business Account Manager	45,847 - 79,134
Radio Station Program Director	45,847 - 66,095
Radio Station Senior Reporter and Assignment Editor	40,731 - 55,809
Radio Station Operations Manager	34,280 - 50,910
Radio Station Morning Edition Host	37,792 - 54,753
Radio Station Promotions Manager	38,635 - 53,460
Radio Station Membership Manager	47,727 - 61,629
Radio Station Business/Workforce Development Reporter - IPB News	38, 820 - 53,430
Radio Station News Director/Reporter	49,000 - 64,000
Assistant Supervisor of Food Services	65,000 - 75,000
EACC Career Coordinator	41,837 - 75,134
Olweus Bullying Prevention Program Coordinator	53,825 - 66,170
Education and Engagement Coordinator	45,847 - 79,134
Adult and Community Education Program Manager	72,875 - 83,663
Special Education Transition Specialist	44,000 - 64,000
High School Scheduling Coordinator (11 months)	59,000 - 74,000
Building Services Manager	74,485 - 94,865
Energy and Risk Management Specialist	59,200 - 79,580
Data and Assessment Manager	72,975 - 83,763
Data Specialist	46,584 - 68,489
Communication Specialist	46,584 - 68,489
Substitute Coordinator	48,983 - 58,081
Staff Accountant	49,010 - 61,238
Lead Program Coordinator (funded by FSCS Grant 1/1/23 - 12/31/27)	70,000 - 80,000
Student Program Developer (funded by FSCS Grant 1/1/23 - 12/31/27)	45,000 - 50,000
School Site Coordinator (funded by FSCS Grant 1/1/23 - 12/31/27)	50,000 - 55,000
Grant Coordinator/Talent Recruiter (funded by APR Grant 9/29/22 - 9/30/24)	68,600
School Psychologist Intern	41,500
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 the employee's 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 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 by 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 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 the employee 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 their 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 the employee 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, that employee will be eligible for re-employment when an opening for which the employee 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, the employee 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 a thirty (30) calendar day 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) hour 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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business. 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 a 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.

### **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.

### **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 which the staff member is qualified for, 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 the staff member is eligible, at their 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.

### **Foster Care Leave**

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee'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.

### **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 that 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.

**The Lead Program Coordinator shall be awarded ten (10) vacation days each year the grant is in effect to be used during the period between July 1 through June 30.**

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 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 6/28/22  
 Revised 9/13/22  
 Revised 10/25/22  
 Revised 11/22/22  
 Revised 2/14/23  
 Revised 5/23/23

Book	Policy Manual
Section	5000 Students
Title	PROPOSED REVISED PROCESS BULLYING PREVENTION
Code	po5517.01
Status	
Adopted	November 22, 2016
Last Revised	August 9, 2022
Last Reviewed	August 8, 2023

#### 5517.01 - **BULLYING PREVENTION**

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

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

#### **Definition**

##### A. Bullying

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

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

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

6. engaging in interstate or international travel from a location outside Indiana to another location outside Indiana.

## Procedures

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

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

- F. The principal or designee shall conduct a thorough and complete investigation for each report of an alleged incident of bullying behavior received using the Bullying Investigation guidelines. The investigation shall be initiated by the principal or the principal's designee within one (1) school day of the submission of the written incident report. **The parents of the alleged perpetrator and the targeted student(s) shall be notified of the reported bullying incidents within five (5) business days of the report of such incidents and on a regular, periodic basis of the progress and findings of the investigation and of any remedial action that has been taken.** The principal may appoint additional personnel to assist in the investigation. The investigation shall be completed and the written findings submitted to the principal as soon as possible, but not later than five (5) school days from the date of the written report of the alleged incident of harassment, intimidation, or bullying behavior. **During the investigation, the school's priority will be the safety of the victim. The investigation may include a determination of the severity of the bullying incident(s) and whether the transfer of the alleged perpetrator or victim to another school within the school corporation is warranted.** The principal shall submit a report of confirmed incidents of bullying behavior to the Superintendent or designee within ten (10) school days of the completion of the investigation. This timeline may be extended for reasonable cause as determined by the School District. The Superintendent or his/her designee shall report the results of each investigation confirming incidents of bullying behavior to the Board on a quarterly basis during regularly scheduled board meetings.
- G. Each school shall record the frequency of confirmed incidents of bullying behavior in the following categories: verbal bullying, physical bullying, social/relational bullying, and electronic or written communication bullying. Each school shall report this information to the Superintendent, who will report it to the Board and Indiana Department of Education. Information shall be submitted to the Indiana Department of Education by July 1 of each year.
- H. The principal shall provide information about the investigation, in accordance with Federal and State law and regulations, to the parents of the student(s) who was bullied as well as the parents of the student(s) with the bullying behavior. The information provided to parents includes the nature of the investigation, whether the corporation found evidence of bullying behavior, and whether consequences were imposed or services provided to address the bullying incident if the evidence of bullying behavior was substantiated. This information is to be provided in an expedited manner following the completion of the investigation.
- I. Any school employee who observes bullying behavior or receives a report of behavior that violates the terms of this policy and fails to report this information may be subjected to disciplinary action.  
  
Any school employee responsible for conducting an investigation under this policy and fails to investigate the reported behavior which violates this policy may be subject to disciplinary action.
- J. Elkhart Community Schools has defined a range of ways in which school staff and the principal or the principal's designee shall respond once an incident of bullying behavior is confirmed. Some acts, which violate the terms of this policy, may be isolated incidents requiring the school officials to respond appropriately to the individuals committing the acts. Other acts may be so serious they require a response either at the school corporation level or by local law enforcement officials.

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

MISCELLANEOUS POSITION PAY SCHEDULE

Classification	Position	Amount	Source of Payment
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HIGH SCHOOL FOOTBALL

	Event Supervisor	\$50 per event	ECS Ed Fund
	Tournament Supervisor	\$ 100 per event	ECS Ed Fund

Adult

	Fire Fighter	\$30 per hour	ECS <del>Ed</del> Op Fund
	Usher	\$50 per game	HS Athletic Dept.
	Ticket Sellers/Takers	\$12 per hour	HS Athletic Dept.
	Public Address Announcer	\$25 per game	HS Athletic Dept.
*	Crowd Supervision Manager	½ of Master Contract rate	ECS Ed Fund
	Fan Bus Supervision	\$15 + 2 tickets per trip	HS Athletic Dept.
	Parking Director	\$17 per hour	ECS <del>Ed</del> Op Fund
	Parking Attendant	\$15 per hour	ECS <del>Ed</del> Op Fund

HIGH SCHOOL BASKETBALL

(Games at North Side and Tournaments)

	Event Supervisor	\$50 per event	ECS Ed Fund
	Tournament Supervisor	\$100 per event	ECS Ed Fund

Adult

	Fire Fighter	\$30 per hour	ECS <del>Ed</del> Op Fund
	Usher	\$50 per game	HS Athletic Dept
	Ticket Sellers/Takers	\$12 per hour	HS Athletic Dept
	Timers/Scorers	\$25 per game	HS Athletic Dept
	PA Announcer	\$25 per game	HS Athletic Dept
*	Crowd Supervision Manager	½ of Master Contract rate	ECS Ed Fund
	Fan Bus Supervision	\$15 + 2 tickets per trip	HS Athletic Dept
	Parking Director	\$17 per hour	ECS Ed Fund
	Parking Attendant	\$15 per hour	ECS Ed Fund

Classification	Position	Amount	Source of Payment
<u>HIGH SCHOOL ATHLETICS</u>			
	Event Supervisor		
	Volleyball		ECS Ed Fund
	Varsity/JV/freshman	\$50 per event	ECS Ed Fund
	Freshmen Pool Play	\$50 per event	ECS Ed Fund
	4 teams or less tourney	\$50 per event	ECS Ed Fund
	5 teams or more tourney	\$100 per event	ECS Ed Fund
	Soccer		
	Regular season varsity/JV	\$50 per event	ECS Ed Fund
	Tournament	\$100 per event	ECS Ed Fund
	Swimming		
	Regular season meet	\$50 per event	ECS Ed Fund
	All day tournament	\$100 per event	ECS Ed Fund
	Diving only	\$50 per event	ECS Ed Fund
	Wrestling		
	Varsity/JV	\$50 per event	ECS Ed Fund
	Super dual meet	\$100 per event	ECS Ed Fund
	Gymnastics		
	Varsity/JV	\$50 per event	ECS Ed Fund
	Invitational	\$100 per event	ECS Ed Fund
	Baseball/Softball		
	Varsity/JV/freshman	\$50 per event	ECS Ed Fund
	Tournament	\$100 per event	ECS Ed Fund
	Track		
	Dual or triangular meet	\$50 per event	ECS Ed Fund
	Invitational	\$100 per event	ECS Ed Fund

Classification	Position	Amount	Source of Payment
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NON-ATHLETIC EVENTS (ECS RENTALS, MISCELLANEOUS ASSIGNMENTS)

Adult

	Electronic Technical Services (Soundboard/Light Board)	\$25.00 per hour	ECS <del>Ed</del> <u>Op</u> Fund
*	Building Rental	\$14.50 per hour ( <i>per teachers contract</i> )	ECS Ed Fund
	Fire Fighter	\$30 per hour	ECS <del>Ed</del> <u>Op</u> Fund
	Elkhart Academy Police	\$40 per hour	ECS <del>Ed</del> <u>Op</u> Fund
	Usher	\$8 per hour	<del>ECS Ed Fund</del> <u>HS</u> <u>ECA</u>
	Ticket Seller/Taker	\$12 per hour	<del>ECS Ed Fund</del> <u>EH</u> <u>ECA</u>
	Parking Director	\$17 per hour	ECS <del>Ed</del> <u>Op</u> Fund
	Parking Attendant	\$15 per hour	ECS <del>Ed</del> <u>Op</u> Fund
	Substitute Custodian	\$14.19 per hour	ECS <del>Ed</del> <u>Op</u> Fund
*	Intramurals	\$8.25 per hour	ECS Ed Fund
	Food Service Sub	\$12.25 per hour	Food Service Fund
	Food Service Sub (retired Food Service employee)	Rate pursuant to Board Policy 3120.03S	Food Service Fund
	Food Service Driver Sub	Base rate pursuant to Board Policy 3422.12S	Food Service Fund
	<u>ECS Crossing Guard</u>	<u>\$20.00 half-day</u> <u>\$40.00 full-day</u>	<u>ECS Op Fund</u>

Student

	Stage Hand/Music Helper	\$8.00 per hour	<del>ECS Ed Fund</del> <u>HS</u> <u>ECA</u>
	Usher	\$8.00 per hour	<del>ECS Ed Fund</del> <u>HS</u> <u>ECA</u>
	Ticket Taker	\$8.00 per hour	<del>ECS Ed Fund</del> <u>HS</u> <u>ECA</u>
	Cloakroom Attendant	\$8.00 per hour	<del>ECS Ed Fund</del> <u>HS</u> <u>ECA</u>
	WVPE Student Intern	\$750.00 per semester	WVPE Fund

In the event the federally established minimum wage exceeds the hourly rate set forth under this regulation, the minimum wage shall apply.

\* Negotiated Rates

| ~~November 22, 2022~~ August 8, 2023



### Guidelines for a Safe Learning Community

Everyone in the school community plays a role in the creation of a safe place for learning.

The expectations for the community, in regards to a safe learning environment, are based on exhibiting PRIDE. PRIDE is an acronym for the work and life characteristics which are important to becoming a successful and productive member of society.

#### **Section 1: General Responsibilities**

##### **Persistence:**

- The school community will persevere through challenges and problem solving (Never give up).

##### **Respectfulness:**

- The school community will accept and demonstrate both respectful and helpful behavior to fellow students and all school staff.
- The school community will seek and accept the opinions of others (Treat others as you would like to be treated).

##### **Initiative:**

- The school community will encourage students to be a self-starter, critical thinker, able to prioritize, make decisions and complete required tasks with minimal assistance (Be a self-starter).

##### **Dependability:**

- The school community will be reliable and demonstrate responsibility, teamwork and community/job readiness (Do the right thing, even when no one is looking).

##### **Efficiency:**

- The school community will operate in an organized, timely manner and will encourage self-management (“Get the job done” quickly and accurately).

#### **Section 2: School Responsibilities**

##### **Persistence:**

- Elkhart Community Schools is committed to social, emotional, physical, and academic growth for all students.

##### **Respectfulness:**

- Elkhart Community Schools will demonstrate respect and mutual concern for all members of the school community.
- Elkhart Community Schools is dedicated to recognizing all members of the school community have dignity and any disciplinary action will be implemented with integrity.

##### **Initiative:**

- Elkhart Community Schools will provide each student with an opportunity to acquire meaningful knowledge and skills and help to fully develop their potential as an individual.

- Elkhart Community schools will research and implement best practices including a model of continuous improvement.

**Dependability:**

- Elkhart Community Schools will provide a safe and orderly school environment.
- Elkhart Community Schools will also provide procedures allowing for restorative practices, review of disciplinary actions, and student due process when taking disciplinary action.

**Efficiency:**

- Elkhart Community Schools will provide a variety of timely communication to all members of the school community.

**Section 3: Student Responsibilities**

**Persistence:**

- Students will demonstrate perseverance through challenges and problem solving (Never give up).

**Respectfulness:**

- Students will demonstrate respectfulness by following reasonable directions of school employees.
- Students will demonstrate respectfulness by refraining from disruptive behavior interfering with a safe learning environment.
- Students will show respect for self and for others.
- Students will demonstrate respect and mutual concern for all members of the school community.
- Students will recognize all members of the school community have dignity.

**Initiative:**

- Students will be involved in the educational process to the fullest extent possible.
- Students will prioritize responsibilities, make decisions, and complete required tasks.
- Students will seek assistance, when needed, from appropriate staff.

**Dependability:**

- Students will accept responsibility for their own behavior.
- Students will engage in the discipline process and restorative practices.

**Efficiency:**

- Students will be organized, punctual and demonstrate self-management (“Get the job done” quickly and accurately).

**Section 4: Parent/Guardian Responsibilities**

Elkhart Community Schools rely on community partnerships, especially with parents and guardians. Parent awareness and support of these behavior expectations are necessary in establishing and maintaining a safe environment for learning; therefore, Elkhart Community Schools asks parents and guardians to provide support by utilizing these guidelines.

**Persistence:**

- Engage in their student's education.

**Respectfulness:**

- Demonstrate respect and mutual concern for all members of the school community
- Recognize all members of the school community have dignity.

**Initiative:**

- Be involved in the educational process to the fullest extent possible.
- Seek assistance, when needed, from appropriate staff.

**Dependability:**

- Engage in the discipline process and restorative practices.
- Ensure their student has consistent and timely attendance.

**Efficiency:**

- Support and encourage organization and timeliness.
- Communicate with the school community in a timely manner.

**Section 5: Implementation of Student Behavior Expectations**

In order to create a safe learning community, each administrator, teacher, or any other school personnel is responsible for implementing the expectations for student behavior adopted by Elkhart Community Schools.

**Behavior Expectations for Students—**

Students will be expected to meet the behavior expectations listed below. A student who does not meet these expectations may be disciplined for the disruption of a safe learning community.

**A. Respectfulness:**

1. ~~Insubordination~~Defiance. Students will be expected to obey or follow a reasonable order or instruction given by any Elkhart school staff member. Staff members shall mean teachers, administrators, custodians, bus drivers, paraprofessionals, all other employees and officials, and authorized volunteers. When a student refuses to do this, it will be considered an act of insubordination.
2. Student Identification. Students will clearly display a school identification card when this is required by a student's school.
3. Theft. Students will respect the property of others. Theft of school property or property belonging to another student or staff member or being in possession of stolen property does not meet this expectation.
4. Fighting or Acts of Violence. Students will respect the rights of other individuals. Fighting and/or committing any act which jeopardizes the health, safety, or welfare of other students, staff members, or visitors does not meet this expectation.
5. Vandalism. Students will respect the property of others. Students who fail to demonstrate respect by damaging any property belonging to other students, staff, or to the Elkhart Community Schools do not meet this expectation.

6. Disrespectful Language. Students will not use, display, or participate in any form of profanity, indecency, or obscenity.
7. Threats and Intimidation. Students will not engage in conduct or use of language which reasonably threatens, intimidates, or indicates disrespect of another person.
8. Bullying Behavior. Students will show respect for others by not engaging in intentional behaviors involving unwanted negative actions towards another student which may be repeated over time and involve an imbalance of power.
9. Students will consume food or drink in designated areas in the building such as the cafeteria.
10. Students will use electronic devices (e.g. cellular phone, tablet computer, music device, digital camera, etc.) in a manner which does not constitute an interference with a school purpose, educational function, invasion of privacy, or act of academic dishonesty; or which is profane, indecent, or obscene.
11. Substance Abuse. Students will not possess or use of tobacco in any form including cigar, cigarette, pipe, snuff, or any other matter or substance which contains tobacco or nicotine (unless prescribed by a doctor), as well as electronic, "vapor," or the substitute forms of cigarettes; possess, use, or be under the influence of alcohol; or possess, use, be under the influence of, or transmit any controlled substance or substance represented as a controlled substance, or paraphernalia for the use of such substance.
12. Students will be respectful of the school learning environment. Continuously and intentionally making noise or acting in any manner so as to interfere with the ability of any teacher or any other school personnel to conduct the educational function under his/her supervision does not meet this expectation.
13. Students will demonstrate respect by not knowingly possessing, handling, or transmitting a knife, gun, destructive device, or any other object which can reasonably be considered a weapon at school or a school function.
14. Students will demonstrate respect by not possessing and/or using matches, cigarette lighters, or any pyrotechnic device, including firecrackers, on school grounds without authorization from school officials.

B. Dependability:

1. Violations of the Board of School Trustees' Policy on Network and Internet Acceptable Use and Safety (7540.03). Students will display dependability through appropriate use of school corporation computers and networks.
2. Students exercise dependability by following directions during an emergency or an emergency drill.
3. Students exercise dependability by following cafeteria procedures and rules.
4. Students exercise dependability by only using the elevator with the specific and express permission of a staff member.
5. Students exercise dependability by only leaving a class station or other assigned area with the permission of a staff member.

6. Students will show dependability by only leaving school property at a time other than the end of the student's scheduled day, when specific permission is granted by the administration and the sign-out procedure is followed by the student.
7. Students will display dependability by following school attendance and tardy policies.
8. Students will follow study hall, detention, and/or in-school suspension regulations.
9. Students will attend assigned detention including, but not limited to, after-school detention, lunch detention, weekend detention, etc.
10. Students will follow driving and parking regulations. Reckless driving is prohibited.
11. Students will follow bus regulations.
12. Students will comply with the school's release time regulations.
13. Students will satisfy and not violate any reasonable condition of probationary enrollment status for which proper notice has been given.
14. Students will follow building dress codes.

C. Initiative

1. Students will demonstrate initiative by bringing required materials and equipment to classes.
2. Students will demonstrate initiative by engaging in learning activities.

Some behaviors are more serious than others and require different approaches and clearly defined actions.

**Section 6: Grounds for Suspensions and Expulsions**

A. Prohibited Behaviors Which May Result in a Suspension or Expulsion:

The following types of student conduct may constitute grounds for suspension, expulsion, or other disciplinary action, subject to the limitations which exist under law. Such behavior is defined to include, but not to be limited to, the following acts committed on school grounds immediately before or during school hours, or immediately after school hours, or at any other time when the school is being used by a school group; off school grounds at a school activity, function, or event; or when traveling to or from school or a school activity, function, or event. The discipline rules may also apply when the student is using property or equipment provided by the school.

1. Interference with a Safe Learning Environment. Using violence, force, coercion, threat intimidation, fear, passive resistance, or other comparable conduct constituting an interference with school purposes or urging other students to engage in such conduct.
2. Speech/Behaviors. Engaging in speech or behaviors including but not limited to disparaging of another's race, disability, religion, ethnic background, sexual orientation, gender, or gender identity, when it interferes with a safe learning environment.
3. Vandalism. Causing, or attempting to cause, damage to school or private property.
4. Theft. Stealing, or attempting to steal, school or private property, or being in possession of another person's property.

5. Fighting or Physical Injury. Intentionally causing, or attempting to cause, physical injury or behaving in such a way as could reasonably cause physical injury to any person. Self-defense or reasonable action undertaken on the reasonable belief it was necessary to protect some other person does not, however, constitute a violation of this provision.
6. Bullying Behavior, Intimidation, or Harassment. Intentionally engaging in bullying behavior as defined in Board Policy 5517.01.
  - Threatening, intimidating, or harassing any person, causing injury to an individual's person or property, or with the intent of obtaining money or anything of value from the person.
  - Engaging in sexual harassment of another person, which involves sexually-related verbal statements, gestures, or physical contact.
  - This section also includes bullying behavior through the use of data or computer software which is accessed through a computer, computer system, or network of the school.
  - When reasonably foreseeable, bullying behavior through the use of social media constitutes a violation of Board Policy 5517.01.
7. Hazing. Participation in an act of hazing. Hazing will be considered to be any act of initiation into any organization, group, activity, or social entity which causes or creates a substantial risk of causing mental, emotional, or physical harm to any person. Permission, consent, or assumption of risk by an individual subjected to hazing will not diminish the inappropriateness of an act of hazing.
8. Drug involvement.
  - Knowingly possessing, using, providing, or transmitting to another person or being under the influence of any illicit substance, including but not limited to narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, substance containing phenylpropanolamine (PPA), steroid, stimulant, depressant, or intoxicant of any kind; or any paraphernalia for the use of such substance.
  - An individual who uses an authorized drug as prescribed for him or her by a registered physician shall not be in violation of this rule. (Any student who is unsure if possession, use, or providing another person with any particular substance would violate this rule should contact the building principal before possessing, using, or transmitting the substance in question.)
  - A student with a chronic disease or medical condition may possess and self-administer medication for the chronic disease or medical condition, without risk of discipline for possession of drugs, if certain conditions are met.
9. Possession of Tobacco Products. Possession of product which is, looks like, or which is or was represented to be a tobacco product, including; cigar, cigarette, pipe, snuff, or any other matter or substance which contains tobacco or nicotine, as well as electronic, "vapor," or other substitute forms of cigarettes.
10. Possession of Alcohol. Possession of an alcoholic beverage or substance containing alcohol.
11. Student Operated Vehicles. Improperly operating motorized vehicles on school

property, failing to obey posted speed limits, failing to display parking passes, or failing to obey other school regulations and Indiana laws which may apply. Keeping prohibited items in any automobile while it is on school property.

12. Electronic Devices.

- Knowingly using on school grounds during school hours an electronic device (e.g. cellular phone, tablet computer, music device, digital camera, electronic equipment, etc.) in a manner which constitutes an interference with a safe learning environment, invasion of privacy, or act of academic dishonesty; or is profane, indecent, or obscene.
- In addition to being subjected to discipline, students who use an electronic device in a manner which is inconsistent with these expectations may have the device confiscated by the school. Such devices will be returned to the parent upon request.
- This section applies at all times while on school premises including school buses or at school sponsored events, regardless of the location.

13. Sale of drugs. Engaging in the unlawful selling of a controlled substance or engaging in a violation of criminal law which constitutes a danger to other students, an interference with a safe learning environment, or an educational function.

14. Insubordination/Defiance. Failing to follow reasonable directions of teachers or other school personnel.

15. Academic Dishonesty. Submission by a student of any schoolwork, for the purpose of meeting course requirements, which does not represent the efforts of the individual student. Any form of academic dishonesty is prohibited.

- Academic dishonesty includes, but is not limited to, plagiarism, forgery, copying or stealing another person's work, allowing another person to copy one's own work, doing another person's class work, creating more than one copy of one's work for distribution, intentionally accessing another's material for the purpose of using it as one's own, downloading information from other sources and presenting it as one's own, unauthorized copying of software, or unauthorized use of hard copy or software to develop one's own software.

16. Violation of the law. Engaging in unlawful activity on or off school grounds, including any unlawful activity during weekends, holidays, other school breaks, and the summer, if

- the unlawful activity may be considered to be an interference with a safe learning environment or an educational function; or
- the student's removal is necessary to restore order or protect persons on school property.

17. Violation of school rules. Violating or repeatedly violating any rules which are reasonably necessary and are validly adopted.

18. Refusing a Search. Refusing to permit a lawful, reasonable search by authorized school officials of the student's person and/or possessions. A student who uses a locker which is the property of the school is presumed to have no expectation of privacy in the locker or the locker's contents.

19. Pyrotechnic Devices. Possessing and/or using, on school grounds without authorization by school officials, any pyrotechnic device, including firecrackers.

B. Prohibited Conduct Which Will Result in an Expulsion

The following conduct will constitute grounds for expulsion, subject to the limitations which exist under law:

1. Possession/Use of a Firearm, Destructive Device, or Deadly Weapon. Bringing or possessing a firearm or destructive device to school or on school property will result in expulsion for at least one (1) calendar year, with the return of the student at the beginning of the first school semester after the end of the one (1) year period. Bringing or possessing a deadly weapon to school or on school property may result in expulsion for not more than one (1) calendar year. The following definitions apply with regard to this section:
  - a) A firearm is any weapon which is capable of expelling, is designed to expel, or may readily be converted to expel a projectile by the action of an explosion.
  - b) The following items are considered to be destructive devices:
    - i. an explosive, incendiary, or overpressure device which is configured as a bomb, a grenade, a rocket with a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, a Molotov cocktail, or a device substantially similar to an item described above;
    - ii. a type of weapon which may be readily converted to expel a projectile by the action of an explosive or other propellant through a barrel which has a bore diameter of more than one-half inch; or
    - iii. a combination of parts designed or intended for use in the conversion of a device into a destructive device.
  - c) The following items are considered to be deadly weapons:
    - i. a loaded or unloaded firearm;
    - ii. a destructive device, weapon, taser or electronic stun weapon, device, equipment, chemical substance, or other material which, in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury;
    - iii. an animal which is readily capable of causing serious bodily injury and used in the commission or attempted commission of a crime; or
    - iv. a biological disease, virus, or organism which is capable of causing serious bodily injury.

The superintendent may, on a case by case basis, modify the period of expulsion for a student who has brought a firearm or destructive device to school.

The superintendent shall immediately notify the county prosecuting attorney's office when a student is expelled for bringing or possessing a firearm or destructive device. The superintendent may give similar notice if the student brings or possesses a deadly weapon.

**Section 7: Definitions**



- A. As used in these Guidelines for a Safe Learning Community, the term “conduct constituting an interference with school purposes” means actions taken by a student or students which cause a disruption to a safe learning community and prevents the school from providing students with the opportunity to improve their knowledge and learning; or which can reasonably be foreseen to cause, a substantial disruption or material interference which prevents the school from maintaining a safe learning community. Suspicion alone is not adequate proof the behavior occurred.
- B. As used in these Guidelines for a Safe Learning Community, the term “dismissal from school, class, or activity” means disciplinary action whereby a middle school or high school teacher will have the right to dismiss a student from the teacher’s class or activity for a period not to exceed five (5) class periods, and an elementary teacher will have the right to dismiss a student from the teacher’s classroom or activity for a period of up to one (1) school day.
- C. As used in these Guidelines for a Safe Learning Community, the term “educational function” means the performance by the school corporation, or its officers or employees, of an act or series of acts in carrying out school purposes.
- D. As used in these Guidelines for a Safe Learning Community, the term “expulsion” means a disciplinary action whereby a student
  - 1. is separated from school attendance for a period exceeding five (5) school days;
  - 2. is separated from school attendance for the balance of the then current semester or current year, unless a student is permitted to complete required examinations in order to receive credit for courses taken in the then current semester or current year; or
  - 3. is separated from school attendance for possession of firearms, deadly weapons, or destructive devices, which may include an assignment to attend an alternative school, an alternative educational program, or a homebound educational program.

The term does not apply to situations in which a student is disciplined using a method described in Section 9(A) to (M) of these Guidelines for a Safe Learning Community, when a student is removed from school after being found ill, or when the student is removed from school for failure to comply with the immunization requirements.

- E. As used in this administrative guideline, the term “school function” means any activity sanctioned or sponsored by the school.
- F. As used in these Guidelines for a Safe Learning Community, the term “school purposes” means the purposes for which the school operates, including:
  - 1. promoting knowledge and learning;
  - 2. maintaining a safe, orderly and effective educational system; and
  - 3. taking any action under the authority conferred on the school corporation by any statute.
- G. As used in this Administrative Guideline, the term “suspension” means any disciplinary action which does not constitute an expulsion, whereby a student is separated from school attendance for a period of not more than five (5) school days. The term does not apply to situations in which a student is excluded from school after being found ill, or when the student is excluded from school for failure to comply with the immunization requirements.

### **Section 8: Delegation of Authority**

In carrying out the purposes of the school corporation, the following grants of authority are made, subject to the limitations which exist under law:

- A. A principal, including any principal's designee, may take any action concerning their school or any school activity within their jurisdiction reasonably necessary to carry out, or prevent interference with, any educational function or school purpose. Such action may include establishing written rules and standards to govern student conduct.
- B. The superintendent, and other administrators with the superintendent's approval, may take any action with respect to all schools within the superintendent's jurisdiction which is reasonably necessary to carry out, or to prevent interference with, any educational function or school purpose.
- C. The superintendent and principal may adopt procedures establishing lines of responsibility in compliance with Elkhart Community Schools' discipline policies and administrative guidelines.
- D. The Board of School Trustees may also make such other delegations of rule-making, disciplinary, and other authority, as are reasonably necessary in carrying out the purposes of the school corporation.

### **Section 9: Behavior Interventions and Strategies**

In order to create a safe learning community, each administrator, teacher, or any other school personnel is responsible for addressing incidents where students are not meeting the expectations for behavior adopted by Elkhart Community Schools. School personnel may use any or all of the following interventions or strategies progressively, in addition to any research based interventions, to address behavior of students under their supervision, subject to the limitations which exist under law:

- A. Utilizing restorative practices with the assistance of the community partners;
- B. counseling with a student or group of students;
- C. conferences with parent(s)/guardian(s);
- D. participating in a relevant educational opportunity related to the behavior;
- E. rearranging class schedules;
- F. requiring a student to remain at school after regular school hours to participate in an educational opportunity related to the behavior or for counseling;
- G. restricting extracurricular activities;
- H. rescinding the privilege of riding the school bus;
- I. recommendation or referral by the principal of a special course of study, an alternative educational program, or an alternative school;
- J. assignment of not more than one hundred twenty (120) hours of service with a non-profit organization, as outlined by statute;
- K. referring students to law enforcement personnel in cases related to violations of the law;
- L. denial of attendance at extra-curricular activities;
- M. complying with state laws which prevent issuance of or invalidation of driver's licenses or learner's permits;

N. Dismissal from Class or Activity – Teacher

1. A middle school or high school teacher will have the right to dismiss a student from the teacher's class or activity for a period not to exceed five (5) class periods.
2. An elementary teacher will have the right to dismiss a student from the teacher's classroom or activity for a period of up to one (1) school day.

O. Suspension from School – Principal

A school principal (or designee) may deny a student the right to attend school or take part in any school function for not more than five (5) school days. However, a student may be suspended for more than five (5) school days, if the suspension is pending an expulsion decision and the continued suspension will prevent or substantially reduce the risk of interference with an educational function or purpose or a physical injury to the student, other students, school employees, or visitors to the school.

P. Expulsion from School

In accordance with the due process procedures defined in this administrative regulation, a student may be expelled from school for a period no longer than the remainder of the school year in which the expulsion took effect, if the misconduct occurred during the first semester. If a student is expelled during the second semester, the expulsion remains in effect for summer school and may remain in effect for the first semester of the following school year. A principal may request a student, who is at least sixteen (16) years of age and who wishes to return to the traditional school setting after expulsion, to attend an alternative educational program or school.

Q. Expulsion Based Upon Legal Settlement

1. A student may be expelled, subject to the limitations which exist in Federal and State law, when the student's legal settlement is not in the attendance area of Elkhart Community Schools and the student is not authorized by any other provision of School Board Policy or State Law to attend the Elkhart Community Schools.
2. The Assistant Superintendent of Student Services/designee shall have the authority to recommend expulsion to the Superintendent for this reason.

**Section 10: Student Due Process Procedures**

A. Procedure for Dismissal from Class or Activity

When dismissing a student from an educational function, teachers or other school personnel shall follow this procedure:

1. Inform the student of the reason(s) for his or her dismissal. (In the rare event a student's continued presence creates a danger to persons or property or an ongoing disruption of a safe learning environment the student may be immediately dismissed from class without being informed of the reason(s) for dismissal.)
2. Verbally notify the office that the student is being dismissed from the educational function, the reason(s) for the dismissal and whether the student may return to the classroom or activity.
3. Instruct the student to leave the classroom or activity and report to the office. If necessary, the student shall be escorted to the office.
4. The office should notify the teacher in the event the student has not reported to the

office in a timely manner.

5. Complete and send a referral form to the office reporting the reason(s) for the student's dismissal.
6. The administrator shall notify the parent(s)/guardian(s) ("parent") of the dismissal and the need for a conference with the parent(s), teacher, student, and administrator for the purpose of developing a contract to address the behavior leading to the dismissal.
  - a) A contract shall be developed during this conference and should contain the following:
    - a goal related to the behavior causing the dismissal,
    - a strategy to address the behavior,
    - consequences and rewards relevant to the behavior, and
    - monitoring procedures.
  - b) In the event the student and parent(s) do not meet with the principal and the student's teacher within a reasonable amount of time, the principal has the discretion to assign the student to another appropriate class.
  - c) The administrator shall have the discretion to assign the student to another appropriate class or placement within the school pending the conference.

**B. Procedure for Suspensions**

Any principal or designee may suspend a student from school and all school functions for a period of five (5) school days or less after an investigation has determined such suspension is necessary to further school purposes or to prevent an interference with school purposes.

When a principal (or designee) determines a student should be suspended, the following procedures will be followed:

1. The principal (or designee) shall meet with the student during this meeting, the student is entitled to the following:
  - a) a written or oral statement of the charges;
  - b) a summary of the evidence against the student, if the student denies the charges; and
  - c) an opportunity to explain his or her conduct.
2. The meeting shall precede suspension of the student and the student's parents or guardians will be notified as soon as possible after the meeting is concluded. In addition, the student's parents or guardians will be given written notification of the suspension. The notification will describe the student's misconduct, and the action taken by the principal.
3. In the rare event where the nature of the misconduct requires the immediate removal of the student, the meeting with the principal will then be held within a reasonable time following the date of the suspension.
4. Prior to the student's return to school from a suspension of three (3) school days or more, the principal should attempt to schedule a meeting with the student's parent(s)/guardian(s) for the purpose of discussing the student's conduct.

C. Procedure for Expulsions

When a principal (or designee) recommends to the superintendent (or designee) a student be expelled from school, the following procedures will be followed:

1. The principal, vice-principal, or assistant principal shall, after consulting or attempting to consult with the District Counsel/Chief of Staff, complete the "Principals Written Charge Requesting Expulsion."
2. After said form has been completed, the form shall be delivered to the Superintendent, with a copy to the Assistant Superintendent of Student Services and the District Counsel/Chief of Staff. For a student with a disability, the form shall also be submitted to the Assistant Superintendent of Exceptional Learners. The Superintendent shall, after having reviewed the charge and determining reasonable grounds for an investigation exist, appoint an Expulsion Examiner and forward the charge, within one school day of its receipt, to such Expulsion Examiner.
3. The superintendent (or designee) shall either decide to conduct the expulsion meeting or appoint one of the following persons to conduct the expulsion meeting:
  - a) Legal counsel; or
  - b) A member of the administrative staff if the member has not expelled the student during the current school year and was not involved in the events giving rise to the request for expulsion.
4. The Expulsion Examiner shall, within two days after receiving the "Principal's Written Charge Requesting Expulsion," complete and personally deliver or send to the parent(s)/guardian(s) and student by certified mail the "Notice Regarding Expulsion Request." The Notice must contain the reasons for the expulsion and the procedure for requesting an expulsion meeting.
5. If the Expulsion Examiner does receive a request for an expulsion meeting in person or by mail within five school attendance days after receipt by parent(s)/guardian(s) of the Notice Regarding Expulsion Request, the Expulsion Examiner shall schedule the meeting within a period of five school days after it is requested. When scheduling such meeting, the Expulsion Examiner should confer with the principal, District Counsel/Chief of Staff, and parent(s)/guardian(s) as to the date and time of the meeting.
6. The superintendent or person appointed to conduct the expulsion meeting may issue subpoenas, compel the attendance of witnesses, and administer oaths to persons giving testimony at the expulsion meeting. If an expulsion meeting is held, the principal (or designee), will present evidence to support the charges against the student. The student or parent will have the opportunity to answer the charges against the student and to present evidence to support the student's position. The individual conducting the expulsion meeting will make a written summary of the evidence heard at the meeting, and should the individual conclude disciplinary action is necessary, make a recommendation to the Superintendent or Superintendent's designee. The Superintendent or Superintendent's Designee may accept, reject, or modify the recommendation of the individual who conducted the expulsion meeting.

Notice of the action taken shall be given to the student, the student's parent, the principal, and the Assistant Superintendent of Student Services.

7. The student or parent has the right to appeal the decision of the Superintendent to the school board within 10 days of the receipt of notice of the action taken. The student or parent appeal to the school board must be in writing and must provide a statement of the reasons, written information or submissions in support (provided said written information or submissions were provided at the original expulsion meeting) and arguments for overruling the decision of the Superintendent. If an appeal is properly made, the board must consider the appeal. The board shall hold a meeting to consider the written summary of the expulsion meeting and the written arguments of the school administration and the student and/or the student's parent. The board will make its decision based upon the written submissions of the parties and any documents introduced during the original expulsion meeting, unless the board votes to conduct a meeting at which the school administration and student and/or the student's parents shall appear. In the event the board votes to conduct a meeting at which the school administration and the student and/or the student's parents shall appear, the meeting shall be held in executive session and the Board President shall communicate to the school administration and the student and/or the student's parents the procedure to be used during the meeting. The board may then take any action deemed appropriate. The decision of the board may be appealed only through judicial review. The board may vote to not hear appeals of actions taken after an expulsion meeting. If the board votes not to hear such appeals, subsequent to the date of the vote, a student or parent may appeal only through judicial review.
8. If the Expulsion Examiner does not receive a request for an expulsion meeting within five (5) school attendance days after receipt by parent(s)/guardian(s) of the Notice of Expulsion Request, or a student/parent fails to appear at an expulsion meeting after receipt of the Notice, then all rights administratively to contest and appeal the expulsion shall be forfeited. The Expulsion Examiner shall then notify by memorandum the Superintendent, the principal, the Assistant Superintendent of Student Services, and the District Counsel/Chief of Staff that the action requested in the charge by the principal concerning such student shall automatically become effective.
9. An expulsion which takes effect more than three (3) weeks before the beginning of the second semester of a school year must be reviewed before the beginning of the second semester. An expulsion remaining in effect during the first semester of the following school year must be reviewed before the beginning of the school year.

D. Procedure for Students with Disabilities

Students with disabilities are subject to the same disciplinary action for violating school rules as any other student. However, if a student with a disability is subjected to disciplinary change of placement, there are additional procedural safeguards which apply. A disciplinary change of placement occurs when a student is removed for more than ten (10) consecutive school days or is subjected to a series of removals which cumulates to more than ten (10) school days in a school year and constitutes a pattern.

When a student with a disability is subjected to a series of removals accumulating to more than ten (10) school days in a school year, the principal (or designee) must determine if the

series of removals constitutes a pattern. If the principal determines a disciplinary change of placement has not occurred, the school shall follow the procedures for suspension (outlined above) and in consultation with at least one (1) of the student's teachers, determine the extent to which services are needed to enable the student to do the following:

1. Continue to participate in the general education curriculum, although in another setting.
2. Progress towards meeting the goals set out in the student's IEP.

If a disciplinary change of placement occurs, the following procedures must be followed:

1. The school must notify the student's parents and provide the parent with the Notice of Procedural Safeguards on the date the decision to make a removal that constitutes a change of placement is made. If the school is unable to notify the parent on the date the decision is made, notice must be mailed to the parent not later than the following business day.
2. Within ten (10) instructional days of any decision to change the placement of a student with a disability, the Case Conference Committee (CCC) must meet to determine whether the student's behavior is a manifestation of the student's disability. The conduct will be considered a manifestation of the student's disability, if the CCC determines the conduct was
  - a) caused by, or had a direct and substantial relationship to the student's disability; or
  - b) the direct result of the school's failure to implement the student's IEP.
3. If the conduct was a manifestation of the student's disability, the CCC must either:
  - a) conduct a functional behavioral assessment (FBA), unless an FBA was conducted prior to the behavior resulting in disciplinary action, and implement a behavioral intervention plan (BIP) for the student; or
  - b) review the BIP and modify it, as necessary if a BIP has already been developed for the student.

Then, the student shall be returned to the placement from which the student was removed, unless the parent and school agree to a change of placement as a part of a BIP or an interim alternative education setting (IAES) is required due to weapons, drugs, or serious bodily injury.

4. If the conduct was NOT a manifestation of the student's disability, the school may impose disciplinary sanctions in the same manner as it does for students without disabilities. However, the student must continue to receive appropriate services.
5. The school may remove a student with a disability to an interim alternative educational setting for up to forty-five (45) school days; if the student, while at school, on school premises, or at a school function, does the following:
  - a) carries a weapon to school or possesses a weapon;
  - b) knowingly possesses or uses illegal drugs or sells or solicits the sales of a controlled substance; or
  - c) inflicts serious bodily injury upon another person.

Regardless of whether the CCC determines the student's conduct is a manifestation of the student's disability, the student may remain in the IAES for up to forty-five (45) school days. But, the student must continue to receive appropriate services.

~~June 8, 2021~~ August 8, 2023