

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

NOTICE OF MEETING CANCELLATION

Date: Tuesday, February 27, 2024
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,
February 22, 2024 and electronically
delivered to Board Members and School
Attorney on Friday, February 23, 2024.

NOTICE OF EXECUTIVE SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

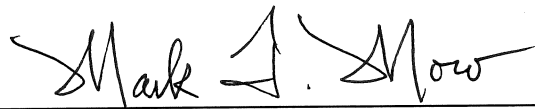
Date: Tuesday, February 27, 2024

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



Superintendent of Schools

Posted and electronically delivered
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AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

February 27, 2024

CALENDAR

Feb	27	6:00 p.m.	Executive Session, J.C. Rice Educational Services Center
Feb	27	7:00 p.m.	Regular Board Meeting, J.C. Rice Education Services Center
Mar	12	6:00 p.m.	Public Work Session, Pierre Moran Middle School
Mar	12	7:00 p.m.	Regular Board Meeting, Pierre Moran Middle School

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

- Minutes – February 13, 2024 – Regular Board Meeting
 - Claims
 - Fundraisers
 - Extra-Curricular
 - Gift Acceptances
 - Conference Leave
 - Overnight Trip Requests
 - Personnel Reports

- F. OLD BUSINESS

Board Policy 3142.01A – Non-Renewal of Administrative Contracts – The Administration presents proposed revisions to Board Policy 3142.01A – Non-Renewal of Administrative Contracts for final review.

- G. NEW BUSINESS

Board Policy 2240 – Controversial Issues – The administration presents proposed revisions to Board Policy 2240 – Controversial Issues for initial consideration.

Board Policy 3422.12S – Employees in Miscellaneous Positions Compensation Plan – The administration presents proposed revisions to Board Policy 3422.12S –

Employees in Miscellaneous Positions Compensation Plan for initial consideration and requests to waive second reading.

Board Policy 9130 – Public Complaints and Concerns – The administration presents proposed new Board Policy 9130 – Public Complaints and Concerns for initial consideration.

New Course Proposal – The administration presents the following proposed new course offering for Board review: Am Lit/ENGL223 Ivy Tech.

New Course Proposal – The administration presents the following proposed new course offering for Board review: World History (Pre AP World History and Geography).

1028 – Additional Appropriations Hearing

Resolution Confirming The Lease Approving The 2024A Bonds and Related Matters – Health and Wellness Facility High School Addition Project –

Additional Appropriation Resolution and Related Matters – 2024 Health and Wellness Facility High School Addition Project –

Financial Report –

Insurance Update –

H. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

I. ADJOURNMENT

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

February 13, 2024

Monger Elementary School, 1100 East Hively Avenue, Elkhart – at 7:00 p.m.

Place/Time

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

Board President Troy Scott called the regular meeting of the Board of School Trustees to order.

Call to Order

Board Vice President Doug Weaver recited the Elkhart Promise.

The Elkhart Promise

April Walker, Principal of Monger Elementary School, introduced the Monger staff and shared some "Monger" Moments of Pride. Mrs. Walker began with Monger's vision, through high expectations for teaching and learning, all students will demonstrate academic and behavior excellence. Next, she outlined Mongers collective commitments including to provide a safe, welcoming, and supportive environment for all students and families; be consistent in expectations for learning and behavior for ALL students and ALL staff; utilize teamwork, collaboration, and best practices to ensure all students learn at high levels; and believe all students can learn, no excuses! This all feeds into the Monger motto, Work Hard, Be Kind, Expect Excellence, words to live by at Monger.

Moment of Pride

Monger is the fourth smallest elementary school at Elkhart Community Schools (ECS) and has 416 students; 87.8% free and reduced lunch status but all students receive both breakfast and lunch; 33% English Language Learners (ELL), and 87% minority. Last school year, Monger welcomed 107 new students due to redistricting while undergoing building renovations during the school year. This was a lot for students and staff but both pushed through the chaos remembering to breathe and focus on the things that could be controlled. Monger staff were amazing, always managing to be flexible and find grace throughout the renovations.

Monger's School Improvement Plan (SIP) set goals for students in both Language Arts and Math and teachers and students rose to the challenge. In 2023, Monger's goal for English Language Arts was students will read and comprehend complex literary and informational texts independently

and proficiently. Students exceeded SIP goals in English Language Arts with 65% meeting their projected growth on NWEA from fall to spring; increased proficiency rates on ILEARN by 3%; and doubled the percentage of English Language Learners who grew one level or more on WIDA ACCESS assessments, from 14% to 28%. Monger missed their pass rate IREAD goal of 80%, coming in at 72%. In Math, Monger's goal was students will be critical thinkers and mathematical problem solvers. Again, Monger students prevailed with 81% of students meeting their projected growth on NWEA from fall to spring as well as increasing the passing rate by 5% for students in grades 3 – 6 on ILEARN.

A few more Monger accomplishments for the 2022-2023 school year included exceeding the State average for projected growth on ILEARN in ELA; exceeding the State average for projected growth on ILEARN in Math; passing proficiency in Math topped the State average; passing percentages in both ELA and Math surpassed the State average for students on free and reduced lunch and ELL; passing percentages for all subgroups was higher than the State average in Math; Monger was one of two schools in ECS earning a "meets expectations" rating on their Federal Report Card; students meeting or exceeding projected growth on NWEA is at or above national norms for both ELA and Math; and Monger sixth graders exceeded the State's 2030 growth targets for ILEARN in 2023. The hard work and dedication of Monger staff and students has demonstrated a positive trend in ILEARN data across the past three years. Areas in need of improvement include attendance and third grade reading scores as both have dropped below the State average in both categories, not having recovered since COVID.

In an effort to build on Monger's successes, their action plan includes increasing teacher capacity through the Literacy Cadre Cohort 3 for 2024-2025 (Science of Reading); a book study – *Explicit Instruction*; and continuation of Professional Learning Communities. To address attendance and third grade reading, Monger will be integrating student supports through the Full Service Community Schools Grant, with expanded and enriched learning opportunities outside of school and active engagement of family, community, and partnerships.

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

Minutes – January 23, 2024 – Regular Board Meeting

Payment of claims totaling \$13,049,390.28 as shown on the January 9, 2024, claims listing. (Codified File 2324-104)

Proposed school fundraisers in accordance with Board policy. (Codified File 2324-105)

Extra-curricular purchase requests: Elkhart High School (EHS) Athletics Extra-Curricular Fund to purchase tarps for track, baseball, football, and soccer totaling \$8,618.75.

Consent Items

Minutes

Payment of Claims

Fundraisers

Extra-Curricular Purchases

The following donations were made to Elkhart Community Schools (ECS): \$185.21 from Cindy Hostetler to Osolo to be used to pay negative balances; \$1,000 from Elkhart Education Foundation (EEF) to Pierre Moran to be used for supplies for the Hoopla event; \$750 from HRP Construction, Inc. to EHS in support of the ElkLogics Robotics and will be used to purchase supplies, equipment, and competition entry fees; \$150 from Bring Change 2 Mind to Pierre Moran to be used towards the cost of supplies for the Bring Change 2 Mind event; \$245.59 from VFW Post 88 Auxiliary to Mary Feeser and Eastwood to be used to pay negative balances; \$500 from Julie Weaver to the Air Force Junior Reserve Officer Training Corp (AFJROTC) to be used to purchase supplies, equipment, and expenses for the Military Ball in March; \$725 anonymously donated to Elkhart Community Schools (ECS) to pay negative lunch balances; and \$1,000 anonymously donated to ECS to pay negative lunch balances.

Gift Acceptance

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the February 13, 2024 listings. (Codified File 2324-106)

Conference
Leave Requests

Submission of the following grant: Department of Workforce Development (DWD) Adult Education Grant Competition RFAIELCE Integrated English Literacy and Civics Education (IELCE) hosted by the Indiana DWD in the amount of \$190,500 which would fund programming and staff to deliver the required services of the grant i.e. assist immigrants and other ELL to improve comprehension and language skills, acquire an understanding of the American systems government, citizenship and freedom, and assist with workforce skills for employment and economic self-sufficiency and DWD Adult Education 2024 Grant Competition RFA – Adult Basic Education (ABE) hosted by the Indiana DWD in the amount of \$717,100 which would be used to provide ABE for skill building and High School Equivalency (HSE) for diploma preparation classes. (Codified File 2324-107)

Grant

In response to Board inquiry, Brandon Eakins, Director of Elkhart Area Career Center, explained this an annual Adult Education competitive grant focused on the English Learners (EL) population and Adult Basic Education/certification based training in an effort to help make the people of Elkhart County more employable. There is currently a large wait list for EL classes and a huge need in Elkhart for this program; therefore, ECS has continued to pursue funds to maintain and grow the program. Many ECS teachers and retired ECS teachers staff this program; Concord Community Schools would like to open this opportunity to their teachers as well.

<p>Employment of the following two (2) certified staff members effective on dates indicated: Lateena Pettis – Special Education at North Side, 2/13/24 Heidi Trowbridge – Grade 1 at Osolo, 2/13/24</p>	<p>Personnel Report</p>
<p>Retirement of the following three (3) certified staff members, effective on dates indicated: Janie Boyden – Physical Education at Elkhart High, 5/31/24 Christine Ganger – Intervention at Beardsley, 5/31/24 LuAnne VanKirk – ENL at Daly, 5/31/24</p>	<p>Certified Retirements</p>
<p>Resignation of the following one (1) certified staff member, effective on dates indicated: Janice Fuller – Grade 2 at Pinewood, 5/31/24</p>	<p>Certified Resignations</p>
<p>Extension of leave for the following one (1) certified staff member, effective on date indicated: Angela Gortney – Dental Health at Career Center, beginning 2/1/24 and ending 5/31/24</p>	<p>Unpaid Certified Leave</p>
<p>Death of the following one (1) certified staff member, effective on dates indicated: Brett Cramer – Special Education at Elkhart Academy, 1/30/24 with 8 years of service</p>	<p>Certified Death</p>
<p>Employment of the following nine (9) classified employees effective on dates indicated: Kimberly Brayton – Receptionist at ESC, 2/12/24 Lenzy Davis – Custodian at Roosevelt, 2/5/24 April Garner – Food Service at North Side, 1/31/24 Edward Hiar – Permanent Substitute at Elkhart Academy, 1/25/24 Aylene Ramirez Solano – Permanent Substitute at Monger, 2/7/24 Richard Stahley – Custodian at Woodland, 2/5/24 Jordynn Stepp – Food Service at Commissary, 1/31/24 Jayla Rae Stewart – Paraprofessional at Woodland, 1/24/24 Willow Wilson – Food Service at Pinewood, 2/12/24</p>	<p>Classified Employment</p>
<p>Reassignment of the following one (1) classified employee, effective on dates indicated: Lateena Pettis – Paraprofessional at North Side, 2/13/24</p>	<p>Classified Reassignment</p>
<p>Unpaid leave for the following three (3) classified employee, effective on dates indicated: Geoffrey DiPiro – Registered Behavior Technician at Hawthorne, beginning 1/29/24 and ending 4/30/24</p>	<p>Classified Unpaid Leaves</p>

Ja'Quana Ingram-Matthews – Bus Helper at Transportation, beginning 1/18/24 and ending 2/6/24
Lynn Reed – Bus Helper at Transportation, beginning 2/26/24 and ending 4/19/24

Retirement of the following one (1) classified employee, effective on date indicated:

Jeanetta Thompson – Bus Driver at Transportation, 2/22/24 with 10 Years of Service

Classified Retirement

Resignation of the following six (6) classified employees, effective on dates indicated:

Ashley Colon – Food Service at Woodland, 1/25/24
Yanet Coria – Social Worker at Daly, 1/25/24
Latisha Freeman – Food Service at Woodland, 1/18/24
Megan Kline – Registered Behavior Technician at Eastwood, 2/23/24
Michael McGee – Food Service at Pinewood, 1/16/24
Wenzday Thimons – Registered Behavior Technician at Cleveland, 1/31/24

Classified Resignations

Termination of the following two (2) classified employees, effective on dates indicated:

Mercedes Alvarez – Food Service at Commissary, 2/13/24 in accordance with Board Policy 3139.01S
Stacy Essex – Secretary at Food Service, 2/13/24 in accordance with Board Policy 3139.01S, 3432 & 3216ACS

Classified Terminations

By unanimous action, the Board approved proposed revisions to Board Policy 2271 – Enrollment in College and University Programs Not Offered by Elkhart Community Schools as presented during the January 23, 2024 Board meeting.

Board Policy 2271

The Board reviewed proposed revisions to Administrative Regulation IKFC – Enrollment in College and University Programming Not Offered by Elkhart Community Schools as presented during the January 23, 2024 Board meeting. There were no further questions or comments.

Administrative Regulation IKFC

By unanimous action, the Board approved proposed revisions to Board Policy 3121ACS – Personal Background Checks and Mandatory Reporting as presented during the January 23, 2024 Board meeting.

Board Policy 3121ACS

Doug Thorne, District Counsel/Chief of Staff, presented proposed revisions to Board Policy 3142.01A – Non-Renewal of Administrative Contracts which governs procedures related to the non-renewal of contracts for Assistant Superintendents, Principals, and Assistant Principals. The revisions provide direction to the Superintendent related to the issuance of preliminary notification of consideration of contract

Board Policy 3142.01A

non-renewal to administrators holding any of these positions.

By unanimous action, the Board approved the recommendation to award a contract in the amount of \$53,000 to CORE Construction Indiana, LLC for pre-construction services for the EACC, EACC Annex, and Health and Wellness Center projects per recommendation from J. Lake Architecture. (Codified File 2324-108)

Superintendent Mark Mow thanked Mrs. Walker and the Monger staff for being outstanding champions for children. He also reminded Board Members their next regularly scheduled Board meeting will be on February 27, 2024 at 7:00 p.m. at the J.C. Rice Educational Services Center.

Board members expressed their gratitude to Mrs. Walker and the Monger staff for all the wonderful work they do for the children of Monger. It truly is a testament to the love of teaching and the impact it has on student learning.

The meeting adjourned at approximately 7:43 p.m.

Recommendation
for Award

From the
Superintendent

From the Board

Adjournment

APPROVED:

Signatures

Troy E. Scott, President

Douglas K. Weaver, Vice President

Anne M. VonDerVellen, Secretary

Jeffrey S. Bliler, Member

Mike Burnett, Member

Dacey S. Davis, Member

Kellie L. Mullins, Member

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

February 21, 2024

TO: Mr. Mark Mow
Dr. Larry Huff
Board of School Trustees

FROM: Zac Quiett

SUBJECT: Extra-Curricular Purchase

The Business Office recommends Board approval of purchase of the following items from extra-curricular funds:

SCHOOL/ACCOUNT	ITEM	AMOUNT
Elkhart High/Theatre	Bubble Haze Machine	\$539.99



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



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

February 13, 2024

Elkhart Community Schools Board
2720 California Road
Elkhart, IN 46514

Re: Purchase approval of item over \$500.00

Dear Board Members,

The Elkhart High School Theatre department would like permission to purchase a Bubble Haze Machine for their upcoming production of “SpongeBob” the Musical. Guitar City has the best price and availability. Given that this musical takes place it is next to imperative that a bubble machine of this be purchased. It will add to the effects and ambiance of the production. This machine can also be used in the future for effects for concerts, plays and productions. Below are the product details.

CHAUVET DJ Hurricane Bubble Haze Machine, Item# L6962900000000, Cost \$539.99

If you approve the purchase the machine would be paid for by the Elkhart High School Theatre Extra-Curricular funds. This fund has an ample balance to bear the purchase.

Please let me know if you have any questions or concerns.

Thank you!

Dana Wyatt
Treasurer
Elkhart High School
574-262-5620

We're getting your items ready for shipment.

Questions? Call us:

866-498-7882

Order number : GC21755522

Hello ELKHART ,

Thanks for shopping with us. We've received your order and will process it as soon as possible. We will send you follow-up emails with shipping and tracking information.

- For your protection, all orders are subject to billing verification. If we need additional information to verify billing identity, we will contact you by email.
- Your order may arrive in multiple shipments; you will not be charged extra.
- Guitar Center Gift Cards ship USPS with no tracking. Delivery may take up to 7-10 business days

If you need further assistance with your order, please call 866-498-7882.

Order Date: 2024-02-09

Shipping To:
ELKHART SCHOOLS
5825 Grape Rd.
Mishawaka
IN-46545-1226
US

Shipping Method: ECONOMY_GROUND

Order Details :

CHAUVET DJ Hurricane Bubble Haze Machine

Item #: L69629000000000

\$ 539.99

Order Subtotal: 539.99

Shipping and Handling: 0.00

Sales Tax: 0.00

Discounts: 0.00

Order Total: 539.99

We appreciate you choosing GuitarCenter.com. If you should have any questions, concerns or you're not 100% satisfied, please feel free to reach out to your Guitar Center sales representative or your preferred Guitar Center retail location.

We can't thank you enough for choosing Guitar Center!

Sincerely,

Guitar Center

<http://www.guitarcenter.com>

866-498-7882



Pricing:

Product prices are subject to change and all deals are subject to stock availability. We are not responsible for printing, typographical or photographic representation errors. Online and Call Center prices may vary from those in Guitar Center retail stores.



FOOD SERVICES

1135 KENT STREET • ELKHART, IN 46514
PHONE: 574-262-5551

ELKHART COMMUNITY SCHOOLS

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

DATE: February 13, 2024
TO: Mark Mow
Board of School Trustees
FROM: Pam Melcher
RE: Donation Approval

An anonymous donation of \$100.00 was given to pay on student meal accounts at Cleveland, Eastwood and Osolo Elementary School in honor of Brett Cramer.

I am requesting approval from the Board of School Trustees to accept this donation.



FOOD SERVICES

1135 KENT STREET • ELKHART, IN 46514
PHONE: 574-262-5551



ELKHART COMMUNITY SCHOOLS

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

DATE: February 21, 2024
TO: Mark Mow
Board of School Trustees
FROM: Pam Melcher
RE: Donation Approval

An anonymous donation of \$50.00 was given to pay on student meal accounts at Cleveland Elementary School in honor of Brett Cramer.

I am requesting approval from the Board of School Trustees to accept this donation.



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



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

DATE: February 9, 2024

TO: Mr. Mark Mow
Board of School Trustees

FROM: Cary Anderson (Principal)
Farrah Burkhart (Teacher/Sponsor)
Julie Jerzak (Teacher/Sponsor)

RE: Donation Approval

Elkhart High School received a donation of \$500.00 from Boutique Bounce, LLC. The donation is in support of the FBLA extra-curricular program and will be used to pay for fall conference registrations, dues and SLC in relation to the FBLA program

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:

Boutique Bounce LLC
1159 Dennis Dr
South Bend, IN 46614



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: BRANDON EAKINS BE

DATE: FEBRUARY 13, 2024

RE: DONATION APPROVAL - EACC

On September 20, 2023, Sherry Dixon donated a 2005 Jeep Liberty Sport, VIN #1J4GL48595W635911, with an owner estimated value of \$6,000.00. This vehicle will be used for training purposes for students in our Automotive Technology classes.

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:

Sherry Dixon
27471 Cobblestone Way
Elkhart, IN 46514 8237



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



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

DATE: February 22, 2024

TO: Mr. Mark Mow
Board of School Trustees

FROM: Cary Anderson (Principal)
Farrah Burkhart (Teacher/Sponsor)
Julie Jerzak (Teacher/Sponsor)

RE: Donation Approval

Elkhart High School received a donation of \$250.00 from Hoover Automotive, LLC. The donation is in support of the FBLA extra-curricular program and will be used to pay for fall conference registrations, dues and SLC in relation to the FBLA program

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:

Hoover Automotive, LLC
Attn: Jeremy Hoover
27802 County Road 38
Goshen, IN 46526



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



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

DATE: February 22, 2024

TO: Mr. Mark Mow
Board of School Trustees

FROM: Cary Anderson (Principal)
Farrah Burkhart (Teacher/Sponsor)
Julie Jerzak (Teacher/Sponsor)

RE: Donation Approval

Elkhart High School received a donation of \$500.00 from J & E Utilities, LLC. The donation is in support of the FBLA extra-curricular program and will be used to pay for fall conference registrations, dues and SLC in relation to the FBLA program

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:

J & E Utilities, LLC
Attn: JoDean Miller
67189 Brentwood Drive
Goshen, IN 46526



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



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

DATE: 2/22/2024

TO: Mr. Mark Mow
School Board of Trustees

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

RE: Donation Approval

A Donation in the amount of \$2,000.00 has been given to the Elkhart High School Athletic Department from Kevin Segner. These funds will be used to assist with the growth and development of our Elkhart Health and Strength Facility.

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:

Kevin Segner
1900 E Jackson Blvd
Elkhart, IN 46516

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

DATE: February 20, 2024
 TO: Mr. Mark Mow
 FROM: Brandon Eakins *BE*
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant
 February 27, 2024 - Board of School Trustees Meeting**

2023-2024 CONFERENCES	EXPENSES	SUBSTITUTE
2024 INAEYC Early Childhood Conference This conference will help to stay up to date on best practices in early childhood education. We will also be able to share this information with colleagues that cannot attend so that new and innovative ideas can be implemented. This will also help get the necessary training hours needed for licensing and Paths to Quality. <div style="text-align: right;">Indianapolis, IN</div> April 4 - 6, 2024 Matilynn Rodriguez (0-0) Stephanie Tennant (0-0) Peggy DeLanghe (0-0) Certification	\$1,815.05	\$0.00
TOTAL	\$1,815.05	\$0.00
2023-24 YEAR-TO-DATE PERKINS FUNDS	\$12,539.54	\$0.00
GRAND TOTAL	\$14,354.59	\$0.00

ELKHART COMMUNITY SCHOOLS OVERNIGHT TRIP REQUEST

School: Elkhart High School

Class/Group: Future Business Leaders of America

Number of Students: 11

Date/Time Departing: March 15, 7:30 AM

Date/Time Returning: March 17, 4:00 PM

Destination: State Leadership Conference Competition Muncie Indiana
City State

Overnight facility: Courtyard by Marriott Convention Center

Mode of transportation: School Bus

Reason for trip: Compete in the State Leadership Conference to compete in business and business related events

Names of chaperones: Sid Shafer (riding bus) and Farrah Burkart (driving down after school)

Cost per student: \$225


Describe plans for Raising Funds or Funding Source:

FBLA is currently in the middle of our business sponsorship campaign connecting with over 100 businesses. We are also waiting for final approval for the student vending machines which is going to the board for approval. The members attending are also working to secure sponsors for the trip. All members attending have had discussions with the advisors to review their ability to pay and all gave a positive response.

Plans to defray costs for needy students: See above

Are needy students made aware of plans? Yes

Name of Teacher/Sponsor: Sid Shafer and Farrah Burkart

Signature of Teacher/Sponsor: 

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

Signature of Principal:  **Date:** 2/8/24

Approval of Assistant Superintendent:  **Date:** 2/13/24

Approval by Board: _____

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

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Pierre Morgan

Class/Group: FBLA

Number of Students: 9

Date/Time Departing: March 15 @ 7:45 a.m

Date/Time Returning: March 17 @ 3:30 p.m

Destination: Muncie, IN
City State

Overnight facility: Courtyard Marriott Horizon Convention Center

Mode of transportation: Bus (going with EHS students)

Reason for trip: Compete at the Future Business Leaders of America (FBLA) State Leadership Conference. Students compete in business events across the state.

Names of chaperones: 2

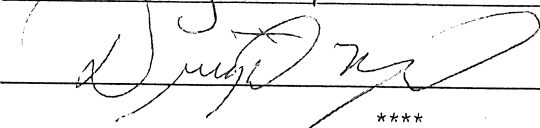
Cost per student: No cost to the students.

Describe plans for Raising Funds or Funding Source: ~~Title I funding.~~ Full Service Community Grant

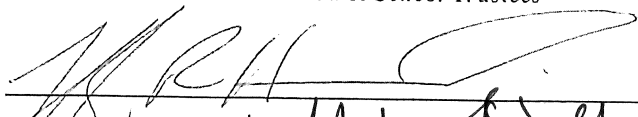
Plans to defray costs for needy students: N/A

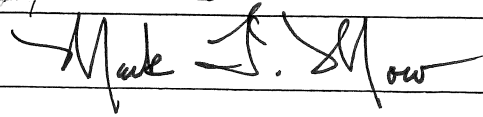
Are needy students made aware of plans? N/A

Name of Teacher/Sponsor: Dwight Moad

Signature of Teacher/Sponsor: 

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

Signature of Principal:  Date: 02/21/2024

Approval of Assistant Superintendent:  Date: _____

Approval by Board: _____

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



TO: MR. MARK MOW
FROM: MS. MAGGIE LOZANO
DATE: FEBRUARY 27, 2024

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **Agreement** – We recommend the approval of two agreements regarding unpaid time.
- b. **New Certified Staff** – We recommend the following new certified staff for employment in the 2023-24 school year:

James McClain	Freshman Division/Mathematics
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- c. **Retirement** – We report the retirement of the following employee:

Patricia Heitzmann	Pinewood/Grade 3	19 Years of Service
Cynthia Whittaker	Oso/lo/Special Education	33 Years of Service

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

DeVetta Farrow	Pierre Moran/Assistant Principal
Began: 8/2/21	Resign: 2/29/24

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

Elizabeth Gerndt	Woodland/Special Education
Begin: 3/21/24	End: 5/31/24

Riley Geschke	Cleveland/Grade 2
Begin: 3/1/24	End: 3/28/24

Taylor Ibrekic	Woodland/Grade 1
Begin: 3/29/24	End: 5/31/24

Jocelyn Mathiak	Cleveland/Grade 1
Begin: 8/12/24	End: 11/1/24

Molly Moosa
Begin: 8/12/24

Monger/Grade 2
End: 5/29/25

CLASSIFIED

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

Jennifer Abell
Began: 12/18/23

Daly/Food Service
PE: 2/27/24

Marco Borja
Began: 12/11/23

Roosevelt/Paraprofessional
PE: 2/21/24

Alexia Burling
Began: 12/18/23

Roosevelt/Registered Behavior Technician
PE: 2/27/24

Nicole Russell
Began: 12/4/23

Beck/Paraprofessional
PE: 2/14/24

Gabrielle Sheets
Began: 12/26/23

Food Service/Food Service Administration
PE: 2/20/24

Nathan Taylor
Began: 1/2/24

Technology/Support Technician
PE: 2/26/24

- b. **Unpaid Leave Request** - We recommend an extension to unpaid leave for the following employee:

Cynthia Miller
Begin: 2/21/24

Daly/Food Service
End: 2/23/24

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

Tina Helbling
Began: 2/12/24

Transportation/Bus Driver
End: 3/11/24

Gloria Pace
Began: 1/8/24

Transportation/Bus Driver
End: 4/19/24

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

Jamie Woodfin
Began: 4/1/96

Bristol/Head Custodian
Retire: 5/31/24
YOS: 28

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

Audriana Byers

Freshman Division/Registrar



Began: 8/2/21

End: 2/22/24

David Griffis

Began: 9/14/22

Osolo/Food Service

Resign: 2/14/24

Christina Manley

Began: 10/10/23

West Side/Food Service

Resign: 2/12/24

Gregory McMillan

Began: 8/18/20

Cleveland/Paraprofessional

Resign: 2/29/24

f. **Termination** - We report the termination of the following classified employees:

Luella Hanks

Began: 10/19/04

North Side/Paraprofessional

End: 2/27/24

Policy: po3422.08s & 3139AC

Tevin Jackson

Began: 1/23/23

Pierre Moran/Custodian

End: 2/6/24

Policy: 3139AC



Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED NON-RENEWAL OF ADMINISTRATIVE CONTRACTS (as presented during the 2/13/2024 BST meeting)
Code	po3142.01A
Status	Second Reading
Adopted	November 22, 2016
Last Reviewed	February 27, 2024

3142.01A - **NON-RENEWAL OF ADMINISTRATIVE CONTRACTS**

Before March 1st of the year in which the contract of an assistant superintendent, a principal, or an assistant principal is due to expire and before February 1st of the year in which the contract of a local director of special education is due to expire, the Board or an employee at its direction shall give written notice of renewal or refusal to renew the individual's contract for the following school year. If the notice is not given before March 1st, or in the case of a local director of special education before February 1st, the contract then in force shall be reinstated only for the ensuing year.

~~At least thirty (30) days before giving written notice of refusal to renew a contract, the Board or an employee at its direction shall inform the administrator by written preliminary notice that:~~ **The Superintendent shall, after consultation with the Board, issue written preliminary notice of the Board's consideration not to renew the contract of an assistant superintendent, principal or assistant principal between the dates of December 1st and January 15th. In the case of a local director of special education, written preliminary notice, pursuant to this policy, shall be issued prior to January 1st. The written preliminary notice shall include the following:**

- A. the Board is considering a decision not to renew the contract; and
- B. if the administrator files a request for a private conference not later than five (5) days after receiving the notice, the administrator is entitled to a private conference with the Superintendent.

If the administrator files a request with the Board for an additional private conference not later than five (5) days after the initial conference with the Superintendent, the administrator is entitled to an additional private conference with the Board before being given written notice of refusal to renew the contract.

The written preliminary notice must include the Board's reasons for considering a decision not to renew the contract.

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Legal	I.C. 20-28-8-3
	I.C. 20-28-8-4
	I.C. 20-28-8-11
	I.C. 20-28-8-12

Book	Policy Manual
Section	2000 Program
Title	PROPOSED REVISED CONTROVERSIAL ISSUES
Code	po2240
Status	First Reading
Adopted	November 22, 2016
Last Reviewed	February 27, 2024

2240 - **CONTROVERSIAL ISSUES**

The Board believes ~~that~~ the consideration of controversial issues has a legitimate place in the instructional program of the schools **School Corporation**.

Properly introduced and conducted, the consideration of such issues can help students learn to identify important issues, explore fully and fairly all sides of an issue, weigh carefully the values and factors involved, and develop techniques for formulating and evaluating positions.

For purposes of this policy, a controversial issue is a topic on which opposing points of view have been promulgated by responsible opinion, or is likely to arouse both support and opposition in the community and/or classroom.

The Board will permit the introduction and proper educational use of controversial issues provided that their use in the instructional program:

- A. is related to the instructional goals of the course of study and level of maturity of the students;
- B. does not tend to indoctrinate or persuade students to a particular point of view;
- C. encourages open-mindedness and is conducted in a spirit of scholarly inquiry; **and**
- D. **does not cause a substantial disruption in the school environment.**

Controversial issues related to the program may be initiated by the students themselves provided they are presented in the ordinary course of classroom instruction, **relate to the topic of instruction, and do not cause substantial disruption into the school environment** ~~and they are not substantially disruptive to the educational setting.~~

Controversial issues may not be initiated by a source outside the schools unless prior approval has been given by the principal.

When controversial issues have not been specified in the course of study, the Board will permit the instructional use of only those issues which have been approved by the principal.

~~In the discussion of any issue, a teacher may express a personal opinion, but shall identify it as such, and must not express such an opinion for the purpose of persuading students to his/her point of view.~~

~~Instructional materials selected for school use shall be such that a variety of viewpoints are represented on issues. No restrictions on the use of materials shall be based upon race, religion, national origin, or political view. Materials should be chosen in the hope of stimulating growth in knowledge and to help develop judgment on political, economic, social, or literary concerns of the day.~~

The Board recognizes ~~that~~ a course of study or certain instructional materials may contain content and/or activities that some parents find objectionable. If after careful, personal review of the program lessons and/or materials, a parent indicates to the school that either the content or activities conflicts with his/her religious beliefs or value system, the school will honor a written request for his/her child to be excused from a particular class for specified reasons. The student, however, will not be excused from participating in the course and will be provided alternate learning activities during times of such parent-requested absences.

The Superintendent shall develop administrative guidelines for dealing with controversial issues and with parental concerns about program content or the use of particular materials.

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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	January 23, 2024
Last Reviewed	February 27, 2024

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 January 1, 2024. 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	26.99 - 32.62
**Transportation Trainer/Dispatcher	22.98 - 26.36
Food Service Supervisor of Truck Drivers	22.99 - 26.36
Food Service Truck Driver	19.05 - 22.07
Food Service Receiving/Supply	19.05 - 22.07
Supervisor of Building Services	24.03 - 28.89
Food Service Support Specialist	21.18 - 28.46
Assistant to the Food Service Director for Secondary Schools	21.18 - 28.46
Food Service Bids & Commodity Coordinator	20.31 - 30.05
Culinary Event Coordinator	20.31 - 30.05
Assistant to the Food Service Director for Elementary Schools	21.18 - 28.46
Production Coordinator	22.98 - 26.36
**Transportation Route/Driver Coordinator	22.98 - 26.36
Transportation Clerk	18.29 - 19.81
Adult/Community Education Non-Contract Teachers	36.23 *
Building Community Education Coordinator	30.93 - 37.92
Radio Station Staff Announcer	12.42 - 16.39
Radio Station Development Assistant	13.95 - 20.52
School Security Officer	33.57
Federally Funded Pupil/Program/Parent Support Person	22.95 - 32.06
Federally Funded Building Translator/Interpreter	22.95 - 32.06
Federally Funded Building Translator/Parent Liaison	18.64 - 22.62
School Parent/Community Liaison	22.95 - 32.06
District Translator	35.70 - 45.70

Evening Events Supervisor	18.10
After-School Programming (ParaPro Credentialed)	18.00
After-School Programming (Non-ParaPro Credentialed)	14.00
Deaf/Hard of Hearing Educational Interpreter	19.43 - 33.67
Early College Data Specialist	27.70 - 31.23
EACC Testing Specialist	27.70 - 31.23
Manager of After-School and Community Programs and Family Engagement	31.53 - 39.68
Campus Security – I	15.23 - 23.38
Campus Security – II	17.27 - 25.42
Farm Technician	18.00 - 23.00
After-School Certified Teacher Tutoring	.001 of salary set forth in Article 6-E-4-d of the Master Contract

* Hourly rate based on .00113 of the base salary set forth in Appendix B of the 2023-2024 Master Contract.

** On days when an employee is required to serve as a driver on a bus route, the employee shall receive an additional ten (\$10) dollars for a half-day or an additional twenty (\$20) dollars for a full-day.

POSITION	YEARLY SALARY RANGE
Radio Station Manager	61,367 - 100,750
Radio Station Development Director	58,386 - 82,832
Radio Station Business Account Manager	48,347 - 81,634
Radio Station Program Director	48,347 - 68,595
Radio Station Senior Reporter and Assignment Editor	43,231 - 58,309
Radio Station Operations Manager	36,780 - 53,410
Radio Station Morning Edition Host	40,292 - 57,253
Radio Station Promotions Manager	41,135 - 55,960
Radio Station Membership Manager	50,227 - 64,129
Radio Station Business/Workforce Development Reporter - IPB News	41,320 - 55,930
Radio Station News Director/Reporter	51,500 - 66,500
Assistant Supervisor of Food Services	67,500 - 77,500
Assistant Manager of Transportation Department	67,500 - 77,500
EACC Career Coordinator	44,337 - 77,634
Olweus Bullying Prevention Program Coordinator	56,325 - 68,670
Education and Engagement Coordinator	48,347 - 81,634
Adult and Community Education Program Manager	75,375 - 86,163
Special Education Transition Specialist	46,500 - 66,500
High School Scheduling Coordinator (11 months)	61,500 - 76,500
Building Services Manager	76,985 - 97,365
Energy and Risk Management Specialist	61,700 - 82,080
Data and Assessment Manager	75,475 - 86,263
Data Specialist	49,084 - 70,989
Communication Specialist	49,084 - 70,989
Substitute Coordinator	51,483 - 60,581

Staff Accountant	51,510 - 63,738
Lead Program - FSCS Data Management Coordinator (funded by FSCS Grant 1/1/23 - 12/31/27)	72,500 - 82,500
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)	71,100
School Psychologist Intern	44,000
21st Century Community Learning Center Coordinator	2,500 (per semester)

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

Performance Awards for Radio Station Employees

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

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

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

Fringe Benefits

A. Income Protection and Annuities

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

B. Insurance

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

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

C. Severance Benefits

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

1. Resignation

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

2. Retirement, Death, or Disability

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

- a. For purposes of this benefit, retirement shall be defined as a resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six (6) months service requirement must be met to be eligible for

the disability or death benefit.

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

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

D. Change in Classification

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

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 fifty dollars (\$50).

Job-Related Injury

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

Bereavement

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days by check to the payroll office, whereupon a deduction equal to the per diem payments will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Health Leave

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

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

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

Health Leave - Procedure

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

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

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

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

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

Personal Leave

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

day written notice requesting the use of said consecutive days to their immediate supervisor.

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

Personal Leave - Procedure

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

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

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

Jury and Witness Duty Pay

Jury Duty

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

Witness Duty

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

Paid Parental Leave

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

Parental Leave

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

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

Adoptive Leave

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

Foster Care Leave

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

Maternity Leave

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

Holidays and Vacations Definitions

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

Holidays

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

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

New Year's - two (2) days

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Independence Day – two (2) days

Labor Day

Thanksgiving - two (2) days

Christmas - two (2) days

1. During the winter break (when schools are closed), four (4) days will be allowed as follows:
 - a. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to the approval of the immediate supervisor, select either but **not both** December 24 or December 26 as a holiday with pay, and may, subject to the approval of the immediate supervisor, select either but **not both** December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such a request to the immediate supervisor no later than December 10.
 - b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after

shall be paid holidays, unless schools are open on one (1) of these days, in which case an alternate day will be determined.

2. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless the school is in session.
 3. Thanksgiving Day and the day following will be paid holidays.
 4. Presidents' Day will be a paid holiday.
- B. School-year classified employees shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Labor Day

Thanksgiving Day and the following Friday (two (2) days)

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

Vacations

- A. A full-time employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.
- B. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for five (5) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.
- F. Years shall be considered consecutive so long as any interruption of service did not include other employment.
- G. For the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. *NOTE: the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.*

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

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

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

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

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

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

Revised 1/24/17
Revised 6/27/17
Revised 10/24/17
Revised 12/12/17
Revised 5/8/18
Revised 8/14/18
Revised 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
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Revised 5/10/22
Revised 6/28/22
Revised 9/13/22
Revised 10/25/22
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Revised 2/14/23
Revised 3/14/23
Revised 5/23/23
Revised 6/13/23
Revised 7/25/23
Revised 8/22/23
Revised 11/28/23

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Book	Policy Manual
Section	9000 Relations
Title	PROPOSED NEW PUBLIC COMPLAINTS AND CONCERNS
Code	po9130
Status	First Reading
Last Reviewed	February 27, 2024

9130 - PUBLIC COMPLAINTS AND CONCERNS

Any person or group having a legitimate interest in the operations of the School Corporation shall have the right to present a request, suggestion, complaint, or concern relating to Corporation personnel, the program, or the operations of the Corporation. At the same time, the School Board has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint and concern in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the Corporation by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

Any requests, suggestions, complaints, or concerns reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to the following procedure.

Matters Regarding a Professional Staff Member

A. First Level

If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasonable explanation or take appropriate action within his/her authority.

This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

B. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor and in compliance with provisions of a collective bargaining agreement, if applicable.

C. Third Level

If a satisfactory solution is not achieved by discussion with the supervisor, a written request for a conference shall be submitted to the Superintendent. This request should include:

1. the specific nature of the complaint and a brief statement of the facts giving rise to it;
2. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
3. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

D. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, consideration by the Board.

The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision.

The complainant shall be advised, in writing, of the Board's decision. The Board's decision on the matter will be final, and it will not provide consideration to other complainants on the same issue.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.

Matters Regarding the Superintendent

Should the matter be a concern regarding the Superintendent which cannot be resolved through discussion with the Superintendent, the complainant may submit a written request for review to the Board. This request should include:

- A. the specific nature of the complaint and a brief statement of the facts giving rise to it;
- B. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
- C. the reason that matter was not able to be resolved with the Superintendent;
- D. the action which the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may provide a written determination or may grant a hearing before the Board or a committee of the Board or refer the matter to an executive session.

The complainant shall be advised, in writing, of the Board's determination within thirty (30) business days. The Board's determination will be final and not subject to appeal.

Matters Regarding an Administrative Staff Member

Since administrators are considered members of the Corporation's professional staff, the general procedure specified in "Matters Regarding a Professional Staff Member" shall be followed.

Matters Regarding a Support Staff Member

In the case of a support staff member, the complaint is to be directed, initially, toward the person's supervisor, and the matter then brought as required to higher levels in the same manner as prescribed for "Matters Regarding a Professional Staff Member."

Matters Regarding Corporation Services or Operations

If the request, suggestion, complaint, or concern relates to a matter of Corporation procedure or operation, it should be addressed, initially, to the Chief Financial Officer, who will direct the individual to the appropriate administrator, and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

Matters Regarding the Educational Program

If the request, suggestion, complaint, or concern relates to a matter of Corporation program, it should be addressed, initially, to the Assistant Superintendent for Instruction and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

Matters Regarding Instructional Materials

The Superintendent shall prepare administrative guidelines to ensure that students and parents are adequately informed each year regarding their right to inspect instructional materials and the procedure for completing such an inspection.

If the request, suggestion, complaint, or concern relates to instructional materials such as textbooks, reference works, and other instructional aids used in the Corporation, the following procedure shall be followed:

- A. The criticism is to be addressed to the Assistant Superintendent for Instruction, in writing, and shall include:
 1. author;
 2. title;
 3. publisher;
 4. the complainant's familiarity with the material objected to;

5. sections objected to, by page and item;
 6. reasons for objection.
- B. Upon receipt of the information, the Assistant Superintendent for Instruction may, after advising the Superintendent of the complaint, appoint a review committee which may consist of:
1. one (1) or more professional staff members;
 2. one (1) or more Board members;
 3. one (1) or more laypersons knowledgeable in the area.
- C. The Superintendent shall be an ex officio member of the committee.
- D. The committee, in evaluating the questioned material, shall be guided by the following criteria:
1. the appropriateness of the material for the age and maturity level of the students with whom it is being used;
 2. the accuracy of the material;
 3. the objectivity of the material;
 4. the use being made of the material.
- E. The material in question may be, at the discretion of the committee, withdrawn from use pending the committee's recommendation to the Superintendent.
- F. The committee's recommendation shall be reported to the Superintendent in writing within thirty (30) business days following the formation of the committee. The Superintendent will advise the complainant, in writing, of the committee's recommendation and advise the Board of the action taken or recommended.
- G. The complainant may appeal this decision, within ten (10) business days, to the Board through a written request to the Superintendent, who shall forward the request and all written material relating to the matter to the Board.
- H. The Board shall review the case and advise the complainant, in writing, of its decision within thirty (30) business days.

Matters Regarding School Library Materials

If a parent or guardian of a student enrolled in a school in the School Corporation or a community member residing within the Corporation submits a request to remove material that they contend is obscene or harmful to minors from a school library, the following procedure shall be followed:

- A. The request is to be presented to the Assistant Superintendent for Instruction, in writing, and shall include:
1. author;
 2. title;
 3. publisher;
 4. the requester's familiarity with the objectionable material;
 5. sections objected to, by page and item;
 6. reasons for objection.
- B. Upon receipt of the information the Assistant Superintendent for Instruction may after advising the Superintendent of the request, appoint a review committee which may consist of:
1. one certified teacher;
 2. one Board member;
 3. one building level administrator;

4. school librarian;
 5. Language Arts teacher; and
 6. community member.
- C. The Superintendent shall be an ex officio member of the committee.
- D. The review committee, in evaluating the questioned material, shall be guided by the following criteria:
1. the appropriateness of the material for the age and maturity level of the students who have access to it;
 2. the accuracy of the material;
 3. the objectivity of the material;
 4. the use being made of the material.
- E. The material in question may, at the discretion of the committee, be withdrawn from use pending the review committee's recommendation to the Superintendent.
- F. The review committee's recommendation shall be reported to the Superintendent in writing within thirty (30) business days following the formation of the review committee. The Superintendent will advise the individual making the request, in writing, of the review committee's recommendation and advise the Board of the action taken or recommended.
- G. The individual who filed the request may appeal this decision, within ten (10) business days, to the Board through a written request to the Superintendent, who shall forward the request and all written material relating to the matter to the Board.
- H. The Board shall review the request and decision at the next public meeting after an appeal is submitted. The Board shall advise the complainant, in writing, of its decision within thirty (30) business days.

No challenged material may be removed from the curriculum, school library, or from a collection of resource materials except by action of the Board. No challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some without it being obscene or harmful to minors. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal. The Board's decision shall be final.

I.C. 20-26-5-4
I.C. 20-26-5.5
20 U.S.C. 1232h

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Legal I.C. 20-26-5-4
20 U.S.C. 1232h

Elkhart Community Schools New Course Proposal for 2024-2025

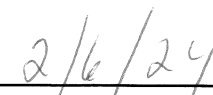
State Title	Am Lit/ENGL223 Ivy Tech DOE#1124
Course Description	American Literature After 1865 surveys major American writers from the Civil War to the present. Discussions of the major historical, cultural, intellectual, and political events that influenced the authors will be included.
Grade Levels	11
Pathway	Can be used for dual credit Indiana College Core Certificate
Length of Course	1 semester
Prerequisites	English 11A:A, ENGL 111

Additional Required Information:


Resources	Each School of Study will choose two novels for this course. There will be no new/ additional resources needed. Typical titles could include <i>The Great Gatsby</i> , <i>Of Mice and Men</i> , <i>Fences</i> , or <i>A Raisin in the Sun</i> .
Additional cost?	None
Rationale for the course	Ivy Tech's ENGL 223 closer aligns with the essential standards taught in English 11A:B. This ensures that teachers are meeting both Indiana state standards and Ivy Tech's course objectives.
How does this course fit into your department's and your school's total program?	English 11A:B traditionally focuses on American literature, starting with the Roaring Twenties and <i>The Great Gatsby</i> . Very little change will be needed to reallocate this course from ENGL 215 to ENGL 223. ENGL 215 did not fit Ivy Tech objectives because it is a writing course, and the high school English 11A:B is mostly a literature course.
Anticipated number of students	200
What courses might this replace in their schedules?	ENGL 215
Name of person on staff licensed to teach this course	B. Townsley, A. Stine, L. Smith, E. Corson, K. Lane, S. Smurr, T. Gonzalez, K. Riblet, T. Korn



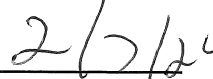
Teacher Signature



Date:

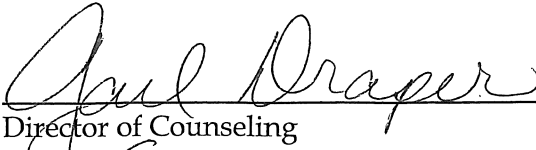


SOS Principal Signature




Date:

Elkhart Community Schools
New Course Proposal for 2024-2025



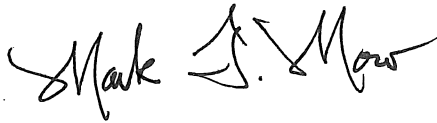
Director of Counseling

2/6/2024
Date:



Executive Principal

2/7/24
Date:

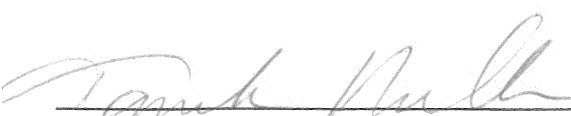


Elkhart Community Schools
New Course Proposal for 2024-2025

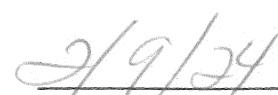
State Title	World History DOE#1548
Course Description	Pre AP World History and Geography
Grade Levels	9th
Pathway	Honors Diploma
Length of Course	Year
Prerequisites	Honors Track

Additional Required Information:

Resources	Full-year course framework & Digital instructional resources for course provided by the College Board Pre-Ap Program
Additional cost?	\$1500 per course per school, with unlimited student enrollment.
Rationale for the course	The Pre-AP World History and Geography areas of focus prioritize the skills fundamental to the study of history and geography in high school, AP, and beyond. This gives students multiple opportunities to think and work like historians and geographers as they develop and strengthen these disciplinary reasoning skills throughout their education in history and the social sciences.
How does this course fit into your department's and your school's total program?	This course would provide support for the AP World History course in 10th grade.
Anticipated number of students	100 (25 per academy, there are 6 academies)
What courses might this replace in their schedules?	Honors Geography & History of the World
Name of person on staff licensed to teach this course	Teachers complete the foundational professional learning (Online Foundational Modules or Pre-AP Summer Institute) and at least one online performance task scoring module. Tanisha Miller, Carrie Conway, Kristy Kong, Bekah Shenk, Jason Chrapliwy



 Teacher Signature
 Revised 11.19.2021



 Date:

**Elkhart Community Schools
New Course Proposal for 2024-2025**

Tanisha Miller
Written Name of Teacher

Department Chair

Date:

Gail Draper
Written Name of Department Chair
Director of Counseling

2/9/2024
Date:

Gail Draper
Written Name of Director of Counseling

Cary Anderson
Principal or Assistant Principal

Date:

Cary Anderson
Written Name of Principal or Assistant Principal

Mark I. Moore 2/13/24

Checklist and Timeline: These dates are the "ideal" and

Task	Completed?	
	Yes	No
STEP 1: By the middle of October , the teacher(s) will draft an informal course proposal and discuss the new course with his or her department chair. The teacher and department chair will make contact with their counterparts at the sister school and with building administrators. The administrators will discuss the proposed course with the Director of Secondary Instruction. By the last Friday in October , the teacher will be informed as to whether or not he or she should move forward with further development of the proposed course and with the formal submission of the new course proposal using the form above.	Yes	No
STEP 2: The teacher will submit the full course proposal to the building administrator and his or her department chair by the middle of November .	Yes	No

**RESOLUTION OF BOARD OF SCHOOL TRUSTEES CONFIRMING EXECUTION
OF THE AMENDMENT TO LEASE AND MATTERS RELATED THERETO**

(2024 HEALTH AND WELLNESS FACILITY HIGH SCHOOL ADDITION PROJECT)

WHEREAS, this Board of School Trustees (the “Board”) of the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), has previously examined and approved a form of a Ninth Amendment to Lease (the “Ninth Amendment”) by and between the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Nonprofit Corporation Act of 1991, as amended, as lessor (the “Building Corporation”), and the School Corporation, as lessee, which amends a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended and supplemented by an Addendum to Lease, dated as of May 5, 1998 (the “Addendum to Lease”), a First Amendment to Lease, dated as of October 1, 2003 (the “First Amendment to Lease”), a Second Amendment to Lease, dated as of April 23, 2013 (the “Second Amendment to Lease”), an Addendum to Second Amendment to Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment to Lease”), a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment to Lease”), an Addendum to Third Amendment to Lease, dated as of December 1, 2018 (the “Addendum to Third Amendment to Lease”), a Fourth Amendment to Lease, dated as of April 9, 2019 (the “Fourth Amendment to Lease”), an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (the “Addendum to Fourth Amendment to Lease”), a Fifth Amendment to Lease, anticipated to be dated as of March 24, 2020 (the “Fifth Amendment to Lease”), an Addendum to Fifth Amendment to Lease, dated as of May 15, 2020 (the “Addendum to Fifth Amendment to Lease”), a Sixth Amendment to Lease, dated as of March 24, 2020 (the “Sixth Amendment to Lease”), an Addendum to Sixth Amendment to Lease, dated as of October 15, 2020 (the “Addendum to Sixth Amendment to Lease”), a Seventh Amendment to Lease, dated as of October 15, 2020 (the “Seventh Amendment to Lease”), an Eighth Amendment to Lease, dated April 13, 2021 (the “Eighth Amendment to Lease”), and an Addendum to Eighth Amendment to Lease, dated as of May 15, 2021 (the “Addendum to Eighth Amendment to Lease”) (the Original Lease, as amended by the First Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease, the Addendum to Second Amendment to Lease, the Third Amendment to Lease, the Addendum to Third Amendment to Lease, the Fourth Amendment to Lease, the Addendum to Fourth Amendment to Lease, the Fifth Amendment to Lease, the Addendum to Fifth Amendment to Lease, the Sixth Amendment to Lease, the Addendum to Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease and an Addendum to Eighth Amendment to Lease, the “Lease”), for the reimbursement for improvements to all or any portion of the Premises (as defined in the Lease) paid by the School Corporation since the Premises have been owned by the Building Corporation and the extension of the ownership of the Premises by the Building Corporation beyond the current term in order to provide the School Corporation with the funds sufficient to pay all or a portion of the costs of the 2024 Health and Wellness Facility High School Addition Project, as defined and described in the resolution adopted by the Board on January 23, 2024, and all costs related thereto; and

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

WHEREAS, pursuant to Indiana Code §20-47-3-10, as amended, prior to the execution of a lease between a lessor corporation and a school corporation, a public hearing must be held giving all interested persons the right to be heard upon the necessity for the execution of such lease and whether the rental provided for therein be paid to the lessor corporation is a fair and reasonable rental for the proposed building; and

WHEREAS, notice of a public hearing (1) to explain the potential value of the 2024 Health and Wellness Facility High School Addition Project to the School Corporation and the community, and (2) upon the form of the proposed Ninth Amendment, was given by publication as required by law; and

WHEREAS, on the date hereof, a public hearing was conducted in accordance with Indiana Code §§20-26-7-37 and 20-47-3-9, each as amended, (1) to explain the potential value of the 2024 Health and Wellness Facility High School Addition Project to the School Corporation and the community, and (2) regarding whether the execution of the Ninth Amendment is necessary and whether the rentals in the Ninth Amendment are fair and reasonable for the proposed facilities; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning each of the 2024 Health and Wellness Facility High School Addition Project and the Ninth Amendment; and

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

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens for the purpose of financing all or any portion of the 2024 Health and Wellness Facility High School Addition Project to extend the term of the ownership of all or any portion of the Premises by the Building Corporation, and enter into the Ninth Amendment with the Building Corporation, as lessor, for all of the Premises, in order to better serve the residents of the School Corporation, by allowing the Building Corporation to issue first mortgage bonds in one or more series to fund all or any portion of the 2024 Health and Wellness Facility High School Addition Project in an original aggregate principal amount not to exceed Six Million Three Hundred Fifty Thousand Dollars (\$6,350,000) (the “2024A Bonds”).

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

Section 1. Providing for the 2024 Health and Wellness Facility High School Addition Project is in the public interest, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all the agencies of the federal, state and local governments.

Section 2. The drawings, plans and specifications and estimates for all of the cost of the 2024 Health and Wellness Facility High School Addition Project, including, but not limited to, all costs of acquisition and construction associated with the 2024 Health and Wellness Facility High School Addition Project, provide for necessary facilities for the School Corporation and the same are hereby approved.

Section 3. The proposed Ninth Amendment, as described in the notice of public hearing, be, and hereby is, confirmed in accordance with Indiana Code §20-47-3-10(b), as amended, and provides for a fair and reasonable rental of all or a portion of the Premises with an increased term not to exceed twenty-two (22) years from the date the first series of the 2024A Bonds are issued, with an additional annual lease rental not to exceed Two Million Dollars (\$2,000,000), and further, the execution of the Ninth Amendment is necessary and wise. As a result of this additional lease rental payment, a decrease in the other payments being made by the School Corporation from its debt service fund and the current net assessed value of the School Corporation, there is anticipated to be no incremental increase over the School Corporation's 2023 pay 2024 non-exempt debt service fund tax rate. The estimated completion date of the 2024 Health and Wellness Facility High School Addition Project is estimated to be no later than December, 2025.

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

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

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

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

Section 8. The issuance, sale and delivery by the Building Corporation of the 2024A Bonds pursuant to the applicable laws of the State of Indiana, with a maximum term not to exceed twenty (20) years, and in an aggregate original principal amount not to exceed \$6,350,000, is hereby approved.

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

Section 10. The Building Corporation may issue, sell and deliver such 2024A Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of the 2024A Bonds and the 2024 Health and Wellness Facility High School Addition Project.

Section 11. The Board hereby approves the extension of the ownership of the Premises by the Building Corporation upon payment by the Building Corporation to the School Corporation of the proceeds of the 2024A Bonds received by the Building Corporation.

Section 12. Any member of the Board, officer of the School Corporation or the Superintendent or Chief Financial Officer be, and hereby is, authorized and directed to take any action and execute any documents, agreements and certificates as such member or officer deems necessary and desirable to effectuate the foregoing resolutions, and any such actions, documents, agreements and certificates heretofore taken or executed, including, but not limited to, publication of the notices of the public hearing on the Ninth Amendment, be, and hereby are, ratified and approved. In addition, the Superintendent and the Chief Financial Officer, each as an Authorized Representative of the Building Corporation, may approve change orders prior to seeking formal approval of such change orders from the Board; provided, however, such change orders shall be subsequently presented to the Board for its approval.

This Resolution hereby is ADOPTED by the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, this 27th day of February, 2024.

**BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOLS,
ELKHART COUNTY, INDIANA**

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

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

(2024 HEALTH AND WELLNESS FACILITY HIGH SCHOOL ADDITION PROJECT)

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

WHEREAS, the School Corporation, as lessee, previously entered into a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended and supplemented by an Addendum to Lease, dated as of May 5, 1998 (the “Addendum to Lease”), a First Amendment to Lease, dated as of October 1, 2003 (the “First Amendment to Lease”), a Second Amendment to Lease, dated as of April 23, 2013 (the “Second Amendment to Lease”), an Addendum to Second Amendment to Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment to Lease”), a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment to Lease”), an Addendum to Third Amendment to Lease, dated as of December 1, 2018 (the “Addendum to Third Amendment to Lease”), a Fourth Amendment to Lease, dated as of April 9, 2019 (the “Fourth Amendment to Lease”), an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (the “Addendum to Fourth Amendment to Lease”), a Fifth Amendment to Lease, anticipated to be dated as of March 24, 2020 (the “Fifth Amendment to Lease”), an Addendum to Fifth Amendment to Lease, dated as of May 15, 2020 (the “Addendum to Fifth Amendment to Lease”), a Sixth Amendment to Lease, dated as of March 24, 2020 (the “Sixth Amendment to Lease”), an Addendum to Sixth Amendment to Lease, dated as of October 15, 2020 (the “Addendum to Sixth Amendment to Lease”), a Seventh Amendment to Lease, dated as of October 15, 2020 (the “Seventh Amendment to Lease”), an Eighth Amendment to Lease, dated as of April 13, 2021 (the “Eighth Amendment to Lease”), and an Addendum to Eighth Amendment to Lease, dated as of May 15, 2021 (the “Addendum to Eighth Amendment to Lease”) (the Original Lease, as amended by the First Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease, the Addendum to Second Amendment Lease, the Third Amendment to Lease, the Addendum to Third Amendment to Lease, the Fourth Amendment to Lease, the Addendum to Fourth Amendment to Lease, the Fifth Amendment to Lease, the Addendum to Fifth Amendment to Lease, the Sixth Amendment to Lease, the Addendum to Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease and an Addendum to Eighth Amendment to Lease, the “Lease”), each with the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Code 23-17, as amended (the “Building Corporation”), as lessor, pursuant to Indiana Code 20-47-3, as amended, and Indiana Code 20-47-4, as amended; and

WHEREAS, the School Corporation, as lessee, has been authorized to enter into a ninth amendment to the Lease (the “Ninth Amendment to Lease”), with the Building Corporation, in order to allow the Building Corporation to issue first mortgage bonds to fund all or any portion of (i) the costs of issuing such bonds, and (ii)(a) the reimbursement to the School Corporation for costs of improvements to the premises subject to the Lease (the “Premises”) previously incurred by the School Corporation following the date the Premises were acquired by the Building Corporation and (b) the payment to the School Corporation for an extension of the ownership of the Premises by the Building Corporation through the term set forth in the Ninth Amendment to

Lease (clauses (a) and (b), collectively, the “School Corporation Payments”), all of which School Corporation Payments will be used by the School Corporation to pay for all or a portion of the costs of the 2024 Health and Wellness Facility High School Addition Project (as defined in the resolution adopted by the Board of School Trustees of the School Corporation (the “Board”) on January 23, 2024), and the costs of issuing such first mortgage bonds not paid by the Building Corporation, in an original aggregate principal amount not to exceed Six Million Three Hundred Fifty Thousand Dollars (\$6,350,000) (the “2024A Bonds”); and

WHEREAS, the School Corporation intends to use the money it receives from the School Corporation Payments, if any, to pay for (a) 2024 Health and Wellness Facility High School Addition Project, and (b) costs of issuance of the 2024A Bonds not paid by the Building Corporation (clauses (a) and (b), collectively, the “2024 School Corporation Project”); and

WHEREAS, the costs of the 2024 School Corporation Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2024 School Corporation Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2024 School Corporation Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired or retained for the 2024 School Corporation Project; and

WHEREAS, the Board has found that there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the portion of the 2024 School Corporation Project and has heretofore authorized the Building Corporation to issue its 2024A Bonds; and

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

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

SECTION 1. There is hereby appropriated a sum not to exceed Six Million Three Hundred Fifty Thousand Dollars (\$6,350,000) out of the proceeds of the 2024A Bonds received by the School Corporation from the Building Corporation as the School Corporation Payments, together with all investment earnings thereon. The School Corporation shall use such funds for the purpose of paying for all or a portion of the costs of the 2024 School Corporation Project.

SECTION 2. Each such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the 2024 School Corporation Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

SECTION 3. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the fiscal officer of the School Corporation, who shall report the appropriation to the State of Indiana Department of Local Government Finance.

SECTION 4. The President, Vice President, any other officer or member of the Board, the Superintendent of the School Corporation or the Chief Financial Officer of the School Corporation are hereby authorized to take any and all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof and any and all actions previously taken, or documents previously executed, in connection with the transactions contemplated by this resolution, including but not limited to, publication of the notice of the public hearing held in connection with this appropriation, be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 27th day of February, 2024.

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

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

ACCOUNT BALANCES/INVESTMENT DETAIL
January 2024

CASH:

Petty Cash	\$	500.00
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BANK ACCOUNTS:

Everwise Credit Union	\$	3,003,737.56
Lake City Bank – Accounts Payable		(445,858.14)
Lake City Bank – Payroll Account		(6,221.53)
Lake City Bank – Flex Account		79,405.42
Lake City Bank – Merchant Account		-
Lake City Bank – Prepaid Lunch		823,806.28
Lake City Bank – Deposit Account		47,891,667.89
Lake City Bank – Book Rental		-

INVESTMENTS:

Certificate of Deposit		-
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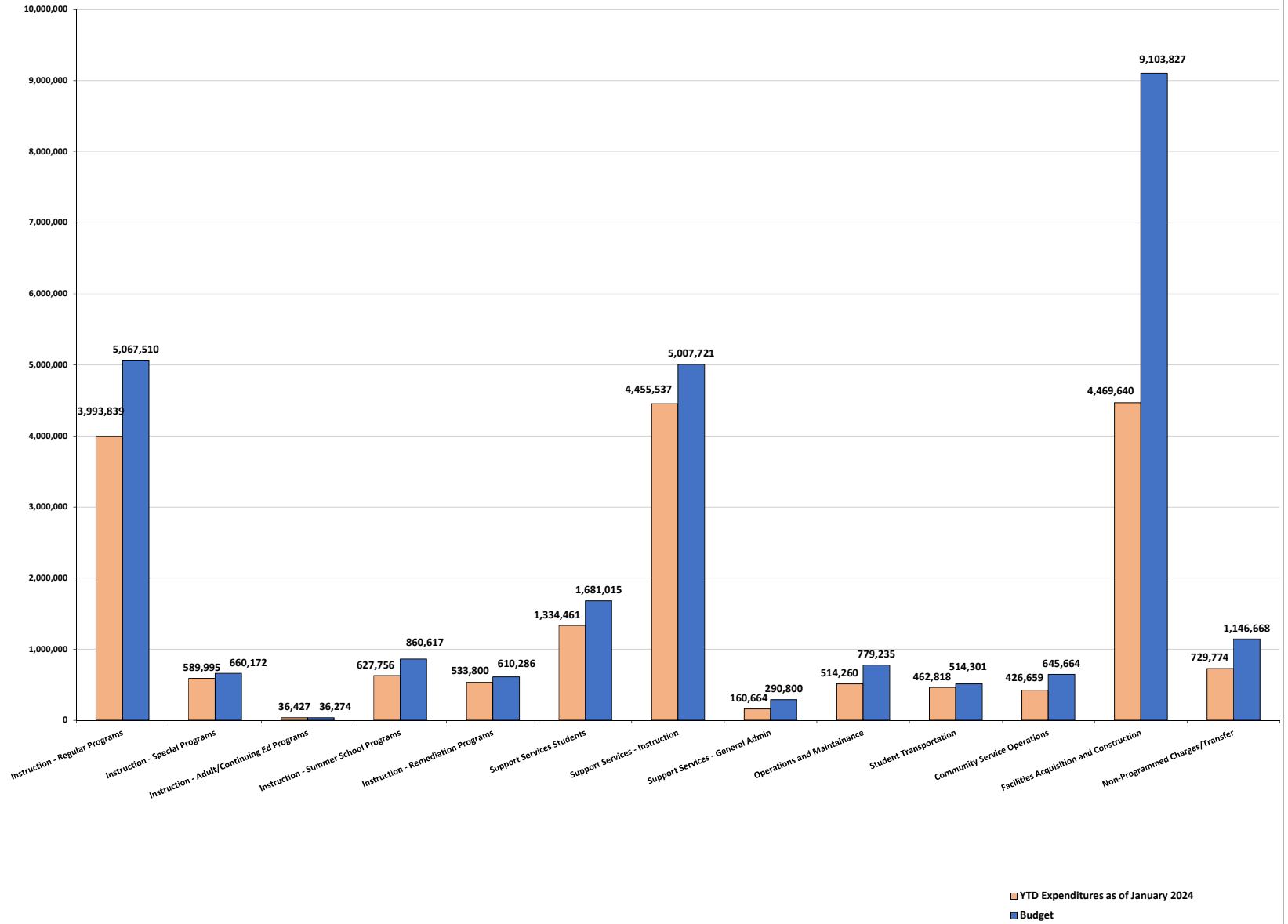
\$ 51,347,037.48

ESSER III - Utilization Review

YTD Expenditures as of January 2024	Total % of Allocation Expended	Account	Budget	% of Total Budget
3,993,839.26	78.81%	Instruction - Regular Programs	\$5,067,510.08	19.19%
589,994.91	89.37%	Instruction - Special Programs	\$660,172.00	2.50%
36,426.94	100.42%	Instruction - Adult/Continuing Ed Programs	\$36,274.00	0.14%
627,756.42	72.94%	Instruction - Summer School Programs	\$860,617.00	3.26%
533,799.59	87.47%	Instruction - Remediation Programs	\$610,286.00	2.31%
1,334,460.94	79.38%	Support Services Students	1,681,015.00	6.37%
4,455,537.37	88.97%	Support Services - Instruction	5,007,721.29	18.97%
160,663.56	55.25%	Support Services - General Admin	290,800.00	1.10%
514,259.93	66.00%	Operations and Maintainance	779,235.00	2.95%
462,817.90	89.99%	Student Transportation	514,301.00	1.95%
426,659.49	66.08%	Community Service Operations	645,664.00	2.45%
4,469,639.95	49.10%	Facilities Acquisition and Construction	\$9,103,827.00	34.48%
729,773.71	63.64%	Non-Programmed Charges/Transfer	\$1,146,668.00	4.34%
\$18,335,629.97	69.44%		\$26,404,090.37	100.00%

Expenditures for January 2024 consisted of salaries/benefits, construction projects, and supplies for budgeted programming.

ESSER III - Expenditure to Budget as of 1/31/2024



Medical Plan Experience

January 2024

	<u>Cur Mo</u>	<u>Cur Mo Pr Yr</u>	<u>Chg</u>	<u>YTD Cur</u>	<u>YTD Pr</u>	<u>Chg</u>
Anthem Medical	\$ 854,544	\$ 383,577	\$ 470,967	\$ 854,544	\$ 383,577	\$ 470,967
CVS Rx	\$ 148,021	\$ 105,489	\$ 42,532	\$ 148,021	\$ 105,489	\$ 42,532
Rx Rebate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Amt Above Stop Loss	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Claim Cost Total	\$ 1,002,565	\$ 489,066	\$ 513,499	\$ 1,002,565	\$ 489,066	\$ 513,499
Expected Claim Cost	\$ 894,545	\$ 855,989	\$ 38,556	\$ 894,545	\$ 855,989	\$ 38,556
Claims vs. Expected	\$ 108,020	\$ (366,923)		\$ 108,020	\$ (366,923)	
Non Claim Costs (administration, clinic, pharmacy, stop-loss)	\$ 249,753	\$ 222,613	\$ 27,140	\$ 249,753	\$ 222,613	\$ 27,140
Total Cost (Claim + Non-claim)	\$ 1,252,318	\$ 711,679		\$ 1,252,318	\$ 711,679	
Enrollment	1,047	1,004		\$ 1,047	\$ 1,004	
Cost Per Employee Per Month (PEPM)	\$ 1,196.10	\$ 708.84		\$ 1,196.10	\$ 708.84	68.7%