

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

**NOTICE OF MEETING CANCELLATION**

Date: Tuesday, October 24, 2023  
Time: 6:00 p.m.  
Location: J.C. Rice Educational Services Center  
2720 California Road  
Elkhart, Indiana 46514

  
\_\_\_\_\_  
Superintendent of Schools

Posted and electronically delivered  
to News Media on Thursday,  
October 19, 2023 and electronically  
delivered to Board Members and School  
Attorney on Friday, October 20, 2023.

NOTICE OF EXECUTIVE SESSION  
OF THE  
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana

Date: Tuesday, October 24, 2023

Time: 5:30 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

  
\_\_\_\_\_  
Superintendent of Schools

Posted and electronically delivered  
to News Media on Thursday,  
October 19, 2023 and electronically  
delivered to Board Members and School  
Attorney on Friday, October 20, 2023.

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

October 24, 2023

CALENDAR

Oct	24	5:30 p.m.	Executive Session, J.C. Rice Educational Services Center
Oct	24	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Nov	14	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Nov	14	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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

- Minutes – October 10, 2023 – Public Work Session
- Minutes – October 10, 2023 – Regular Board Meeting
- Claims
- Fundraisers
- Gift Acceptances
- Conference Leaves
- Overnight Trips
- Grants
- Personnel Report
- Employment

- F. NEW BUSINESS

Agreement for Services – The Administration recommends Board approval of an agreement for branding, positioning and marketing services.

License Agreement – The Administration recommends Board approval of a license agreement with ULEAD for the Servant Leadership class at Elkhart High School.

Administrative Regulation DLC – Expense Reimbursements – The Administration presents proposed revisions to Administrative Regulation DLC – Expense Reimbursements for initial review.

2024 Budget Adoption – The Business Office recommends Board approval of the proposed 2024 Budget, 2024 Capital Projects Fund Plan, and 2024 School Bus Replacement Plan, and other required budget resolutions.

Financial Report – September 2023

Insurance Update

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

October 10, 2023

J.C. Rice Services Center, 2720 California Road, Elkhart 46514 – at  
6:33 p.m.

Place/Time

Board Members	Dacey S. Davis	Mike Burnett
Present:	Troy E. Scott	Kellie L. Mullins
	Douglas K. Weaver	Anne M. VonDerVellen

Roll Call

Absent:	Jeffrey S. Bliler
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ECS Staff	Mark Mow	Siesha Gary
Present:	Lindsey Brander	Kim Varga
	Jamie Presswood	

The Board was presented information about Elkhart Community Schools’  
Bullying Prevention efforts.

Topics  
Discussed

The meeting adjourned at approximately 6:59 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

October 10, 2023

J.C. Rice Educational Services Center, 2720 California Road, Elkhart  
– at 7:09 p.m.

Place/Time

Roll Call

Board Members	Dacey S. Davis	Mike Burnett
Present:	Troy E. Scott	Kellie L. Mullins
	Douglas K. Weaver	Anne M. VonDerVellen

Absent:	Jeffrey S. Bliler
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Board President Dacey Davis called the regular meeting of the Board of School Trustees to order.

Call to Order

Board Secretary Doug Weaver recited the Elkhart Promise.

The Elkhart Promise

Ms. Davis discussed the invitation to speak protocol.

During the Moment of Pride, Barb Cripe, Director of Elementary Instruction, celebrated the following third grade students who earned a perfect IREAD score and presented them with a certificate.

The Elkhart Promise

- Liam Botello, Riverview
- Callie Clair, Cleveland
- Otilia Galindo, Cleveland
- Eli Garcia, Mary Daly
- Ava Miller, Mary Daly
- Noah Parkinson, Roosevelt
- Oscar Patrick, Roosevelt
- Anailys Rosario Mercado, Riverview
- Miracle Smith, Roosevelt
- Aubree Waterman, Eastwood
- Mackenzie Weaver, Monger
- Mary Weidner, Roosevelt

All Board members shook hands with the students and congratulated them on a job well done. Ms. Davis told the students it was wonderful to see Elkhart Community Schools' (ECS) students doing great things.

By unanimous action, the Board approved the following consent items:	Consent Items
Minutes – September 26, 2023 – Board Work Session Minutes – September 26, 2023 – Regular Board Meeting	Minutes
Payment of claims totaling \$9,714,755.21 as shown on the October 10, 2023, claims listing. (Codified File 2324-045)	Payment of Claims
Proposed school fundraisers in accordance with Board policy. (Codified File 2324-046)	Fundraisers
Accepted the following extra-curricular purchase requests: West Side Extra-Curricular Vocal, Band, and Orchestra Account to purchase transportation for the West Side music students' Cedar Point trip totaling \$7,986.	Extra-Curricular Purchase
The following donations were made to Elkhart Community Schools (ECS): \$150 from Bring Change 2 Mind to Pierre Moran to assist with the cost of student rewards for Bring Change 2 Mind student groups; \$500 from Legacy Heating and Air, Inc. to Pierre Moran to assist with the cost of student rewards and events; fifty-five (55) half sheet drapes, five (5) robotics lithotomy drapes, and four (4) Jackson Pratt drains from Unity Physicians Hospital, care of Jennifer Medich, to be used in the Surgical Services program at the Elkhart Area Career Center (EACC); 2002 Oldsmobile Intrigue GX, VIN# 1G3WH52H22F124595, from Gary and Mary Williams to the EACC to be used for training purposes in the Automotive Technology program; 2008 Subaru Forester, VIN# JF1SG636X8H730511, from William Hartley to the EACC to be used for training purposes in the Automotive Technology program; \$700 from Bradley and Kellie Fishburn to the Michele Hostetler Memorial Scholarship fund to help students in the Automotive Technology program further their education in the automotive field; \$1,100 from Brian and Melinda Inniger to the Michele Hostetler Memorial Scholarship fund to help students in the Automotive Technology program further their education in the automotive field; \$2,500 from Welch Packaging Group, Inc., care of Scott Welch and Family, to Pierre Moran to assist with the cost of student rewards and events; and 800 backpacks and supplies from WNDU, care of Michael Fowler, to ECS for students.	Gift Acceptances
Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the October 10, 2023 listings. (Codified File 2324-047)	Conference Leave Requests

Submission of the following grant: CFEC Grant hosted by the Community Foundation of Elkhart County in the amount of \$2,000 – \$2,500 to help support a district-wide 21 <sup>st</sup> Century Scholarship Night and Community Expo at Pierre Moran. (Codified File 2324-048)	Grant
	Personnel Report
One (1) agreement for services. (Codified File 2324-049)	Service Agreement
Employment of the following one (1) certified staff effective on dates indicated: Ashley Schuman – Special Education at Bristol, 10/3/23	Certified Employment
Resignation of the following one (1) certified staff member, effective on date indicated: Jonathan LeVan – Principal at Woodland, 11/9/23	Certified Resignation
Employment of the following thirty-eight (38) classified employees effective on dates indicated: Zienab Abas – Registered Behavior Technician at Eastwood, 10/9/23 Olga Aceves – Food Service at Elkhart High, 10/9/23 Yankho Bassa – Paraprofessional at Roosevelt, 10/10/23 Anna Brown – Food Service at Pinewood, 10/10/23 Sydney Brown – Technical Assistant at Beck, 10/9/23 David Cassell – Paraprofessional at Elkhart High, 10/10/23 Amanda Christensen – Paraprofessional at Cleveland, 10/10/23 Tabitha DeWitt – Food Service at Eastwood, 10/10/23 Lili Eash – Registered Behavior Technician at Pierre Moran, 10/9/23 Kelly Engle – Technical Assistant at Cleveland, 10/9/23 Nathalie Estrada – Food Service at Eastwood, 10/10/23 Denise Finn – Bus Driver at Transportation, 10/2/23 Karen Howard – Registered Nurse at Elkhart High, 10/3/23 DeJanea Johnson – Behavior Support at Roosevelt, 10/10/23 Margaret Johnson – Registered Behavior Technician at Beck, 10/10/23 Lisa Jones – Therapist at PACE, 10/10/23 Amy Knoll – Technical Assistant at Riverview, 10/9/23 Michele Kovatch – Paraprofessional at Monger, 10/10/23	Classified Employment

Cori Ledden-Edmisten – Technical Assistant at Feeser,  
10/9/23  
 Lorie Lee – Food Service at Roosevelt, 10/9/23  
 Kelsy Manley – Technical Assistant at Beardsley,  
10/9/23  
 Mercedes Mayweathers Brown – Food Service at North  
Side, 10/9/23  
 Alicia Mendez – Parent/Community Liaison at  
Roosevelt, 10/9/23  
 Glen Miller – Bus Driver at Transportation, 10/2/23  
 Haley Morse – Therapist at Pierre Moran, 9/14/23  
 Margie Nisley – Paraprofessional at Roosevelt, 10/10/23  
 Chelsea Penninger – Technical Assistant at EACC,  
10/2/23  
 Bridget Petersheim – Registered Behavior Technician at  
PRIDE, 10/9/23  
 Kelsey Rockstroh – Registered Nurse at Daly, 10/9/23  
 Rebecca Rohrer – Paraprofessional at Osolo, 10/10/23  
 Margo Ross – Paraprofessional at Cleveland, 10/10/23  
 Katie Sandefur – Paraprofessional at EACC, 10/9/23  
 Kathleen Seymour – Food Service at Freshman Division,  
10/2/23  
 Teri Shreiner – Paraprofessional at Eastwood, 10/10/23  
 Danielle Smith – Paraprofessional at West Side,  
10/10/23  
 Laura Solis – Food Service at Monger, 10/9/23  
 Jean Wesolowski – Food Service at Elkhart High,  
10/9/23  
 Sarah Young – Food Service at Osolo, 10/9/23

Retirement of the following three (3) classified employees.  
Effective pm dates indicated:

Classified  
Retirements

Lamont Donathen, Jr. – Head Custodian at West Side,  
10/4/23 with 23 years of service  
 Michele Habic – Secretary at Woodland, 11/10/23  
with 23 years of service  
 David Paulson – Head Custodian at Building Services,  
10/23/23 with 37 years of service

Unpaid leave for the following two (2) classified employees,  
effective on dates indicated:

Classified  
Leaves

James Neal – Food Service at Pierre Moran, beginning  
9/18/23 and ending 9/27/23  
 Miranda Quinn – Food Service at North Side, beginning  
9/25/23 and ending 10/24/23

<p>Resignation of the following two (2) classified employees, effective on dates indicated:</p> <p style="padding-left: 40px;">Sara Paholak – Paraprofessional at Feeser, 5/25/23</p> <p style="padding-left: 40px;">Kevin Scott – Chief Financial Officer at ESC, 3/29/24</p>	Classified Resignations
<p>Ms. Davis suspended the regular meeting and opened the 1028 public hearing on the Issuance of Bonds for the purpose of providing funds to pay for the renovation, expansion and update of both the Main Building and North Annex Buildings of the Elkhart Area Career Center (EACC) as well as two (2) Appropriation Resolutions authorizing use of the said bond proceeds. Kevin Scott, Chief Financial Officer, provided a brief overview of the construction projects and informed Board Members we plan to have a five (5) year payoff of the bonds. A copy of the layout/footprint of the construction was provided to the Board by Tony Ganesi. Following comments or questions from the Board, and no further comments from the audience, the 1028 hearing was closed.</p>	Public Hearing
<p>Ms. Davis opened and held a public hearing on the 2024 Budget, 2024 Capital Projects Plan and 2024 School Bus Replacement Plan as presented by Mr. Scott during the September 26, 2023 Public Work Session. With no comments from the audience, the hearing was closed.</p>	Public Hearing
<p>By unanimous action, the Board approved two (2) Resolutions Authorizing the Issuance of Bonds for the Purpose of Providing Funds to Pay for Renovation, Expansion, and Update of the EACC Main Building and for Renovations, Expansion, and Update Projects at the EACC North Annex. (Codified File 2324-050)</p>	Resolutions
<p>By unanimous action, the Board approved two (2) Appropriation Resolutions for the use of bond proceeds for renovation, expansion, and update of the EACC Main Building and the EACC North Annex Projects. (Codified File 2324-051)</p>	Resolutions
<p>Doug Thorne, District Counsel/Chief of Staff, presented proposed revisions to Administrative Regulation DLC – Conference Leave Request form and asked them to waive second review. Mr. Thorne further explained, during the October 24, 2023 Board meeting, he will be presenting proposed revisions to the corresponding Administrative Regulation DLC – Expense Reimbursement, which outlines a new process and timeline for getting conference leaves approved.</p>	Administrative Regulation DLC
<p>An audience member expressed concerns about suicide prevention resources available outside of the school day.</p>	From the Audience
<p>An audience member spoke about the Master Contract negotiations between ECS and the Elkhart Teachers Association (ETA). Both the administration and ETA bargaining teams have been working hard and</p>	

have a full day of negotiations planned for October 11. In order to alleviate staffing shortages, she is hopeful ECS will be able to increase the beginning teacher's salary to a level more competitive with neighboring districts.

Mr. Mow reminded Board Members of their next Board Executive Session beginning at 5:30 p.m. followed by a Board Meeting at 7:00 p.m. on October 24, 2023.

From the  
Superintendent

The meeting adjourned at approximately 7:40 p.m.

Adjournment

APPROVED:

Signatures

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Dacey S. Davis, President

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Troy E. Scott, Vice President

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Douglas K. Weaver, Secretary

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Jeffrey S. Bliler, Member

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Mike Burnett, Member

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Kellie L. Mullins, Member

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Anne M. VonDerVellen, Member



[illegible]







ELKHART AREA CAREER CENTER

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: MR. MOW**  
**BOARD OF SCHOOL TRUSTEES**

**FROM: BRANDON EAKINS** *BE*

**DATE: OCTOBER 13, 2023**

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**RE: DONATION APPROVAL - EACC**

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Michiana Porsche Club has donated \$435.00 to the Michele Hostetler Memorial Scholarship fund. This scholarship is given each year to an Elkhart Area Career Center student who is currently enrolled in Mr. Hostetler's Automotive Technology class to help further their education in the Automotive Field.

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

Michiana Porsche Club  
2811 Red Fawn Ct  
South Bend, IN 46614



ELKHART AREA CAREER CENTER

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: MR. MOW**  
**BOARD OF SCHOOL TRUSTEES**

**FROM: BRANDON EAKINS** BE

**DATE: OCTOBER 13, 2023**

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**RE: DONATION APPROVAL - EACC**

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Brian and Melinda Inniger have donated \$500.00 to the Michele Hostetler Memorial Scholarship fund. This scholarship is given each year to an Elkhart Area Career Center student who is currently enrolled in Mr. Hostetler's Automotive Technology class to help further their education in the Automotive Field.

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

Brian and Melinda Inniger  
20001 Regina Rd  
New Paris, IN 46553-9631

**ELKHART COMMUNITY SCHOOLS**

**Elkhart, Indiana**

DATE: October 20, 2023

TO: Mark Mow, Superintendent

FROM: Dr. Bruce Stahly

RE: **Conference Leave Requests**

**October 24, 2023 - Board of School Trustees Meeting**

*BStahly*

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

<b>2023 - 2024 CONFERENCES</b>	<b>EXPENSES</b>	<b>SUBSTITUTE</b>
<b>FBLA (FUTURE BUSINESS LEADERS OF AMERICA) STATE FALL CONFERENCE</b> Ms. Jerzak is the State Chair of Indiana Future Business Leaders of America. She will be coordinating the conference as well as the FBLA activities at the IACTE Conference. All expenses for this conference are paid by FBLA Indiana Chapter. Indianapolis, IN November 8, 2023 JULIE JERZAK - EHS (1-2)	\$0.00	\$0.00
<b>KIDS COUNT CONFERENCE</b> This conference provides tools to better serve newly immigrated students and families. With families often coming from traumatic backgrounds, research based strategies will be given to better help our families. Indianapolis, IN November 14-15, 2023 IVETTE SIFUENTES - EHS FRESHMAN (0-0)	\$1,107.94	\$0.00
	<i>N/A</i>	
	<i>ESSER III</i>	
<b>FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)</b>		
	<b>\$1,107.94</b>	<b>\$0.00</b>
2022 YEAR-TO-DATE EDUCATION FUNDS	\$22,516.62	\$2,755.00
2023 YEAR-TO-DATE EDUCATION FUNDS	\$10,946.97	\$475.00
2022 YEAR-TO-DATE OTHER FUNDS	\$198,529.66	\$6,175.00
2022 YEAR-TO-DATE ADJUSTMENTS	-\$2,547.75	\$0.00
2023 YEAR-TO-DATE OTHER FUNDS	\$277,142.85	\$4,465.00
2023 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$506,588.35</b>	<b>\$13,870.00</b>

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

ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST

School: Elkhart High

Class/Group: Girls Basketball

Number of Students: 15-20

Date/Time Departing: Nov 10, 2023 4:30 pm

Date/Time Returning: Nov 11, 2023 11:00 pm

Destination: Hampton Southeastern High Fishers IN  
City State

Overnight facility: Residence Inn by Marriott Fishers

Mode of transportation: Bus

Reason for trip: Limit travel time for morning  
tournament

Names of chaperones: Kenneth Hunt Brian Stout Kristen Hunt  
Cassie Cipola Mattie Miller Akayah Taylor

Cost per student: 0

Describe Plans for Raising Funds or Funding Source: Girls Basketball Special Fund

Plans to defray costs for needy students: NO cost for students

Are needy students made aware of plans? NO cost for students

Signature of Teacher/Sponsor: Kenneth B Hunt

Signature of Principal: AD Brian Stout Date: 10-11-23

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

Approval of Assistant Superintendent: Brian Stout Date: 10/12/23

Approval by Board: \_\_\_\_\_

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

November 11, 2009

ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST

School: Elkhart High School

Class/Group: Girls Basketball

Number of Students: 12

Date/Time Departing: Dec 22, 2023 4:30 pm

Date/Time Returning: Dec 23, 2023 11:00 pm

Destination: Trine University Classic Angola, IN  
City State

Overnight facility: Windsor by Wyndham Angola

Mode of transportation: bus

Reason for trip: limit travel time for morning  
games

Names of chaperones: Kenneth Hunt Renee Stort Krisen Hunt  
Cassie Capra Mattie Miller Akayah Taylor

Cost per student: 0

Describe Plans for Raising Funds or Funding Source: Girls Basketball Special Fund

Plans to defray costs for needy students: no cost for students

Are needy students made aware of plans? no cost for students

Signature of Teacher/Sponsor: Kenneth B. Hunt

Signature of Principal: [Signature] Date: 10-11-23

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

Approval of Assistant Superintendent: Bruce Stahly Date: 10/12/23

Approval by Board: \_\_\_\_\_

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

November 11, 2009



ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST

School: Elkhart High School

Class/Group: AFJROTC Raider Team

Number of Students: 30

Date/Time Departing: 03 Nov 1200

Date/Time Returning: 05 Nov 1800

Destination: Fort Knox, KY U.S. Army Installation  
City State

Overnight facility: Fort Knox Guest Barracks

Mode of transportation: School Bus

Reason for trip: To compete in the All-Servic Raider  
National Championship


Names of chaperones: Major Dorman  
Mr. + Mrs Hartman + son (21) Approval Doug + Sue Weaver (prossing)

Cost per student: \$0

Describe Plans for Raising Funds or Funding Source: Self funded by unit, cost offset by AFJROTC HQ,  
ECS to cover transportation

Plans to defray costs for needy students: No Cost

Are needy students made aware of plans? No Cost

Signature of Teacher/Sponsor:   
G. B. Dorman, Major, USAF (Retired)  
FA 52, CN-20162

Signature of Principal: Kelly Black Kentado Date: 10/17/23

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

Approval of Assistant Superintendent: Bruce Shelby

Date: 10/17/23

Approval by Board: \_\_\_\_\_

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

November 11, 2009

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?
One School at a Time	Martin's Supermarket	Mary Feeser	Stephanie Robbins	\$1,000.00	Fixing and replacing items on the playground that are broken or unsafe.	We will use this money to go towards a desperately needed playground for the students to enjoy. We currently have plywood over broken pieces to keep kids safe. They need a great playground to help burn some of the energy off at recess.	\$1,000	10/16/2023
AWS K-12 Cybersecurity Grant	Amazon Web Services	ECS District	Jason Inman	\$20,000	This grant would allow us to quickly recover our mission-critical servers in the event of an emergency/disaster (to the AWS cloud).	Security Improvements and Disaster Recovery	Cloud Storage through Amazon Web Services \$20,000	12/29/2023

BSakly



## HUMAN RESOURCES

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# ELKHART

COMMUNITY SCHOOLS

## INTERNAL MEMO

**TO: MR. MARK MOW**  
**FROM: MS. MAGGIE LOZANO**  
**DATE: OCTOBER 24, 2023**

### PERSONNEL RECOMMENDATIONS

#### CERTIFIED

- a. **Administrative Appointment** – The administration recommends confirmation of the following administrative appointment effective November 10, 2023:

**Jeremy Bechtel**

**Woodland/Principal**

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

**Betsabe Rangel**

**Eastwood/Special Education**

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

**Heather Hall**

Began: 8/15/11

**West Side/Art**

Resign: 12/21/23

**Holly Hogan**

Began: 8/9/21

**Elkhart High/Science**

Resign: 11/9/23

**Elizabeth Peck**

Began: 8/15/23

**North Side/Math**

Resign: 10/13/23

- d. **Extension of Leave** – We recommend an extension to the leave for the following employee:

**Alexis Carroll-Troyer**

Begin: 1/8/24

**Beck/Kindergarten**

End: 5/31/24

**DeVetta Farrow**

Begin: 10/10/23

**Pierre Moran/Assistant Principal**

End: 12/15/23

## CLASSIFIED

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

**Mercedes Alvarez**

Began: 8/21/23

**Commissary/Food Service**

PE: 10/16/23

**Patricia Bloom**

Began: 8/28/23

**Transportation/Bus Driver**

PE: 10/23/23

**Elton Bock**

Began: 8/17/23

**Transportation/Bus Helper**

PE: 10/11/23

**David Davis**

Began: 8/28/23

**EACC/Technical Assistant**

PE: 10/23/23

**Carlene Duncan**

Began: 8/21/23

**Pierre Moran/Occupational Therapist**

PE: 10/16/23

**Cynthia Fletcher**

Began: 8/17/23

**Cleveland/Food Service**

PE: 10/11/23

**Cynthia Heiman**

Began: 8/17/23

**Transportation/Bus Driver**

PE: 10/11/23

**Mark Henderson**

Began: 8/23/23

**Bristol/Food Service**

PE: 10/17/23

**Diamond Kelly**

Began: 8/28/23

**EACC/Technical Assistant**

PE: 10/23/23

**Riley Keppler**

Began: 8/24/23

**Riverview/SLPA**

PE: 10/18/23

**Shannon Kirkendoll**

Began: 8/17/23

**Transportation/Bus Driver**

PE: 10/11/23

**Annette Lagadon**

Began: 8/29/23

**Commissary/Food Service**

PE: 10/23/23

**Theresa Lee**

Began: 8/17/23

**Pinewood/Food Service**

PE: 10/11/23

**Tiffany Love**

Began: 8/21/23

**Transportation/Bus Helper**

PE: 10/16/23



**PAlysha McDaniel**

Began: 8/17/23

**North Side/Food Service**

PE: 10/11/23

**Dalida Mood**

Began: 8/18/23

**Pierre Moran/Paraprofessional**

PE: 10/12/23

**Kashelia Pendleton-McClinton**

Began: 8/17/23

**Transportation/Bus Driver**

PE: 10/11/23

**Lateena Pettis**

Began: 8/29/23

**North Side/Paraprofessional**

PE: 10/23/23

**Doris Pratcher**

Began: 8/24/23

**Commissary/Food Service**

PE: 10/18/23

**Lesa Rohrer**

Began: 8/17/23

**Transportation/Bus Driver**

PE: 10/11/23

**Palmira Salazar**

Began: 8/28/23

**Pierre Moran/Secretary**

PE: 10/23/23

**Aillen Smart**

Began: 8/21/23

**Transportation/Bus Driver**

PE: 10/16/23

**Sandy Spencer**

Began: 8/21/23

**Transportation/Bus Helper**

PE: 10/16/23

**Brittany Stewart**

Began: 8/17/23

**North Side/Secretary**

PE: 10/11/23

**Ella Szymczak**

Began: 8/22/23

**Eastwood/Paraprofessional**

PE: 10/16/23

**Charlena Thompson**

Began: 8/25/23

**Transportation/Bus Driver**

PE: 10/19/23

**Eric Thompson**

Began: 8/24/23

**Beardsley/Food Service**

PE: 10/18/23

**Vickie Vinson**

Began: 8/17/23

**Transportation/Bus Helper**

PE: 10/11/23

**Patrick Walton**

Began: 8/24/23

**Transportation/Bus Driver**

PE: 10/18/23



**Laura Witte**  
Began: 8/17/23

**Transportation/Bus Driver**  
PE: 10/11/23

- b. **Revision** - We recommend the revision of a resignation reported on the October 10, 2023 Board Report to a retirement for the following employee:

**Kevin Scott**  
Began: 5/16/16

**ESC/Chief Financial Officer**  
Retire: 3/29/24  
YOS: 7

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

**Lori Weaver**  
Began: 8/10/12

**Catering/Food Service**  
Retire: 1/2/24  
YOS: 11

- d. **Unpaid Leave** – We recommend an unpaid leave for the following employees:

**Sharron Lewis**  
Begin: 1/29/24

**Transportation/Bus Driver**  
End: 3/1/24

**Maria Martinez**  
Began: 10/12/23

**Monger/Technical Assistant**  
End: 12/12/23

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

**Paula Gluck**  
Began: 8/10/20

**Riverview/Food Service**  
Resign: 10/19/23

**Jessenia Macias-Flores**  
Began: 12/10/21

**HELC/Secretary**  
Resign: 10/30/23

**April McBride**  
Began: 12/13/21

**Technology/Data Specialist**  
Resign: 10/26/23

**Miranda Meese**  
  
Began: 9/2/21

**Exceptional Learners/Board Certified Behavior Analyst (BCBA)**  
Resign: 11/3/23

**Lisa Rose**  
Began: 1/3/17

**ESC/Substitute Teacher**  
Resign: 12/21/23

**Bill Wooley**  
Began: 9/20/21

**Transportation/Bus Driver**  
Resign: 10/30/23





**HUMAN RESOURCES**

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

**TO: BOARD OF SCHOOL TRUSTEES**  
**FROM: MS. MAGGIE LOZANO**  
**DATE: OCTOBER 24, 2023**

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**EMPLOYMENT – ACTION ITEM**

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**CLASSIFIED – EXTRA DUTY ASSIGNMENT**

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

**Position:** Assistant Boys Basketball Coach

**Location:** Osolo



**ELKHART**  
COMMUNITY SCHOOLS

**Agreement for  
Elkhart Community School Corporation  
Branding, Positioning and Communications Services**

October 2023

Elkhart Community Schools delivers excellent educational opportunities and options to students in Elkhart County but faces challenges in terms of perception and competition from other school districts, private schools and online education providers. To address these challenges, a well-thought-out marketing and public relations strategy is essential.

## **Objectives**

Big Idea Company will consult with Elkhart Community Schools with the following objectives:

- **Enhance Branding:** Develop a strong and positive brand identity for Elkhart Community Schools highlighting strengths, achievements and commitment to quality education
- **Strategic Messaging:** Craft clear, compelling and consistent messaging to community regarding the school system's mission, values and unique selling points
- **Positioning:** Position Elkhart Community Schools as the premier choice for quality education in the county, emphasizing its dedication to academic excellence, diversity and community engagement

## **Strategy**

Big Idea Company will attend meetings, presentations, and guided work sessions to develop the following recommendations for Elkhart Community Schools:

- **Brand Development:** Work closely with the school system leadership to create a compelling message that encapsulates Elkhart Community Schools's mission, commitment to excellence and student-centered approach
- **Key Messages/Talking Points:** Develop a set of key messages/talking points that address common questions and concerns from parents and the community, emphasizing the strengths of the school system
- **Logo and visual identity:** Create a visual identity guideline to ensure consistency of logo usage across all materials (appropriate logo, color usage, etc.) This can be done at a corporate level and/or at each individual school
- **Marketing Collateral:** Perform a rudimentary assessment of current marketing and communications materials and communication channels, understanding the challenges





- and opportunities associated with each. Provide recommendations on ways to improve, streamline and provide consistency throughout materials
- **Media Training:** Provide media training to key staff members, allowing them to effectively convey the school system's message and handle media inquiries
- **Social Media Strategy:** Provide guidance for social media engagement that showcases success stories, academic achievements, and community involvement to position Elkhart Community Schools
- **General Consulting:** Provide general consulting on communication and marketing as needed

## Budget

Monthly retainer of \$4,000.

This includes all consulting and creative services as described in this proposal.

## Agreement

Elkhart Community Schools will engage Big Idea Company for 12 months beginning November 1, 2023. The agreement will be reviewed by both parties at 6 months (May 1, 2023). At that time, mutually agreeable changes to this agreement can be made based upon work history and projections going forward.

Big Idea Company will invoice Elkhart Community Schools for services on the first day of the month following each previous month of services. We will bill a retainer of \$4,000/month.

At this time, Big Idea Company projects no need for additional outside expenses. If such expenses are deemed necessary in the course of doing business, Big Idea Company will itemize and seek approval for said expenses before incurring them on behalf of the client.

Agreed:

Melinda Pierce  
Vice President,  
Big Idea Company, LLC

Agreed:

Name: Mark Mow  
Title: Superintendent  
Org: Elkhart Community Schools

Date: 10/30/2023 Date: \_\_\_\_\_





INSTRUCTIONAL LEADERSHIP

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

**INTERNAL MEMO**

**To: BOARD OF SCHOOL TRUSTEES**

**MARK T. MOW  
SUPERINTENDENT**

**FROM: DR. BRUCE STAHLY  
ASSISTANT SUPERINTENDENT OF INSTRUCTION**

**DATE: OCTOBER 20, 2023**

**RE: ULEAD AGREEMENT**

I am recommending the ULEAD license agreement in your board packet be approved. A contract with ULEAD for these services was signed last school year. I am quite sure this was done so planning could begin on the development of the course curriculum and allow for appropriate instructional training; both ULEAD and HEA then developed the course. The State title of the course is Community Service (COMM SERV) and it was approved as a new course for Elkhart High School during the April 25, 2023 Board meeting. It is a one semester course which currently has 31 students enrolled first semester and approximately 30 students second semester.

This course is designed for grade 10 students and meets graduation requirements. A prerequisite of this course is high school athletic participation. It is an experiential class designed to broaden a student's understanding of servant leadership and allows students to practice the skills necessary to become good servant leaders. The curriculum is highly interactive and engages students as co-creators in learning as they are guided through sequenced activities requiring team interaction, problem-solving, mindfulness, and reflection.

The original contract was a 3-year contract which included extensive training from LEAD instructional coaches for the EHS teacher. The ULEAD agreement basically indicates at the end of the contract, Elkhart will have completed the training and have the appropriate materials for the course in place. If additional training is needed, LEAD will provide such training and has included an approximate cost for this as well.

BNS/cr

**WHERE LEARNING HAS NO LIMITS**

## License Agreement

This LICENSE AGREEMENT (the "**Agreement**"), dated effective March 17, 2023 (the "**Effective Date**"), is made by and between Elkhart Community Schools ("**Licensee**"), an Indiana public school district with offices located at 2720 California Road, Elkhart, Indiana 46514, and ULEAD, Inc. ("**Licensor**"), an Indiana corporation with offices located at 212 S. Main St. Suite 2, Goshen, Indiana 46526.

### RECITALS

A. Licensor is the owner of the Work (as defined below) and wishes to grant to Licensee a license under those rights, and

B. Licensee wishes to obtain a license to the Work for the uses and purposes described herein, each subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. License.

1.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) a non-exclusive, non-transferable (except as provided in Section 11.3), non-sublicensable license for use with students in Elkhart Public School facilities (the "**Territory**"), solely to reproduce, transmit, and distribute the Work through classroom interaction and activity for purposes of implementing Licensor's servant leadership class curriculum. The "**Work**" is defined as the written, whether in printed or electronic format, and oral materials, curriculum, instructions, and other documentation associated with the creation and implementation of a servant leadership course curriculum that combines classroom and field experiences to push students to reflect, analyze, and critique the impact of leadership through service. The "**Work**" includes but is not limited to, the written and oral materials, curriculum, instructions, and documents provided to Licensee in connection with deploying the curriculum and includes the materials, curriculum, instructions, and documents provided to the trained educators that are permitted to lead students through the curriculum. Licensee may receive independent pieces of the Work at different times throughout the duration of this Agreement.

1.2 Third-Party Rights. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement will be deemed to be a grant by Licensor of a license, sublicense, or other grant of a right to Licensee to use any third-party rights or any rights under any third-party license that cannot be licensed, sublicensed, or granted without the consent, approval, or agreement of another party, unless such consent, approval, or agreement is first obtained by Licensee.

1.3 Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee under this Agreement. No use by Licensor of the Work in any medium or manner will be deemed to interfere with the limited permissions made to Licensee by Licensor herein.

2. Usage of the Work. Notwithstanding any other provision to the contrary contained in this Agreement:

2.1 Copyright Notices. Licensee will ensure that its use of the Work is marked with the appropriate copyright notices specified by Licensor in a prominent position in the order and manner provided by Licensor. Licensee will abide by the copyright laws and what are considered to be sound practices for copyright notice provisions in the Territory. Licensee will not use any copyright notices that conflict with, confuse, or negate the notices Licensor provides and requires hereunder.

2.2 Compliance with Licensor's Directions. The Work may be reproduced or used only in the form and in such manner specifically approved by Licensor in advance via teacher trainings and observational sessions.

2.3 Modifications. Licensee will not translate, recast, edit, alter, modify, or create any derivative works of the Work, unless Licensor provides signed written permission to do so.

2.4 Trained Educators. Only educators that have successfully completed the applicable training programs offered by or through Licensor will be permitted to use the Work and lead students through the curriculum. All such trained educators must follow the techniques and methods provided for in the trainings when leading students through the curriculum. The first group of educators will all receive the training simultaneously at no additional cost to the Licensee. All future educators will be required to take training at the cost offered by Licensor at that time.

3. Payment. The original payment terms agreed upon by Licensor and Licensee are attached as Exhibit A. Upon additional deliberation, the contact person and payment amounts shown on Exhibit A are hereby modified to reflect the contact person and payment terms shown on Exhibit B, with all other provisions of Exhibit A remaining in effect.

4. Loan of Materials. Licensee agrees to pre-pay all reproduction, laboratory, shipping, insurance, and other direct costs Licensor incurs in creating, reproducing, or sending materials necessary for the implementation of the Work. Licensee shall reimburse Licensor for any and all costs associated with replacing or repairing the Work or materials designated by Licensor for implementation of the Work if such Work or materials are lost, stolen, damaged, or destroyed while out of Licensor's possession pursuant hereto.

## 5. Ownership and Protection.

5.1 Acknowledgment of Ownership. Except for the licenses expressly granted to Licensee in this Agreement, Licensee acknowledges that all right, title, and interest in and to the Work, as well as any modifications or improvements made thereto by Licensee, are owned by Licensor. If Licensee acquires any rights in the Work by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by either party. Licensee agrees not to dispute or challenge or assist any person or entity in disputing or challenging Licensor's rights in and to the Work.

### 5.2 Protection of the Work.

(a) Notification. Licensee shall, at its sole expense, maintain any copies of the Work within Licensee's possession, custody, or control under first-class conditions and shall take all available measures to protect and safeguard the Work. Licensee shall immediately notify Licensor in writing with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Work; (ii) actual, suspected, or threatened claim that use of the Work infringes the rights of any third party; or (iii) any other actual, suspected, or threatened claim to which the Work may be subject.

(b) Actions. With respect to any of the matters listed in Section 5.2(a): (i) Licensor has exclusive control over, and conduct of, all claims and proceedings; (ii) Licensee shall provide Licensor with all assistance that Licensor may reasonably require in the conduct of any claims or proceedings; and (iii) Licensor shall bear the cost of any proceedings, unless resulting from Licensee's negligence or intentional misconduct, or breach of this Agreement, and will be entitled to retain all sums recovered in any action for its own account.

6. Confidentiality. From time to time, Licensor may disclose or make available to Licensee information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, including business operations and strategies, marketing, creative elements, artwork, visual representations, research material and data, specifications, processes, and technological developments, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Licensee; (b) is or becomes available to Licensee on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information and no requirement to maintain confidentiality exists; (c) was known by or in the possession of Licensee before being disclosed by or on behalf of Licensor; or (d) was or is independently developed by Licensee without reference to or use, in whole or in part, of any of Licensor's Confidential Information. Licensee shall: (i) protect and safeguard the confidentiality of Licensor's Confidential Information with at least the same degree

of care as Licensee would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use Licensor's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except: (A) to Licensee's officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist Licensee, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, or (B) pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Licensee shall first make reasonable efforts to provide Licensor with: (1) prompt written notice of such requirement so that Licensor may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at Licensor's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

## 7. Representations and Warranties.

7.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization;
- (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or organizational action of the party; and
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2 Licensor's Representations and Warranties. Licensor represents and warrants, solely to and for the benefit of Licensee, that it owns the Work in connection with Licensee's uses permitted hereunder in the Territory.

7.3 Licensee's Representations and Warranties. Licensee represents and warrants that:

- (a) Licensee will not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Work or Licensor, or cause confusion as to the ownership of the Work; and

(b) Licensee's use of the Work will not infringe, misappropriate, or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.

7.4 Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED PROPERTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

8. Indemnification.

8.1 Licensee Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, shareholders, agents, affiliates, successors, assigns, and licensees (collectively, the "**Indemnified Party**") from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding (each a "**Third-Party Claim**") relating to any actual or alleged breach by Licensee of its representations, warranties, covenants, or other obligations hereunder.

8.2 Indemnification Procedure. The Indemnified Party shall promptly notify Licensee upon becoming aware of a Third-Party Claim under this Section 8. Licensee shall promptly assume control of the defense and investigation of such Third-Party Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with Licensee in connection therewith, in each case, at Licensee's sole cost and expense. The Indemnified Party may participate in the defense of such Third-Party Claim, with secondary counsel of its own choosing and at its own cost and expense. Licensee shall not settle any such Third-Party Claim without such Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If Licensee fails or refuses to assume control of the defense of such Third-Party Claim, the Indemnified Party has the right, but no obligation, to defend against such Third-Party Claim, including settling such Third-Party Claim after giving notice to Licensee, in each case, in such manner and on such terms as the Indemnified Party may deem appropriate. Licensee will then be responsible for reimbursing Idemnified Party for the cost of defense and any settlement payment made plus attorney's fees necessary to collect the same. Neither the Indemnified Party's failure to perform any obligation under this Section 8.2 nor any Indemnified Party's act or omission in Licensee's defense or settlement of any such Third-Party Claim will relieve Licensee of its obligations under this Section 8.2, except to the extent that Licensee can demonstrate that it has been materially prejudiced as a result thereof.

## 9. Term and Termination.

9.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier as provided herein, will remain in force for a period of two (2) academic years (the "**Term**").

9.2 Either party may terminate this Agreement on written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

9.3 Either party may terminate this Agreement by written notice to the other party if the other party: (a) becomes insolvent or admits its inability to pay its debts generally as they become due; (b) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (c) is dissolved or liquidated or takes any corporate action for such purpose; (d) makes a general assignment for the benefit of creditors; or (e) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.4 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, all rights licensed under this Agreement will revert immediately to Licensor and Licensee shall inactivate and erase all digital copies of the Work in its control and possession and return or, at Licensor's written request, destroy, any tangible copies of the Work. Other than termination by Licensor pursuant to Section 9.3, upon expiration or termination of this Agreement, Licensee may retain one archived copy of the Work solely to the extent required to comply with public record retention requirements applicable to Licensee and then only for purposes of responding to claims or inquiries relating to the Work.

9.5 Surviving Rights. Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration, including the rights and obligations set forth in this Section 9, Section 3, Section 5, Section 6, Section 7, Section 8, and Section 1.

## 10. Remedies.

10.1 Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, Licensor will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Licensor may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.



10.2 Limitation of Liability. LICENSOR WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING LOSSES OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. General.

11.1 Entire Agreement. This Agreement, including and together with any related attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

11.2 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.3 Assignment. Licensee shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Licensor. Any purported assignment or delegation in violation of this Section 11.3 is null and void. Licensor may freely assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

11.4 Choice of Law; Venue. This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of the state of Indiana without giving effect to any conflict of laws provisions thereof. Venue and jurisdiction for any litigation arising out of, related to, or regarding this Agreement will be in the state courts located in the County of Elkhart, State of Indiana.

11.5 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

11.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

11.7 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

11.8 Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

11.9 Attorneys' Fees. In the event that any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

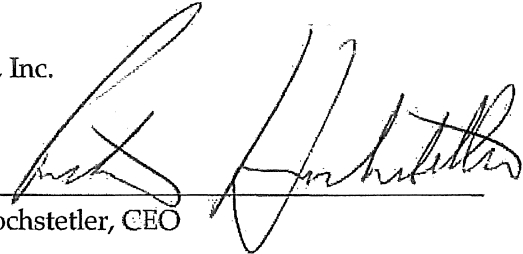
11.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensors and Licensee have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.


LICENSOR:

ULEAD, Inc.

  
\_\_\_\_\_  
Ritch Hochstetler, CEO

LICENSEE:

Elkhart Community Schools

  
\_\_\_\_\_  
Bruce Stahly, Assistant Superintendent

APPROVED BY  
BOARD OF SCHOOL TRUSTEES:

\_\_\_\_\_  
Dacey S. Davis, President

\_\_\_\_\_  
Douglas K. Weaver, Secretary

## EXHIBIT A

212 S. Main St. Suite 2  
Goshen, Indiana 46526  
(574) 696-1085  
uleadinc.org



### Elkhart Schools Servant Leadership Class Overview & Contract

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**Contact Name/Title:** Dr. Brad Sheppard, Assistant Superintendent of Instruction  
**Organization:** Elkhart Community Schools  
**Contact Email:** bsheppard@elkhart.k12.in.us  
**Contact Phone #:** 574.262.5559

**ULEAD Contact:** *Ritch Hochstetler. C: 574.529.1123. E: ritch@uleadinc.org*

#### ULEAD Project Scope:

Phase 1: to be completed by August 1<sup>st</sup> 2023

Creating the **working draft** of the Servant Leadership Class Curricula. (Scripted and sequenced)

1. ULEAD provides class content, activities, and outcomes to HEA and Jason Harrison
2. HEA provides curriculum consultation and support
3. Jason Harrison creates curriculum draft from ULEAD content with HEA support

Phase 2: School Year 23-24

Implementing and finalizing the curriculum.

1. Fall Semester 2023 ULEAD teaches class with Elkhart teacher observation
2. Spring Semester 2024 ULEAD co-teaches with Elkhart teacher
3. ULEAD works with HEA to finalize curriculum

Phase 3: School Year 24-25

1. Fall Semester 2024 Elkhart teaches with ULEAD coaching
2. Spring Semester 2025 Elkhart Teaches

Phase 4: Ongoing Coaching and Refinement with Elkhart Teachers (To be determined)

#### Cost Details:

Phase 1: 15 hrs Curriculum Consultation from HEA \$7,500  
165 hrs Curriculum writing for ULEAD Servant Leadership Class for Elkhart Schools \$15,000  
Phase 2: 105 hrs Course instruction by ULEAD \$42,000  
Phase 3: 30 hrs Coaching for Elkhart teachers by ULEAD \$7,500  
Phase 4: 40 hrs Observation, Collaboration, and Refinement of Curriculum \$3,000

**PROGRAM QUOTE: \$75,000**

#### Payment Terms:

**Phases 1-3: Upon contract signing \$30,000**  
January 1, 2023 \$22,500  
April 1, 2024 \$15,000

212 S. Main St. Suite 2  
Goshen, Indiana 46526  
(574) 696-1085  
uleadinc.org



## Elkhart Schools Servant Leadership Class Overview & Contract

December 1, 2024 \$7,500

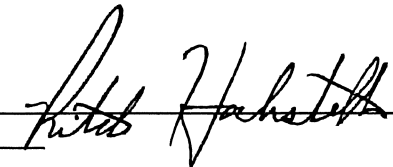
Phase 4: TBD

-Liability Waivers must be completed for each participant and received by ULEAD prior to the program.

-Cancellation may result in a penalty of 50% of the training charges.

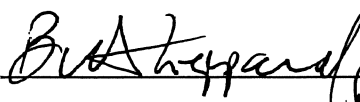

-By signing below, both parties agree to the terms and conditions as specified in this program overview.

for ULEAD



Date 03/29/2023

for Customer

Date 3/30/23

3/31/23

Please sign and return ASAP. Prices on the estimate/contract are valid for 30 days from issuance, however dates are not guaranteed until the signed contract is received by our office. Thank you for your business. We look forward to serving you!

## EXHIBIT B

### Elkhart Schools Servant Leadership Class Update to Overview & Contract

The following information identified on Exhibit A is hereby revised to the following with all other provisions remaining unchanged.

**Organization:** Elkhart Community Schools  
**Contact Name/Title:** Frank Serge, Director of Secondary Education  
**Contact Email:** fserge@elkhart.k12.in.us  
**Contact Phone #:** 574.262-5559

**Additional Contact:** W. Douglas Thorne, District Counsel Chief of Staff  
**Contact Email:** dthorne@elkhart.k12.in.us  
**Contact Phone #:** 574.262-5517

<b>Payment Terms:</b>	Upon contract signing	\$30,000.00
	October 1, 2023	\$22,500.00
	April 1, 2024	\$15,000.00
	December 1, 2024	\$ 7,500.00

Additional training, beyond the initial group of individuals trained under this Agreement, will be offered by ULEAD , Inc. to Elkhart Community Schools at the rate in place at the time of such training (e.g., the current training rate is set at \$7,500.00 for a group to receive 30 hours of training).

## EXPENSE REIMBURSEMENTS

### Section 1. Conference Leaves

A. **Conference Leave** - a conference or professional development opportunity, not required by a specific grant, but providing an opportunity to further knowledge and skills **directly related** to Elkhart Community Schools' (ECS) goals.

1. A memo from the approving administrator should be submitted to the Board at least forty-five (45) days prior to the conference. This memo should include: the number of attendees, basic meeting/conference information, cost associated, funding source(s), and how this Conference Leave supports the Elkhart mission and aligns with ECS' goals.
2. A Conference Leave Request form should be completed and submitted for Board approval no later than three weeks prior to the conference. Any exception to this timeline and procedure **MUST** be approved by the Superintendent.

B. **Conference Leave (Grant Required)** - a conference required by a grant received by the school corporation as part of the expectations for maintaining the grant.

1. A memo from the approving administrator should be submitted to the board at least thirty (30) days prior to the conference. This memo should include; basic meeting/conference information, cost associated, funding source(s), reason this Conference Leave is required to fulfill the expectations of the grant.
2. A Conference Leave Request form should be completed and submitted for board approval no later than three weeks prior to the conference. Any exception to this timeline and procedure **MUST** be approved by the Superintendent. The Assistant Superintendent of Instruction will provide a copy of this memo to the Board.

### C. Request for Approval Process

1. A Conference Leave Request Memo shall be completed by the approving administrator and submitted to Assistant Superintendent of Instruction **at least thirty (30) days prior for a conference leave request required by a grant and forty-five (45) days for all others.** This memo should include information outlined above pertaining to the specific leave request.
2. A Conference Leave Request form shall be completed and submitted to Instructional Leadership Department for Board approval **no later than three (3) weeks prior to the conference.**

3. After the Conference Leave, attending staff shall submit a Conference Sharing Report and Conference Leave Expense Report **within five (5) workdays of the conference.** Reimbursement will not be approved/received without the completion of this report.

Section ~~1~~2. Guidelines for Mileage Claims

The following guidelines are to be used by employees filing for reimbursement of transportation expenses incurred in fulfilling their assignment of duties:

- A. Transportation expenses incurred to and from work on a direct route shall not be considered as a proper claim for mileage reimbursement; however, in the event school-related business or job-related responsibilities require a deviation from an employee's regular route to work, then it is proper to claim reimbursement for additional transportation expenses above and beyond those expenses incurred in the regular route to and from the place of work. Example: If an employee travels a total of 18 miles in visiting two schools on the way to work, and a direct route from home to work is 12 miles, the employee may claim mileage reimbursement for 6 miles.
- B. Transportation expenses incurred in returning to work in the evening or on Saturday to complete unfinished job requirements, except where such return is to attend a meeting, conference, or other required evening or weekend activity shall not be a claimable expense.
- C. The primary place of job responsibility is to be used to determine beginning and ending points in computing total mileage traveled during the regular work day.
- D. When departing from the employee's residence for the purpose of attending evening or Saturday meetings, conferences or other required activity within the Elkhart Community Schools corporation boundaries, the employee's residence is to be used to determine beginning and ending points in computing total mileage traveled (no more than 20 miles may be claimed when using the employee's residence in computing mileage).
- E. In determining whether or not mileage can be claimed when attending extra or co-curricular activities, mileage can be claimed when the employee attends for the purpose of direct work responsibility.
- F. To claim mileage, the activity attended must be related to the employee's position description, or be an express direction or requirement of the employee's supervisor.
- G. The appropriate information is to be transferred to official Claim Form 101 and filed in the Business Office on the first of each month. Claim Form 101 is obtainable from the Business Office.
- H. Questions concerning interpretation of this regulation are to be directed to the



~~Executive Director of Support Services~~ Chief Financial Officer.

- I. Mileage claims are not to be confused with conference attendance claims. Each employee's must have the ~~Deputy Superintendent's~~ Assistant Superintendent of Instruction's or, when applicable, the Director of the Elkhart Area Career Center's approval for conference attendance prior to such attendance. Only the immediate supervisor's approval is needed for administrative/professional assignments and prior approval of other claimable transportation expenses is not necessary.
- J. Administrative Regulation DLC (Mileage Chart) shall be used in determining distance between particular buildings in the school corporation except that no mileage between buildings shall be considered to be less than one mile.

~~December 20, 2016~~ October 24, 2023

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

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

Budget Form No. 4  
Generated 10/17/2023 9:29:02 AM

Ordinance / Resolution Number:

Be it ordained/resolved by the **Elkhart Community Schools** that for the expenses of **ELKHART COMMUNITY SCHOOL CORPORATION** for the year ending December 31, **2024** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **ELKHART COMMUNITY SCHOOL CORPORATION**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Elkhart Community Schools**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Elkhart Community Schools	School Board	10/24/2023

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0022	REFERENDUM FUND - EXEMPT OPERATING - POST 2009	\$1,035,786	\$0	0.0000
0061	RAINY DAY	\$3,750,000	\$0	0.0000
0180	DEBT SERVICE	\$14,226,083	\$13,250,000	0.3482
0186	SCHOOL PENSION DEBT	\$3,088,753	\$2,950,000	0.0775
0287	REFERENDUM DEBT FUND - EXEMPT CAPITAL - POST 2009	\$1,382,000	\$1,300,000	0.0302
3101	EDUCATION	\$92,677,518	\$0	0.0000
3300	OPERATIONS	\$49,622,749	\$33,000,000	0.8671
		<b>\$165,782,889</b>	<b>\$50,500,000</b>	<b>1.3230</b>

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

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

Budget Form No. 4  
Generated 10/17/2023 9:29:02 AM

Name		Signature
Dacey S. Davis	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Troy E. Scott	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Douglas K. Weaver	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Mike Burnett	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Jeffrey S. Bliler	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Kellie L. Mullins	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Anne M. VonDerVellen	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

## ATTEST

Name	Title	Signature
Douglas Weaver	Board Secretary	

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

Yes ☒ No ☐

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

Yes ☐ No ☒

RESOLUTION TO ADOPT THE 2024  
CAPITAL PROJECTS FUND PLAN  
(20-2305)

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

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

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

WHEREAS, the Board of School Trustees held a public hearing on the capital projects plan on October 10, 2023, at 2720 California Road, Elkhart, Indiana;

THEREFORE, BE IT RESOLVED, by the Board of School Trustees that the plan for Elkhart Community Schools for the years 2024 through 2026 is hereby incorporated by reference into this resolution, and is adopted as the Board of School Trustees' plan with respect to the School Capital Projects Plan.

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

ADOPTED THIS 24<sup>th</sup> DAY OF OCTOBER, 2023.

AYE

NAY

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BOARD OF SCHOOL TRUSTEES, ELKHART COMMUNITY SCHOOLS

ATTEST: \_\_\_\_\_, Secretary  
Board of School Trustees, Elkhart Community Schools



RESOLUTION TO ADOPT THE 2024  
BUS REPLACEMENT PLAN  
(20-2305)

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

Whereas a School Bus Replacement Plan has been established; and

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

Whereas the Board of School Trustees held a public hearing on the plan on the 10<sup>th</sup> day of October, 2023, at 2720 California Road, Elkhart, Indiana;

THEREFORE, BE IT RESOLVED, by the Board of School Trustees that the plan entitled School Bus Replacement Plan for the years 2024 through 2028, is hereby incorporated by reference into this resolution, and is adopted as the Board of School Trustees' plan with respect to the School Bus Replacement Plan.

BE IT FURTHER RESOLVED, that the Board of School Trustees shall submit a certified copy of this resolution to the Department of Local Government as required by I.C. 20-40-18-9.

ADOPTED THIS 24<sup>th</sup> DAY OF OCTOBER, 2023.

AYE

NAY

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BOARD OF SCHOOL TRUSTEES, ELKHART COMMUNITY SCHOOLS

ATTEST: \_\_\_\_\_, Secretary  
Board of School Trustees, Elkhart Community Schools

ELKHART COMMUNITY SCHOOLS

RESOLUTION TO REDUCE BUDGET

(Reduce total budget estimate, Budget Form 4B, Line 15 – 2024)  
(Reduces necessary expenditures, Jul 1 – Dec 31, Budget Form 4B, Line 5 – 2023)  
(Reduces Operating Balance, Budget Form 4B, Line 18)  
(Reduces Net Amount to be Raised, Budget Form 4B, Line 14)  
(Reduces Property Tax Rate, Budget Form 4B)

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

ADOPTED THIS 24<sup>TH</sup> DAY OF OCTOBER, 2023.

AYE

NAY

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BOARD OF SCHOOL TRUSTEES, ELKHART COMMUNITY SCHOOLS

ATTEST: \_\_\_\_\_, Secretary  
Board of School Trustees, Elkhart Community Schools

ELKHART COMMUNITY SCHOOLS  
Elkhart, Indiana

TAX NEUTRALITY RESOLUTIONS

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

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

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

WHEREAS, the Indiana Department of Local Government Finance will determine the total property tax levy reduction amount necessary for the 2024 budget over the course of its budget review process;

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

ADOPTED THIS 24<sup>TH</sup> DAY OF OCTOBER, 2023.

AYE

NAY

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BOARD OF SCHOOL TRUSTEES, ELKHART COMMUNITY SCHOOLS

ATTEST: \_\_\_\_\_, Secretary  
Board of School Trustees, Elkhart Community Schools

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## Resolution for Tax Anticipation Warrant

Let this Resolution serve as notice for the Elkhart Community School Board intentions for a Tax Anticipation Warrant in Budget Year 2024, in accordance with IC 20-48-1-9, for Elkhart School Corporation. It is estimated that the Warrant will cost approximately \$150,000 in interest expense. Final borrowing and interest amounts will be determined by the Indiana Bond Bank at the time of transaction.

ADOPTED THIS 24<sup>TH</sup> DAY OF OCTOBER, 2023.

AYE

NAY

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BOARD OF SCHOOL TRUSTEES, ELKHART COMMUNITY SCHOOLS

ATTEST: \_\_\_\_\_, Secretary

Board of School Trustees, Elkhart Community Schools



**RESOLUTION TO TRANSFER AMOUNTS FROM THE EDUCATION FUND TO THE OPERATIONS FUND**

WHEREAS, the Board of School Trustees is the governing body of Elkhart Community School Corporation, Elkhart County, Indiana, and

WHEREAS, HB 1009 required the governing body of each school corporation to establish an Education Fund for the payment of expenses allocated to student instruction and learning under IC 20-42.5, and

WHEREAS, HB 1009 required the governing body of each school corporation to establish an Operations fund for the payment of expenses that are not allocated to student instruction and learning under IC 20-42.5, and

WHEREAS, HB 1009 requires that distributions of tuition support be fully received in the Education Fund

THEREFORE, BE IT RESOLVED, the Board of School Trustees authorizes the Chief Financial Officer of Elkhart Community School Corporation to transfer \$1,000,000 per month beginning with January 2024 from the Education Fund to the Operations Fund, to reimburse the Operations Fund for expenses that are not allocated to student instruction and learning under IC 20-42.5. This transfer shall be made each month no earlier than the date of receipt of Tuition Support from the Indiana Department of Education and no later than the final day of the month such tuition support is received.

THEREFORE, BE IT RESOLVED, the Board of School Trustees authorizes the Chief Financial Officer of Elkhart Community School Corporation to suspend the aforementioned transfer in a particular month at the direction of the Superintendent as the need arises, effective upon passage.

Passed and adopted this 24<sup>th</sup> day of October, 2023.

Aye

Nay

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ATTEST:

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Secretary, Board of School Trustees

**ACCOUNT BALANCES/INVESTMENT DETAIL**  
**September 2023**

**CASH:**

Petty Cash	\$	500.00
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**BANK ACCOUNTS:**

Everwise Credit Union	\$	2,999,023.45
Lake City Bank – Accounts Payable		(3,326,155.99)
Lake City Bank – Payroll Account		(618,031.64)
Lake City Bank – Flex Account		73,611.06
Lake City Bank – Merchant Account		-
Lake City Bank – Prepaid Lunch		735,079.51
Lake City Bank – Deposit Account		34,914,113.82
Lake City Bank – Book Rental		-

**INVESTMENTS:**

Certificate of Deposit	-
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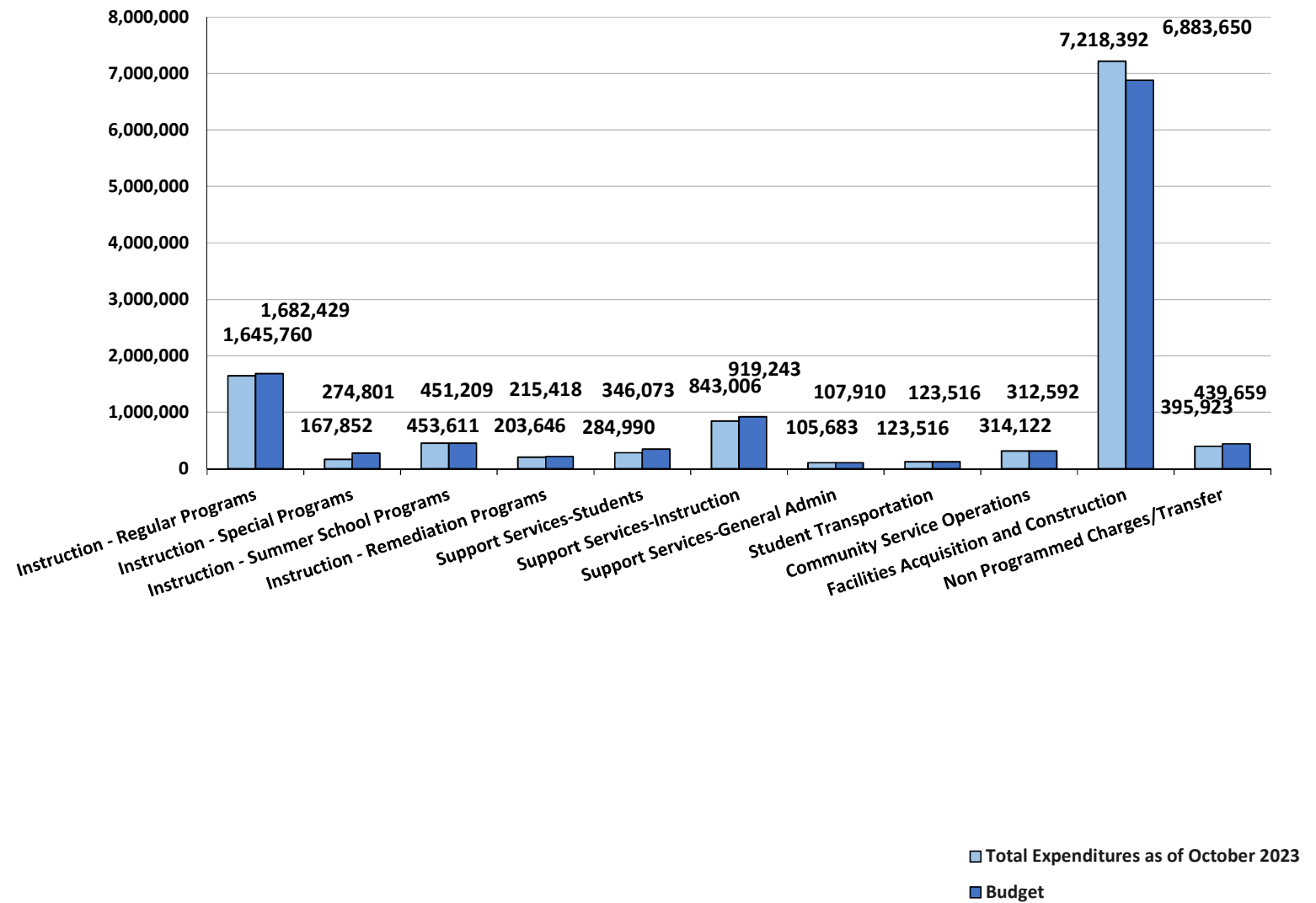
**\$ 34,778,140.21**

## ***ESSER II - Utilization Review***

<b><i>Total Expenditures as of October 2023</i></b>	<b><i>Total % of Allocation Expended</i></b>	<b><i>Account</i></b>	<b><i>Budget</i></b>	<b><i>% of Total Budget</i></b>
\$1,645,760.30	97.82%	Instruction - Regular Programs	\$1,682,429.00	14.31%
\$167,851.92	61.08%	Instruction - Special Programs	\$274,801.00	2.34%
\$453,611.14	100.53%	Instruction - Summer School Programs	\$451,209.00	3.84%
\$203,646.05	94.54%	Instruction - Remediation Programs	\$215,418.00	1.83%
\$284,990.03	82.35%	Support Services-Students	\$346,073.00	2.94%
\$843,006.10	91.71%	Support Services-Instruction	\$919,242.89	7.82%
\$105,683.07	97.94%	Support Services-General Admin	\$107,910.00	0.92%
\$123,515.71	100.00%	Student Transportation	\$123,516.00	1.05%
\$314,121.54	100.49%	Community Service Operations	\$312,592.00	2.66%
\$7,218,391.50	104.86%	Facilities Acquisition and Construction	\$6,883,650.00	58.55%
\$395,922.53	90.05%	Non Programmed Charges/Transfer	\$439,659.00	3.74%
11,756,499.89	100.00%		\$11,756,499.89	100.00%

Expenditures for October 2023 consisted of Indirect Costs approved through the grant.

### ESSER II - Expenditure to Budget as of 10/10/23

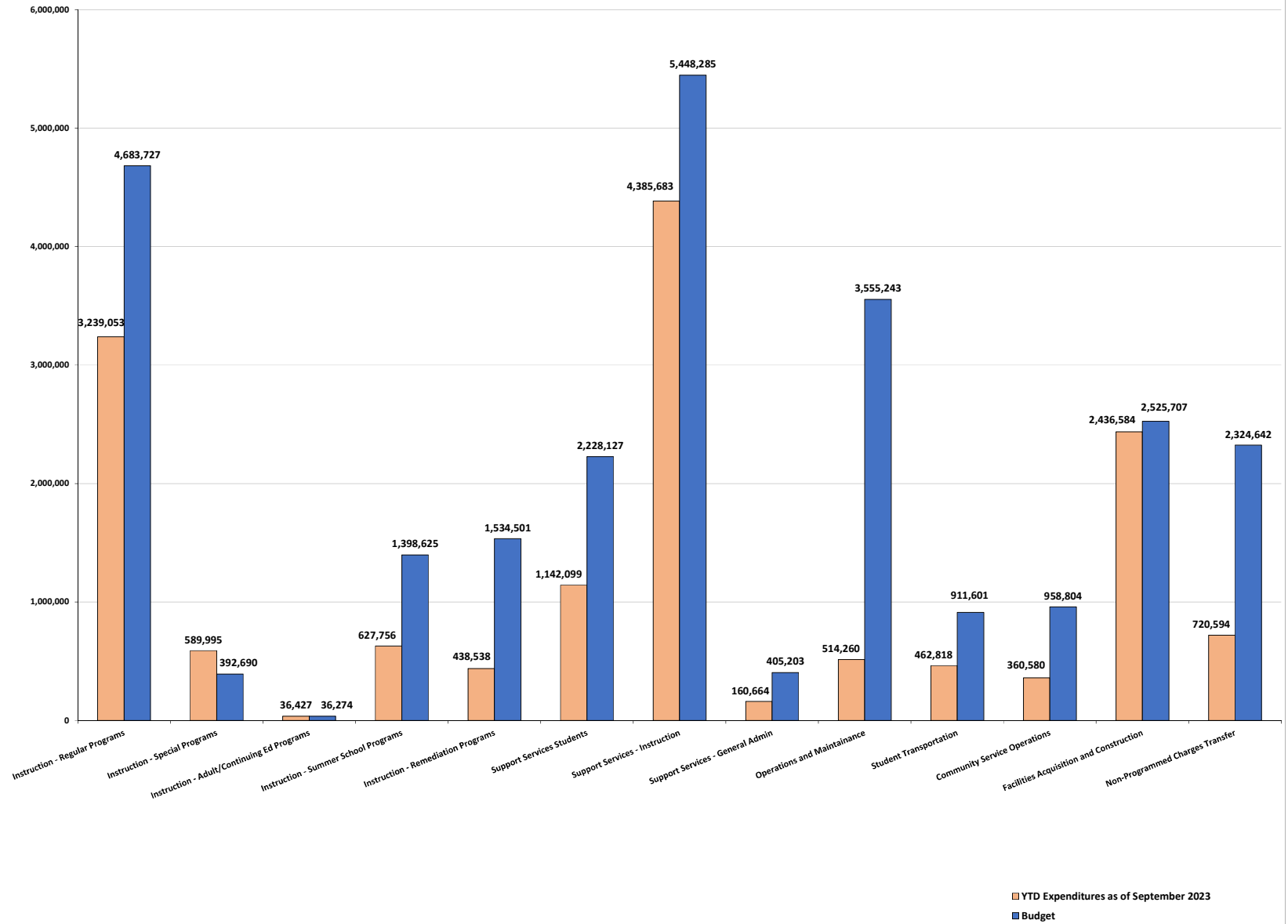


### ESSER III - Utilization Review

YTD Expenditures as of September 2023	Total % of Allocation Expended	Account	Budget	% of Total Budget
3,239,052.80	69.16%	Instruction - Regular Programs	\$4,683,726.72	17.74%
589,994.91	150.24%	Instruction - Special Programs	\$392,690.00	1.49%
36,426.94	100.42%	Instruction - Adult/Continuing Ed Programs	\$36,274.00	0.14%
627,756.42	44.88%	Programs	\$1,398,625.00	5.30%
438,537.68	28.58%	Instruction - Remediation Programs	\$1,534,501.00	5.81%
1,142,099.06	51.26%	Support Services Students	2,228,127.00	8.44%
4,385,682.52	80.50%	Support Services - Instruction	5,448,285.00	20.63%
160,663.56	39.65%	Admin	405,203.00	1.53%
514,259.93	14.46%	Operations and Maintenance	3,555,243.00	13.47%
462,817.90	50.77%	Student Transportation	911,601.00	3.45%
360,580.18	37.61%	Community Service Operations	958,804.00	3.63%
2,436,583.71	96.47%	Construction	\$2,525,707.00	9.57%
720,593.99	31.00%	Transfer	\$2,324,642.00	8.80%
\$15,115,049.60	57.25%		\$26,403,428.72	100.00%

Expenditures for September 2023 consisted of salaries/benefits, professional development, and supplies for budgeted programming.

### ESSER III - Expenditure to Budget as of 9/30/2023



# Medical Plan Experience

September 2023

	<u>Cur Mo</u>	<u>Cur Mo Pr Yr</u>	<u>Chg</u>	<u>YTD Cur</u>	<u>YTD Pr</u>	<u>Chg</u>
UMR Medical	\$ -	\$ 13,189	\$ (13,189)	\$ -	\$ 1,008,585	\$ (1,008,585)
Anthem Medical	\$ 938,620	\$ 469,275	\$ 469,345	\$ 5,490,006	\$ 4,033,336	\$ 1,456,670
CVS Rx	\$ 201,765	\$ 212,545	\$ (10,780)	\$ 1,852,689	\$ 1,511,200	\$ 341,489
Rx Rebate	\$ (297,399)	\$ (190,324)	\$ (107,075)	\$ (799,713)	\$ (524,419)	\$ (275,294)
Less Amt Above Stop Loss	\$ (137,589)	\$ 999	\$ (138,588)	\$ (137,589)	\$ (13,087)	\$ (124,502)
Claim Cost Total	\$ 705,397	\$ 505,684	\$ 199,713	\$ 6,405,393	\$ 6,015,615	\$ 389,778
Expected Claim Cost	\$ 871,915	\$ 843,731	\$ 28,184	\$ 7,786,359	\$ 7,765,823	\$ 20,536
Claims vs. Expected	\$ (166,518)	\$ (338,047)		\$ (1,380,966)	\$ (1,750,208)	
Non Claim Costs (administration, clinic, pharmacy, stop-loss)	\$ 238,279	\$ 220,573	\$ 17,706	\$ 2,094,836	\$ 1,980,112	\$ 114,724
Total Cost (Claim + Non-claim)	\$ 943,676	\$ 726,257		\$ 8,500,229	\$ 7,995,727	
Enrollment	1,011	986		9,107	9,102	
Cost Per Employee Per Month (PEPM)	\$ 933.41	\$ 736.57		\$ 933.37	\$ 878.46	6.3%
Paid Claims Per Employee				\$ 703.35	\$ 660.91	6.4%