

SPECIAL MEETING
OF THE
BOARD OF SCHOOL TRUSTEES
Elkhart Community Schools
Elkhart, Indiana

Date: Thursday, July 13, 2023

Time: 7:30 p.m.

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



Chief Financial Officer

Posted and electronically delivered to School Attorney and News Media on Wednesday, July 5, 2023 and electronically delivered to Board Members on Wednesday, July 5, 2023.

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

NOTICE OF EXECUTIVE SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

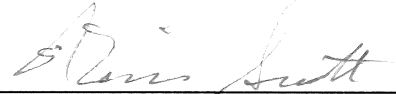
Elkhart Community Schools
Elkhart, Indiana

Date: Tuesday, July 11, 2023

Time: 6:00 p.m.

Purpose: Reference Indiana Code Section 5-14-1.5-6.1-(b)-
(6) With respect to any individual over whom the governing
body has jurisdiction.

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



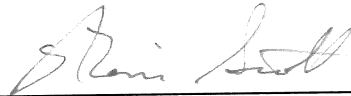
Chief Financial Officer

Posted and electronically delivered
to School Attorney and News Media
on Friday, July 7, 2023
and electronically delivered to
Board Members on Friday, July 7, 2023.

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

NOTICE OF MEETING TIME CHANGE

Date: Tuesday, July 11, 2023
Time: 6:30 p.m.
Location: J.C. Rice Educational Services Center
2720 California Road
Elkhart, Indiana 46514



Chief Financial Officer

Posted and electronically
delivered to School Attorney and
News Media on Friday,
July 7, 2023 and electronically
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The Board's meeting site is accessible to all persons. Any person requiring accommodation or assistance should contact the Secretary to the Board of School Trustees with the School Corporation's administrative office, located at 2720 California Road, Elkhart, Indiana 46514, at 574-262-5506.

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

July 11, 2023

CALENDAR

July	11	6:00 p.m.	Executive Session, J.C. Rice Educational Services Center
July	11	6:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
July	11	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
July	13	7:30 p.m.	Special Board Meeting, J.C. Rice Educational Services Center
July	25	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
July	25	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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

- Minutes – June 27, 2023 - Public Work Session
- Minutes – June 27, 2023 – Regular Board Meeting
- Claims
- Gift Acceptances
- Conference Leaves
- Overnight Trips
- Grants
- Personnel Report

- F. NEW BUSINESS

Public Hearing on Proposed Interim Superintendent Contract

Board Policy 3410.04CS – Substitute Compensation – The administration presents proposed changes to Board Policy 3410.04CS – Substitute Compensation for initial consideration.

Board Policy 3422.06S – Secretarial/Business Compensation Plan – The administration presents proposed changes to Board Policy 3422.06S – Secretarial/Business Compensation Plan for initial consideration.

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 consideration.

Eden Barber Academy Memorandum of Understanding – Administration seeks Board approval of a Memorandum of Understanding between Eden Barber Academy and Elkhart Area Career Center.

Resolution to Waive I.C. 20-30-2-23 and 20-30-2-2.7 – Administration seeks Board approval of a Resolution to Waive I.C. 20-30-2-3 and 20-30-2-2.7.

G. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

H. ADJOURNMENT

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

Elkhart Community Schools
Elkhart, Indiana

June 27, 2023

J.C. Rice Services Center, 2720 California Road, Elkhart 46514 – at
6:04 p.m.

Place/Time

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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Roll Call

ECS Staff Present:	Lindsey Brander Natalie Bickel Christina Gates, Top Notch Service Dogs
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The Board was provided an update from the Student Services Department outlining their efforts to reduce barriers for students in order to increase access to instruction.

Topics
Discussed

The meeting adjourned at approximately 6:41 p.m.

Adjournment

APPROVED:

Signatures

Dacey S. Davis, President

Jeffrey S. Bliler, Member

Troy E. Scott, Vice President

Mike Burnett, Member

Douglas K. Weaver, Secretary

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

June 27, 2023

J.C. Rice Educational Services Center, 2720 California Road, Elkhart - at 7:04 p.m.	Place/Time												
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Board Members</td> <td style="width: 33%;">Dacey S. Davis</td> <td style="width: 33%;">Jeffrey S. Bliler</td> </tr> <tr> <td>Present:</td> <td>Troy E. Scott</td> <td>Mike Burnett</td> </tr> <tr> <td></td> <td>Douglas K. Weaver</td> <td>Kellie L. Mullins</td> </tr> <tr> <td></td> <td></td> <td>Anne M. VonDerVellen</td> </tr> </table>	Board Members	Dacey S. Davis	Jeffrey S. Bliler	Present:	Troy E. Scott	Mike Burnett		Douglas K. Weaver	Kellie L. Mullins			Anne M. VonDerVellen	Roll Call
Board Members	Dacey S. Davis	Jeffrey S. Bliler											
Present:	Troy E. Scott	Mike Burnett											
	Douglas K. Weaver	Kellie L. Mullins											
		Anne M. VonDerVellen											
Board President Dacey Davis called the regular meeting of the Board of School Trustees to order.	Call to Order												
Board Member Anne VonDerVellen 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 – June 13, 2023 – Regular Board Meeting	Minutes												
Payment of claims totaling \$8,024,071.64 as shown on the June 27, 2023, claims listing. (Codified File 2223-156)	Payment of Claims												
Proposed school fundraisers in accordance with Board policy. (Codified File 2223-157)	Fundraisers												
The following donations were made to Elkhart Community Schools (ECS): thermometers and blood pressure cuffs to Elkhart Area Career Center (EACC) from Heart City Health, care of Willie Brown, to be used by students in the classroom for training purposes; \$1,336 to Elkhart High School (EHS) Athletic Department from the Indianapolis Colts Foundation, Inc. to assist with the outfitting of Elkhart Community Schools’ (ECS) emerging middle school sports teams; \$1,000 to EHS football team from the Indianapolis Colts Foundation, Inc. to assist with the growth of the EHS football team; and \$2,500 to the Teenage Parent Program (TAPP) from Paths to Quality to be used to help where needed in the program.	Gift Acceptances												

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the June 27, 2023 listings. (Codified File 2223-158)	Conference Leave Requests
Submission of the following grant: School Violence Prevention Program (SVPP) hosted by Corey Partners in the amount of \$100,000 for welding equipment and storage racking for safe receipts and storage of materials. (Codified File 2223-159)	Grants
	Personnel Report
Authorized District Counsel/Chief of Staff to execute any settlement documents on behalf of Elkhart community Schools related to litigation, subsequent to review of the same by members of the Board of School Trustees. (Codified File 2223-160)	Agreement
<p>Employment of the following fourteen (14) certified staff effective on dates indicated:</p> <ul style="list-style-type: none"> Gina Blackburn – Grade 5 at Monger, 8/14/23 Cara Burkett – Speech Pathologist at Exceptional Learners, 8/14/23 Cassandra Cepeda – Business Education at EHS, 8/14/23 Brenda Cruz – ENL at EHS, 8/14/23 Julie DeWit – Kindergarten at Osolo, 8/14/23 Laura Ebbens – District EL Coach at ESC, 8/14/23 Benjamin Ertner – Grade 6 at Daly, 8/14/23 Tina Jones – Special Education at EHS, 8/14/23 Evelyn Mathews – ENL at Daly, 8/14/23 Heidi Miller – Kindergarten at Daly, 8/14/23 Alicia Nagel – Grade 2 at Eastwood, 8/14/23 Robin Shaffer – Special Education/Alternative Education at Pierre Moran, 8/14/23 Mary Smith – Grade 5 at Osolo, 8/14/23 Jesse Tindle – Construction Trades at EACC, 8/14/23 	Certified Employment
<p>Retirement of the following two (2) certified staff member, effective on date indicated:</p> <ul style="list-style-type: none"> Jon Chevalier – Director of Transportation at Transportation, 6/30/23 with 15 Years of Service Timothy Myers – Grade 3/4 Split at Roosevelt, 5/25/23 with 18 Years of Service 	Certified Retirement
<p>Resignation of the following four (4) certified staff members, effective on date indicated:</p> <ul style="list-style-type: none"> Matthew Garber – Assistant Principal at Beck, 6/23/23 John Moran – Science at West Side, 5/25/23 Courtney Wesdorp – Kindergarten at Beardsley, 5/25/23 	Certified Resignations

<p>Ryan Wixon – Physical Education at EHS, 5/25/23 Resignation of the following two (2) classified employees, effective on dates indicated: Kathryn Bobson – Registered Behavior Technician at Eastwood, 5/25/23 Sherriann Gard – Paraprofessional at Osolo, 5/25/23</p>	<p>Classified Resignations</p>
<p>Retirement of the following one (1) classified employee, effective on date indicated: Mary Baker – Secretary at PACE, 5/31/23 with 33 Years of Service</p>	<p>Classified Retirements</p>
<p>Unpaid leave for the following one (1) classified employee, effective on dates indicated: Haley Burkhart – Therapist at PACE, beginning 8/16/23 and ending on 11/28/23</p>	<p>Classified Unpaid Leaves</p>
<p>Termination of the following one (1) classified employee, effective on date indicated: Charity Ives – Custodian at Woodland, 6/27/23 in accordance with Policy 3139.01S</p>	<p>Classified Termination</p>
<p>Death of the following one (1) classified employee, effective on date indicated: Travis Jackson – Assistant Head Custodian at Freshman Division, 6/9/23 with 11 Years of Service</p>	<p>Classified Death</p>
<p>Ms. Davis provided an update on the appointment of an Interim Superintendent. The Board is currently working out the details of an agreement. When the agreement is finalized, details of the contract will be released and a public hearing will be held on July 11, 2023; two (2) days later, a special meeting will be scheduled to vote on a contract for an Interim Superintendent.</p>	<p>Update on the Appointment of Interim Superintendent</p>
<p>By unanimous action (Mullins was not present for the vote), the Board authorized the submission of a School Technology Advancement Account Application (STAA) in the amount of \$217,375. (Codified File 2223-161)</p>	<p>School Technology Advancement Account (STAA) Application</p>
<p>By unanimous action (Mullins was not present for the vote), the Board authorized the bulk sale of iPads having reached the end of the lifecycle.</p>	<p>Bulk Sale of iPads</p>
<p>The Board received a financial report from Kevin Scott, Chief Financial Officer, for May 2023 and found it to be in order. Mr. Scott reported the cash balance for May was \$33,885,695.07. The cash balance is down from this time last year; this is related to changes in the State</p>	<p>Financial Report</p>

reporting requirements for the EACC causing some adjustments in the timing of cash flows.

Mr. Scott was pleased to report the WVPE Radio Station received a clean opinion during its annual audit.

Mr. Scott also noted the budget timeline in the Board packet.

In response to Board inquiry, Mr. Scott reported there is roughly fifteen (15) million dollars of unspent ESSER funds. All the items for ESSER II have been identified and allocated. For ESSER III Mr. Scott will share current status during their July 11, 2023 work session, providing an opportunity for Board input at that time.

The Board received an insurance update for the month of May 2023. Mr. Scott reported claims numbers for May are tracking approximately \$140,000 higher compared to this time last year. 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

An audience member expressed concerns about ECS leadership.

From the
Audience

An audience member voiced concerns about the process for Transportation employment listings.

An audience member spoke to the state of the district.

Board member Kellie Mullins spoke about an anonymous letter she received. Mrs. Mullins has given this letter to Doug Thorne, district counsel/chief of staff, and will work with him to address the policy changes referenced in the letter.

From the
Board

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

Adjournment

APPROVED:

Signatures

Dacey S. Davis, President

Troy E. Scott, Vice President

Douglas K. Weaver, Secretary

Jeffrey S. Bliler, Member

Mike Burnett, Member

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member



ELKHART COMMUNITY SCHOOLS



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

TO: BOARD OF SCHOOL TRUSTEES
FROM: KEVIN SCOTT
DATE: JULY 6, 2023

SUBJECT: GIFT ACCEPTANCE

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

Weaver Family Fund	\$25,000
Mr. David D. Weaver	
PO Box 370	
Elkhart IN 46515	

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

KS/dls



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



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

DATE: 6/23/2023

TO: Dr. Steve Thalheimer
Board of School Trustees

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

RE: Donation Approval

A donation in the amount of \$1,215.00 has been given to the Elkhart High School Football team from Dietz Sports & Entertainment LLC. These funds will be used to assist with growth of our Football program.

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

Dietz Sports & Entertainment LLC
31440 Northwestern Hwy, #155
Farmington Hills, MI 48334

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: July 6, 2023

TO: School of Board Trustees

FROM: Instructional Leadership

RE: **Conference Leave Requests**
July 11, 2023 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

2022 - 2023 CONFERENCES	EXPENSES	SUBSTITUTE
FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)		
1ST MAKERSPACE TRAINING This training is designed to augment our computer science program in grades K-8 by creating project based learning tinker lab environments. This PBL training will allw students to create engineering designs and processes, learn the rules and schematics of coding, and help enhance employability skills in grade levels K-8. Indianapolis, IN June 26-29 LAUREN VAN GOEY - EHS ETI	\$729.30	\$0.00
	<i>3E Grant</i>	<i>N/A</i>
INFO COMM I need to keep up-to-date on the latest a/v trends and networking with new vendors. I will debrief and share my notes. Orlando, FL June 13-16 JACOB GABOREE	\$2,159.92	\$0.00
	<i>Operations Fund</i>	<i>N/A</i>
	\$2,889.22	\$0.00
2022 YEAR-TO-DATE EDUCATION FUNDS	\$22,516.62	\$2,755.00
2023 YEAR-TO-DATE EDUCATION FUNDS	\$8,920.07	\$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	\$85,830.65	\$4,465.00
2023 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
GRAND TOTAL	\$313,249.25	\$13,870.00

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

ELKHART COMMUNITY SCHOOLS OVERNIGHT TRIP REQUEST

School: Elkhart High School

Class/Group: ElkLogics Robotics Team

Number of Students: 10

Date/Time Departing: July 21, 2023, 3:00 PM

Date/Time Returning: July 22, 2023, 9:00 PM

Destination: Rock River Robotics Off-Season Competition, Rock River College Rockford IL
City State

Overnight facility: TBD

Mode of transportation: Car

Reason for trip: Attending off-season robotics competiition

Names of chaperones: Nick Seidl, Ted Elli

Cost per student: None

Describe plans for Raising Funds or Funding Source: Paid from ElkLogics ECA

Plans to defray costs for needy students:

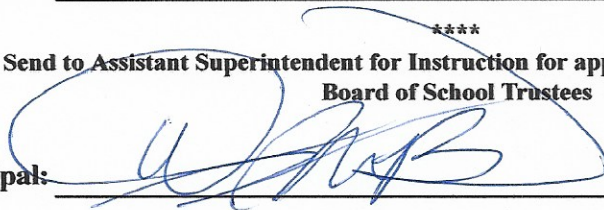
Are needy students made aware of plans?

Name of Teacher/Sponsor: Nick Seidl

Signature of Teacher/Sponsor: *Nicholas E. Seidl*

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

Signature of Principal:



David M. Bird

Date: 5 July 2023

Approval of Assistant Superintendent:

Date:

Approval by Board:

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

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.	What is the grant submission deadline?
School Violence Prevention Program (SVPP) Mittler Family Foundation *	Corey Partners	EACC	Brandon Eakins	\$100,000	Welding equipment and storage racking for safe receipts and storage of materials.	Pursuit of career pathways	Equipment and supplies - \$100,000	6/13/2023

*Approved at the 6/27/2023 board meeting with the incorrect title.



TO: BOARD OF SCHOOL TRUSTEES
FROM: MS. MAGGIE LOZANO
DATE: JULY 11, 2023

PERSONNEL RECOMMENDATIONS

CERTIFIED

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

Jennifer Castline	Beardsley/Grade 1
Laura Crull	Elkhart High/World Language
Maggie Eveland	Riverview/Grade 1
Natalie Kant	Pierre Moran/Counselor
Ashley Porter	Roosevelt/Special Education
Sean Reid	Elkhart Academy/Special Education
Leann Sullivan	Exceptional Learners/Special Education Intern
Gailey Williams	Elkhart High/FACS

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

Ryan Rudicil Began: 3/15/21	Freshman Division/Social Studies Resign: 5/25/23
Wendy Sandoval Began: 8/8/22	Woodland/Grade 3 Resign: 5/25/23
Gregory Stover Began: 8/13/19	ETI/Principal Resign: 6/30/23
John Taylor Began: 8/19/93	ESC/Science Resign: 5/25/23

CLASSIFIED

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

Petra Barnard
Began: 5/4/23

North Side/Custodian
PE: 6/28/23

Brian Crouse
Began: 5/12/23

ESC/ECOLE Lead Program Coordinator
PE: 7/6/23

Paula Verteramo
Began: 5/8/23

EACC/Secretary
PE: 6/30/23

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

Leann Sullivan

Exceptional Learners/Intern

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

Toni Masterman
Began: 10/17/22

ESC/Receptionist
Resign: 6/23/23

Shawanie Riley
Began: 8/14/19

Monger/Food Service
Resign: 5/25/23

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

Dorrie Malec
Began: 4/25/94

Osolo/Food Service
End: 12/21/23
YOS: 29

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

Heidi Vrielynck
Began: 8/15/19

Transportation/Bus Driver
End: 7/11/23
Policy: 3139.01S



Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED SUBSTITUTE COMPENSATION
Code	po3410.04CS
Status	First Reading
Adopted	November 22, 2016
Last Revised	August 23, 2022
Last Reviewed	July 11, 2023

3410.04CS - **SUBSTITUTE COMPENSATION**

The Board of School Trustees hereby adopts the following wage rates for substitute teachers commencing on August 10, 2022.

	Substitute Permit	Substitute Permit and Qualified to Write Lesson Plans/Grading or Regular Teaching License	Retired Certified Indiana Teacher with Proof of Retirement	ECS Retired Teacher
Full day	\$100.00	\$130.00	\$300.00	\$350.00
One-half (1/2) day	\$55.00	\$65.00	\$150.00	\$175.00

*Individuals who held a license issued by the Indiana Professional Standards Board or the Division of Professional Standards of the Indiana Department of Education who were employed by another district, and who retired from another Indiana district, are eligible to be compensated according to the wage specified above for Retired Certified **Indiana** Teacher with Proof of Retirement when they accept a substitute teaching assignment.

Any substitute (other than a retired teacher) who holds an Indiana Professional, Provisional, Emergency, or an equivalent license issued by the Division of Teacher Training and Licensing of the Department of Public Instruction and who serves as a long-term substitute teacher in the same teaching position beyond ten (10) consecutive school days, shall be compensated in accordance with the Career Pathway Schedule for teachers of the school corporation. Compensation shall be as follows:

Teacher License	Daily Rate
Teacher License with Bachelors Degree	\$216.00
Teachers License with Masters Degree	\$235.00

When a teacher is retired from Elkhart Community Schools and accepts a long-term substitute teaching assignment, the teacher shall be paid at the rate set forth above for the first ten (10) consecutive days; then, for the duration of the assignment, at a daily rate equivalent to the teacher's daily rate at the time of retirement or \$350.00, whichever is greater.

When a retired teacher substitutes as a paraprofessional or technical assistant, the teacher shall be paid at a rate of \$145.00 for a full day and \$75.00 for one-half (1/2) day.

A substitute teacher or substitute nurse paid under this compensation plan, working sixty (60) days or more during a semester, shall be entitled to a payment of three hundred (\$300.00) dollars following the end of the semester.

When a substitute is employed as a school nurse, the employee shall be paid as follows for each full day of employment as a substitute school nurse:

- A. Licensed Practical Nurse \$ 130.00/per day
- B. Registered Nurse \$ 145.00/per day

The Director of Human Resources will review this policy annually with the Board of School Trustees prior to its last regular meeting in May.

Revised 2/27/18
Revised 5/26/20
Revised 9/28/21
Revised 8/9/22

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED SECRETARIAL/BUSINESS COMPENSATION PLAN
 Code po3422.06S
 Status First Reading
 Adopted December 13, 2016
 Last Revised November 22, 2022
 Last Reviewed July 11, 2023

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

The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing January 1, 2023. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

		II	II.3	II.6	III	III.3	III.6	IV	IV.3	IV.6	V
1	0 – 55 days	14.19	14.39	14.62	14.83	15.14	15.47	15.79	16.30	16.76	19.07
2	55 days – 1 year	14.48	14.72	15.01	15.30	15.75	16.20	16.65	17.11	17.57	19.89
3	1 year plus	14.83	15.15	15.47	15.79	16.25	16.72	17.06	17.52	18.04	20.37
4	2 years plus	15.30	15.75	16.20	16.65	17.03	17.42	17.84	18.30	18.79	21.10
5	3 years plus	15.79	16.23	16.65	17.07	17.57	18.14	18.67	19.14	19.62	21.94
6	4 years plus	16.65	17.03	17.42	17.84	18.34	18.90	19.45	19.93	20.40	22.71
7	5 years plus	17.06	17.57	18.14	18.67	19.31	19.95	20.57	21.03	21.52	23.83

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

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

Secretarial Classifications

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

Classifications

V	Secretarial	Business
	Classified Human Resources Administrative Assistant to Superintendent/Board of School Trustees Secretary to Assistant Superintendent of Exceptional Learners Secretary to Assistant Superintendent of Student Services *Federal Programs (effective 8/7/2023)	Certified Payroll Classified Payroll Insurance Director of Food Service (effective 8/7/2023)
IV	Secretarial	Business

Director of Career & Technical Ed. Administrative Assistant to Executive Principal** Secretary/Human Resources Data Specialist – Instructional Leadership Treasurer (High School)** Freshman Academy Principal**	Building Services Office Manager Payroll Assistant Accounts Payable EACC – WVPE Office Manager Director of Transportation CFO/COO Secretary Food Service Secretary/Bookkeeper (effective 8/7/2023)
III Secretarial	Business
EACC Principal EACC Central Office Elementary Principal High School Athletics High School Vice/Assistant Principal High School Registrar Middle School Principals Elkhart Academy Student Services Secretary District Registrar Exceptional Learners Secretary Receptionist Media Services Center Coordinator *Federal Programs Instructional Leadership English Learners High School Counseling School of Study High School Student Office	Business Office/Purchasing Director of Food Service Food Service Secretary Safety & Security Mail/Copy Center PACE Program EACC - Office
II Secretarial	Business
Adult & Community Ed. Office Assistants High School Receptionist High School Media Center Middle School Assistant	Food Services Assistant

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

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

A. Commencement of Employment

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

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

B. Transfer of Job Classification

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

C. Reclassification of Positions

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

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

D. Secretarial Career Increment Schedule

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

Years Regularly Employed in Elkhart Community Schools Hourly Increment

five (5) or more, but less than ten (10)	\$.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	\$1.00

Mentor Program

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

Substitute Coverage for a Nurse

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

Dependent Textbook Fee Stipend

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

Fringe Benefits

Income Protection and Annuities

The Elkhart Community Schools 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.

Insurance

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

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

Severance Benefits

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

A. Resignation

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

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

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

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

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

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

Change in Support Classification

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

Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work, except for bus drivers, who should give at least one (1) hour's notice. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when 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.

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

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

School-year Secretaries

- A. Regular school year classified employees will be awarded twelve (12) days of personal illness/family illness leave each calendar year.
- B. Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to 150 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.

All Secretaries

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

Family Illness Leave

- A. 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.
- B. A secretary shall be entitled to the number of hours equal to two (2) paid days for family illness leave per calendar year, provided that such leave shall be for the sole purpose to care for a member of the secretary's immediate family who becomes seriously ill and requires both medical attention by a licensed physician and the care and attention of the secretary. Such medical attention provided may be requested to be verified by a licensed practicing physician. Unused family illness will accumulate as illness absence.
- C. When an emergency medical condition of an employee's immediate family necessitates personal care by the employee for an extended period of time (days), the employee may annually use ten (10) or less days of personal illness to provide such care. This is in addition to family illness provisions already provided.

Job-Related Injury

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

Personal Leave

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

If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor. If a secretary does not elect to roll two (2) personal business days into the following year, all unused personal leave will accumulate for retirement.

Secretarial/Business Personal Leave - Procedure

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

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

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

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

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

Attendance Incentive Program

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

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

Bereavement

Each regular classified employee shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death in order to attend to matters related to the death of the family member (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, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney.

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

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

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

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

Military Leave

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

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to 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 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 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.

Jury and Witness Duty Pay

A. Jury Duty

All secretaries will be granted excused absences 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.

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 the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Human Resources is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date the child is expected in the home. In cases of emergency, the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one (1) year, and are non-renewable.

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

Adoptive Leave

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

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 active pay status the day before and after the holiday.

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

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

Martin Luther King Jr. Day

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

Memorial Day

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

Labor Day

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

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

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

- a. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both, December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both, December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.
- b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one (1) of these days, in which case an alternate day will be determined.

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

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

4. Presidents' Day will be a paid holiday.

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

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Labor Day

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

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

Vacations

A. A full-time employee, who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the calendar year, for each full month of employment completed, provided no more than ten (10) vacation days may be accrued. Vacation benefits may not be utilized prior to accrual and approval from the Administrator.

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

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

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

E. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.

F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.

G. For the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. **NOTE: the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.**

The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number of years equivalent to a twelve (12) month position. The total number of equivalent years will be rounded up to the nearest whole number.

The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one (1) full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.

H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor.

When vacation days for secretaries have been requested and approved but are not able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).

I. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond. Should a full-time employee be unable to use accumulated vacation days during this period, any unused days shall be transferred to accumulated personal illness days.

J. A school-year employee will not be entitled to paid vacation days.

Revised 1/10/17

Revised 3/28/17

Revised 5/23/17

Revised 7/25/17

Revised 12/12/17

Revised 2/17/18
Revised 5/8/18
Revised 11/13/18
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Revised 12/10/19
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Revised 7/12/22

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN
 Code po3422.12S
 Status First Reading
 Adopted December 20, 2016
 Last Revised May 23, 2023
 Last Reviewed July 11, 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 ~~May 23~~ August 1, 2023. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	HOURLY WAGE RANGE
Assistant Supervisor of Transportation	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	22.25 - 31.65 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).

POSITION	YEARLY SALARY RANGE
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
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 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, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee

is exercising rights authorized pursuant to a Power of Attorney.

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

Up to a one (1) day 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 the employee 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, the employee shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem payments will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Health Leave

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

The Board, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of 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 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 of 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 of 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 of 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 of vacation that such a full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective January following their date of conversion. Prior to completing one (1) full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.

- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of the requested vacation, and shall be subject to the approval of the immediate supervisor.
- I. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond.
- J. Only twelve (12) month employees will be entitled to paid vacation days.
- K. Radio Station Manager, Data and Assessments Manager, and Building Services Manager shall be eligible for twenty (20) days of vacation each contract year, exclusive of weekends and holidays, at a time(s) approved by the staff member's immediate supervisor(s). Upon completion of five (5) years of employment with the Elkhart Community Schools in such position, or when previous employment provided relatively comparable experience, said managers shall be eligible for twenty-five (25) days of vacation each year.

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

Revised 1/24/17
Revised 6/27/17
Revised 10/24/17
Revised 12/12/17
Revised 5/8/18
Revised 8/14/18
Revised 11/13/18
Revised 12/11/18
Revised 12/18/18
Revised 2/12/19
Revised 3/12/19
Revised 6/25/19
Revised 8/13/19
Revised 10/7/19

Revised 12/10/19
Revised 2/11/20
Revised 8/25/20
Revised 11/24/20
Revised 1/12/21
Revised 3/9/21
Revised 8/10/21
Revised 9/14/21
Revised 12/14/21
Revised 4/12/22
Revised 5/10/22
Revised 6/28/22
Revised 9/13/22
Revised 10/25/22
Revised 11/22/22
Revised 2/14/23
Revised 3/14/23

Memorandum of Understanding

Elkhart Area Career Center Barbering Program

Elkhart Area Career Center (herein called the "EACC"), a Career and Technical Education Center operating under the auspices of Elkhart Community Schools (hereinafter called the "ECS") and Eden Barber Academy, LLC, (herein called the "EBA") and Indiana Limited Liability Company, enter into the following Memorandum of Understanding (MOU), which supersedes all previous agreements, versions, and addenda. This agreement describes the roles and responsibilities for the governance of the barbering program partnership.

TERM

This MOU shall be in effect for two years from the date _____, 2023.

CONDITIONS

EBA will provide EACC with licensing documents for any individual(s) providing barbering instruction to EACC students.

EBA will maintain licensing requirements in accordance with state licensing agency and training centers.

EBA will provide EACC with a copy of their Certificate of Insurance.

MOU PURPOSE

Barbering instructional services will be provided by EBA for the EACC for the 2023-24 and 2024-2025 school years. The participating students will earn high school credits within the career cluster Human Services, and Next Level Programs of Study (NLPS) Cosmetology/Barbering.

7330	7331	7333	7334
Introduction to Barbering and Cosmetology	Barbering and Cosmetology Fundamentals	Advanced Barbering	Barbering and Cosmetology Capstone

ENROLLMENT CRITERIA

- Students in good standing from an EACC-participating high school
- Students in good standing with fewer than 5 excused absences per semester
- Student's ability to provide their own transportation to and from home high school and EBA
- Student's ability to purchase a \$1500.00 barbering tool kit from EBA

COLLABORATION

EBA will provide a licensed instructor for all students enrolled in the program in accordance with the Indiana State Board of Cosmetology and Barber Examiners requirements. EBA instructors will be employees of EBA and will deliver the instructional & practical program for EACC students.

Memorandum of Understanding

Elkhart Area Career Center Barbering Program

EBA instructors will be expected to report daily attendance to the Career Center office and grades for each student at the end of the nine-week grading period.

EBA will furnish a substitute teacher if an Instructor has planned to be absent from the program. In case of an emergency absence, the Instructor should notify Scott Sassaman, Principal, EACC, at 574-262-5557 (office) or 574-320-3461 (mobile).

If a senior student enrolls in the first year of the barbering program, the student may choose to enroll as a high school graduate at EBA to complete the barbering program. EACC will not be liable for any tuition or fees for students who have graduated from high school.

EACC students must follow EBA Codes of Conduct standards. EBA will utilize progressive discipline steps when dealing with violations of the code of conduct. EBA and EACC will hold monthly progress meetings to discuss the academic, behavioral, and social needs of all students enrolled in the barbering program.

SCHEDULING

EACC students will attend the barbering program at EBA in accordance with the agreed-upon school calendar.

EBA will offer EACC students access to one four-hour session. Students will select **8:00 am - 12:00 pm or 12:30 pm - 4:30 pm.**

When there are differences in school calendar schedules between high schools and EBA classes, the student is responsible for attending the EBA classes.

When there are school closures due to situations such as inclement weather or environmental issues, the student's absence will be excused without penalty.

PAYMENT FOR SERVICES

The cost of EBA tuition is **\$13,500**. The tuition payment breakdown is as follows:

EACC will pay EBA a total of \$4,500 per student per year (181 school days).

EACC will make two tuition payments each school year. EBA will submit an invoice incurring 50% of EACC's total tuition cost, \$2,250 per student on August 1st and on October 1st.

Students are responsible for purchasing barbering tools from EBA. The total cost is \$1,500.

Students are responsible for the remaining tuition balance of \$3,000; however, EBA will provide one of the two tuition deferment options, a "good student" scholarship or a "tuition sponsorship".

- **Good student scholarship - maintain an overall attendance rate of 90% or better and a letter grade of 90% or better.**

Memorandum of Understanding

Elkhart Area Career Center Barbering Program

- **Tuition sponsorship program with Lather & Fade up to \$3000.**

MISCELLANEOUS PROVISIONS

EBA is an independent contractor for all purposes. Neither party nor its employees or subcontractors are agents or employees of the other party.

EBA is directly responsible for the quality of instructional services and other EBA staff may visit the barbering program at EACC to observe or participate in Professional Development .

EBA commits to conducting criminal history background checks, and using E-Verify to determine the work authorization status of all EBA employees who are assigned to work with EACC students. EBA will maintain files to demonstrate compliance with these requirements, with such files to be available for review by ECS.

EBA agrees any records created by EBA containing personally identifiable information related to a student are deemed confidential records, and it will take all reasonable measures to protect said records from disclosure in compliance with the Family Educational Rights and Privacy Act.

EBA shall maintain, at its own cost and expense, with insurance companies currently rated A VIII or better by A.M. Best's Key Rating Guide, insurance insuring all operations at its facility to be used to provide educational services for EACC students as contemplated by this Agreement. The following required policies shall not be canceled or changed during the term of this Agreement.

- a. Commercial General Liability Insurance - Limits of \$1,000,000 Per Occurrence and \$2,000,000 Aggregate, bodily injury, property damage and personal injury, on an Occurrence form.
- b. Sexual Molestation & Abuse Liability Insurance - Limits of \$1,000,000 Per Occurrence and \$2,000,000 Aggregate, on an Occurrence form, cover wrongful acts including but not limited to sexual abuse or molestation. If policy coverage for sexual misconduct is provided on a claims-made, or claims-made and reported basis then, the required policy coverage must be maintained for a period of three years following the termination of this Agreement.
- c. Commercial Umbrella Liability Insurance - Limits of \$1,000,000 per Occurrence and Aggregate.
- d. Workers' Compensation and Employers Liability Insurance - Statutory and Limits \$500,000 Each Accident for Bodily Injury by Accident; \$1,000,000 Policy Limit for Bodily Injury by Disease; \$1,000,000 Each Employee for Bodily Injury by Disease, in respect of all employees and any borrowed, leased or other persons to whom such compensation may be payable by EBA.
- e. The insurance policies required by this agreement shall name ECS and EACC as additional insureds, and include a waiver of subrogation in favor of ECS and EACC.

Memorandum of Understanding

Elkhart Area Career Center Barbering Program

- f. Before the start of each policy period, EBA shall provide ECS with a copy of a certificate of insurance demonstrating compliance with this agreement.
- g. EBA shall immediately forward to ECS any notice of cancellation or non-renewal of policies providing coverage under this agreement.

EACC shall indemnify and hold EBA and all of their officers, directors, and employees harmless from and against all claims, demands, loss, costs, damages, and actions (collectively "Claims"), brought by third parties arising out of the services performed under this agreement, unless such Claim is caused solely by EBA gross negligence or willful misconduct.

Governing Law—It is the intention of the Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana, said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.

Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:

- a. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
- b. Sent by certified mail in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.

- i. To EBA
:
Eden Barber Academy, LLC
111 Easy Shopping Pl # B,
Elkhart, Indiana 46516
Attn: Jose P. Oropeza
- ii. To ECS:

Elkhart Community Schools
2720 California Road
Elkhart, Indiana 46514
Attn: Superintendent

Memorandum of Understanding

Elkhart Area Career Center Barbering Program

iii. To EACC:

Elkhart Area Career Center
2424 California Road
Elkhart, Indiana 46514
Attn: Director

Entire Agreement—This Agreement constitutes the final agreement between EACC and EBA. No representation, promise or inducement has been made by either EACC or EBA that is not embodied in this Agreement, and neither EACC nor EBA shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

Dated this _____ day of _____

Elkhart Area Career Center

Eden Barber Academy

Approved by Board of School Trustees on:

President

Secretary

EDEN BARBER ACADEMY

**111 Easy Shopping Place, Suite B, Elkhart, Indiana 46516
(574) 333-3517**

Enrollment Student Contract

Elkhart Area Career Center

First Name _____ Last Name _____

Middle Initial: _____

Soc. Sec. No. _____ Birth Date _____

Street Address _____ City _____ State _____

Zip _____

Home Phone _____ Cellular Phone: _____

Email _____

Name and address of emergency contact: _____

Relationship to student: _____ Phone:(_____) _____

Guardian/Parent Name and address (if under the age of 18):

Guarantor (if applicable): _____

Guarantor's Address: _____

Guarantor's Phone: _____

FULL TIME OR PART TIME PROGRAM

Barber Academy- Full time: 1500 Hours _____ Barber Academy- Part time: 1500 Hours

Initial: _____
Student Parent/Guardian

STUDENT COSTS FOR ATTENDANCE

Total cost of the program: \$13,500

Tuition: \$12,000

Itemized cost of the program is as follows:

- Tool Kit: \$1,500.00 (Must be purchased by the student within 45 days from the start of the program (Non-refundable student retains))
- Elkhart Area Career Center will pay \$4500 per year, up to \$9000.
- Grants/Scholarship: \$3000 Merit Based. (Must maintain 90% or above grade in the program, until it is completed, students are enrolled automatically.) Student is responsible for this amount when he/she does not qualify_____.

ADDITIONAL TERMS AND CONDITIONS

1. Default. Subject to the below refund policy, if the student (or Guarantor if applicable) defaults in the performance of his/her obligations for the Eden Barber Academy (referred to as the “Academy”), including but not limited to making payments when due and payable or attendance at the student’s courses, or other academic requirements, the Academy may, without notice, declare the unpaid balance immediately due and payable. _____

2. Attorney Fees and Cost. Student and/or Guarantor shall be liable to reimburse the Academy for all costs of collection in the event Student and/or Guarantor fail to pay in accordance with this Enrollment Student Contract, including reasonable attorney fees and court costs. _____

3. Assignment. Academy may assign or sell its rights to payment under this Enrollment Contract without authorization from Student or Guardian. Such assignment will not relieve the Academy from fulfillment of its duties. Any assignee of Academy of the Enrollment Contract may not be held to the terms of the refund policy on the Enrollment Contract. _____

4. Applicability. The Academy hereby sells, and the undersigned student (referred to as the “Student”), hereby purchases, subject to the terms and conditions set out herein, a course of classroom and practical instruction. This contract is a binding contract between Student and the Academy when signed by all parties and accepted by the Academy. _____

5. Entire Agreement; Modification. This Contract and any rules applicable to the student’s enrollment, as may be modified by the Academy, constitute the full and complete agreement between the Student and the Academy hereto. The Academy reserves the right, in its sole discretion, to amend its Rules as it deems proper for the protection of its students, or to promote a safe and appropriate learning environment. Academy will give each student notice of any changes to the Rules and Regulations as they are made. This Enrollment Contract

Initial: _____
Student Parent/Guardian

supersedes any prior agreement, written or oral, and may be amended only by written instrument signed by both parties. No custom or course of dealing between the parties shall in any way vary or alter the terms and conditions of this Agreement. _____

6. Governing Law and Severability. This Contract shall be interpreted in accordance with the laws of the State of Indiana. Any disputes arising out of or related to this Enrollment Contract shall be brought solely in the Circuit or Superior Courts of Elkhart County, Indiana, and Student expressly consents to the jurisdiction and venue of these courts. Should any part of this Enrollment Contract be held invalid, such invalidity will not affect any other provisions of this Enrollment Contract. _____

7. Description of Services. Academy and Student have set out a complete description of services Academy is to furnish and for which Student is to pay. Such description as to classes and hours, conduct and schedules may be augmented or changed by bulletins and other notices furnished to Students by Academy. _____

8. Student Responsibilities.

(a) Student agrees to attend classes, as scheduled, and as may appear on all such bulletins and notices, to prepare all lessons and perform all duties incident thereto, and to abide by all the rules of Academy as now exist, or as may be changed, or come into existence from time to time. _____

(b) Students may be placed on probation, suspended or expelled, at any time, for failure to maintain sufficient attendance of grades as set out by the Academy curriculum, or for non-payment under this Contract, or failure to comply with the rules of the Academy. _____

(c) Academy does not guarantee that students will pass the state examination, receive a license or find employment. _____

(d) In order to graduate, Students must have successfully completed all required clock hours, practical performances and tests and must have satisfied debts owed to Eden Barber Academy. _____

9. Refund Policy.

(a) Applicants not accepted by Academy shall be refunded all monies paid to Academy, minus the registration fee and book fee. _____

(b) After a Student has attended or been scheduled to attend the Academy for more than 80 hours toward the student's 1500 hour program, even if a no-show, no refund shall be

Initial: _____
Student Parent/Guardian

given to the Student and all monies not paid by the Student shall be immediately due to the Academy. _____

(c) If the Student has attended or been scheduled to attend, even if a no-show, less than 80 hours toward the student's 1500 hour program, the Student will receive his/her deposit minus \$10.00 for each hour the student attended at the Academy. _____

(d) Any monies due to the applicant or Student, shall be refunded within forty-five (45) calendar days of the notice of cancellation. _____

(e) A Student who is expelled for any reason is not entitled to receive a refund of any monies from the Academy. _____

9. Indemnification and Release. Academy provides no insurance coverage for personal property belonging to individuals or for Student health care or accidents. Student agrees to release and hold harmless Academy, its agents and employees from all claims, damages, or other liabilities to the student which are not the result of gross negligence by the Academy, its agents or employees. Student also agrees to indemnify Academy for damages (Including reasonable attorney's fees) for damages caused by the Student. _____

10. Waiver. The failure by Student to require performance of any provision shall not affect Academy's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Enrollment Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself. _____

11. Transcripts. The Academy will not release a transcript of hours, tests or programs until all tuition, fees and costs are paid in full. _____

12. Student is Minor. This Contract is to be between Parent and the Academy if the student is not a legal adult at the time of execution of this Contract. _____
(initial by parent)

13. Guarantor. This Contract is between the Student, Guarantor and the Academy if a Guarantor signs the Contract. The Guarantor guarantees the payments to be made as stated above. _____ **(initial Guarantor)**

IN WITNESS WHEREOF, the Student, Parent (if applicable), Guarantor (if applicable) and Eden Barber Academy have executed this Enrollment Student Contract on this _____ day of _____, _____.

Initial: _____
Student Parent/Guardian

“ACADEMY”

“STUDENT”

Eden Barber Academy

Signature:

Signature:

Printed:

Printed:

Date:

date:

“GUARANTOR”

Signature:

Printed:

Date:

“PARENT OR GUARDIAN”

(Circle one)

Signature:

Printed:

Date:

Initial: _____

Student

Parent/Guardian

RESOLUTION TO WAIVE I.C. 20-30-2-3 AND 20-30-2-2.7 MANDATED 180 STUDENT DAYS

WHEREAS, under I.C. 20-30-2-3, a school corporation shall conduct at least one hundred eighty (180) student instructional days for each instructional year.

WHEREAS, under I.C. 20-20-2-2, a student instructional day in grades 1 through 6 consists of at least five (5) hours (54,000 minutes over 180 days) of instructional time.

WHEREAS, With limited exceptions, a student instructional day in grades 7 through 12 consists of at least six (6) hours (64,800 minutes over 180 days) of instructional time.

WHEREAS, Elkhart Community School Corporation currently has the following instructional minutes at each grade level:

- Grades K-6
6.5 hours per day minus 1 hour lunch and recess = 5.5 hours per day
5.5 hours per day X 180 days = 59,400 minutes (extra time = 5,400 minutes/18 days)
- Grades 7-8
7.08 hours per day minus .5 hour lunch = 6.58 hours per day
6.58 hours per day X 180 days = 71,064 minutes (extra time = 6,264 minutes/17.4 days)
- Grades 9-12
7.42 hours per day minus .5 hour lunch = 6.92 hours per day
6.92 hours per day X 180 days = 74,736 minutes (extra time = 9,936 minutes/27.6 days)

WHEREAS, the district recognizes the persistence of learning gaps for students and the continued need to train teachers and support personnel during a period of continued staff turnover. To address these gaps and deficits, the district seeks to provide additional staff training, coaching, and collaboration. This is accomplished specifically through:

- Integrating the Professional Learning Communities model within Multi-Tiered Systems of Support to implement strong Tier I, Tier II, and Tier III instructional and behavior management practices to meet the needs of students.
- Analyzing formative and summative assessment data to improve instruction.
- Providing all staff opportunities to work on job-related training and duties to support students.

WHEREAS, the district does not seek to reduce the 180 instructional days but merely seeks to conduct 6 of those 180 days as professional days while reserving 3 allowable days under I.C. 20-30-2-2.7 [effective July 1, 2022] for inclement weather. Elkhart Schools asks for the flexibility to not be penalized for conducting up to 9 days of asynchronous instruction while still providing 180 days of instruction and shortening the instructional day by one hour each Monday for middle and high school buildings to conduct professional work

WHEREAS, under Elkhart Schools' status as a member of the Coalition of Continuous Improvement School Districts (CCISD) granted flexibility and waiver of compliance with various provisions set forth in Title 20 of the Indiana Code and Title 511 of the Indiana Administrative Code by the State Board of Education.

BE IT RESOLVED, that the Elkhart Community School Corporation will submit to the CCISD for the 2023-2024 school year application for six (6) professional development days for all schools and a one-hour standing delay on any Monday that is an instructional day for Elkhart High School, North Side Middle School, Pierre Moran Middle School, and West Side Middle School.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that if the CCISD approves the application, Elkhart Community Schools will conduct asynchronous instruction for all students on the six (6) professional learning days and utilize up to three (3) additional days of asynchronous learning due to inclement weather AND the corporation will implement the delayed-start schedule for secondary schools on Mondays for 2023-2024.

PASSED AND ADOPTED this 23rd day of May, 2023.

President, Dacey Davis

Vice President, Troy Scott

Secretary, Douglas Weaver

Member, Jeff Bliler

Member, Mike Burnett

Member, Kellie Mullins

Member, Ann VonDerVellen

ATTEST:

Secretary, Douglas Weaver