

NOTICE OF EXECUTIVE SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

Date: Tuesday, January 23, 2024

Time: 5:45 p.m.

Purpose: Reference Indiana Code Section 5-14-1.5-6.1-(b)-

(2) For discussion of strategy with respect to any of the following:

(B) Initiation of litigation or litigation that is either pending or has been threatened specifically in writing. As used in this clause, "litigation" includes any judicial action or administrative law proceeding under federal or state law.

(6) With respect to any individual over whom the governing body has jurisdiction.

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



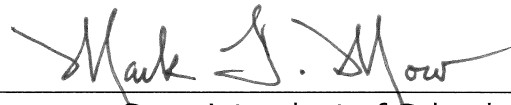
Superintendent of Schools

Posted and electronically delivered to News Media on Thursday, January 18, 2024 and electronically delivered to Board Members and School Attorney on Friday, January 19, 2024.

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

NOTICE OF MEETING CANCELLATION

Date: Tuesday, January 23, 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,
January 18, 2024 and electronically
delivered to Board Members and School
Attorney on Friday, January 19, 2023.

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

January 23, 2024

CALENDAR

Jan	23	5:45 p.m.	Executive Session, J.C. Rice Educational Services Center
Jan	23	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Feb	13	6:00 p.m.	Public Work Session, Monger Elementary School
Feb	13	7:00 p.m.	Regular Board Meeting, Monger Elementary School

A. CALL TO ORDER

B. THE ELKHART PROMISE

C. INVITATION TO SPEAK PROTOCOL

D. MOMENT OF PRIDE

E. CONSENT ITEMS:

- Minutes – January 9, 2024 – Public Work Session
- Minutes – January 9, 2024 – Annual Organizational Meeting
- Minutes – January 9, 2024 – Annual Board of Finance Meeting
- Minutes – January 9, 2024 – Regular Board Meeting
- Claims
- Fundraisers
- Gift Acceptance
- Conference Leaves
- Personnel Report

F. OLD BUSINESS

G. NEW BUSINESS

Board Policy 2271 – Enrollment in College and University Programming Not Offered by Elkhart Community Schools – The Administration presents proposed revisions to Board Policy 2271 – Enrollment in College and University Programming Not Offered by Elkhart Community Schools for initial review.

Administrative Regulation IKFC – Enrollment in College and University Programming Not Offered by Elkhart Community Schools – The Administration presents proposed new Administrative Regulation IKFC – Enrollment in College and University Programming Not Offered by Elkhart Community Schools for initial review.

Board Policy 3121ACS – Personal Background Checks and Mandatory Reporting - The Administration presents proposed revisions to Board Policy 3121ACS – Personal Background Checks and Mandatory Reporting for initial review.

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 review and requests to waive second reading.

Board Policy 8510 – Wellness – The Administration presents proposed revisions to Board Policy 8510 – Wellness for initial review and requests to waive second reading.

Conflict of Interest –

Elkhart Community Schools Innovative Learning Grant in Collaboration with 5 Star – The administration seeks approval to apply for the Elkhart Community Schools Innovative Learning Grant in Collaboration with 5 Star.

Resolution of the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, taking actions regarding a proposed Ninth Amendment to Lease and approving the issuance of Bonds by the Elkhart Community School Building Corporation and matters related thereto –

Financial Report

Insurance Update

H. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

I. ADJOURNMENT

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

Elkhart Community Schools
Elkhart, Indiana

January 9, 2024

J.C. Rice Services Center, 2720 California Road, Elkhart 46514 – at 6:19 p.m.			Place/Time
Board Members Present:	Dacey S. Davis Troy E. Scott	Jeffrey S. Bliler Mike Burnett Kellie L. Mullins Anne M. VonDerVellen	Roll Call
Via Electronic Communication:	Douglas K. Weaver		
ECS Staff Present:	Mark Mow Tony Gianesi	Brian Buckley Jacquie Rost	
ECS Guest Present:	Jamie Lake, Architecture & Design		
The Board was presented information about the proposed Wellness Center at Elkhart High School.			Topics Discussed
The meeting adjourned at approximately 7:25 p.m.			Adjournment
APPROVED:			Signatures
_____ Troy E. Scott, President		_____ Jeffrey S. Bliler, Member	
_____ Douglas K. Weaver, Vice President		_____ Mike Burnett, Member	
_____ Anne M. VonDerVellen, Secretary		_____ Dacey S. Davis, Member	
		_____ Kellie L. Mullins, Member	

MINUTES OF THE
ORGANIZATIONAL MEETING
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

January 9, 2024

J. C. Rice Educational Services Center, 2720 California Rd, Elkhart – 7:25 p.m.

Board Members
Present:

Dacey S. Davis
Troy E. Scott

Jeffrey S. Bliler
Mike Burnett
Kellie L. Mullins
Anne M. VonDerVellen

Via Electronic
Communication:

Douglas K. Weaver

Board President Dacey Davis called the meeting to order and the pledge was recited.

By unanimous action, the Board elected Troy Scott to serve as president, Doug Weaver to serve as vice president, and Anne VonDerVellen to serve as secretary of the Board of School Trustees for 2024.

Three Board members: Dacey Davis, Troy Scott and Douglas Weaver, publicly disclosed potential conflicts of interest. (Codified Files 2324-089)

By unanimous action, the Board adopted an organizational resolution naming Zachary Quiett, treasurer; Erica Purvis, deputy treasurer; copy fees; officers and members of the Board of Finance shall be the same as the officers and members of the Board of School Trustees; Board member compensation; cash management provider is Lake City Bank; Legal Counsel is Barnes & Thornburg; legal notices to be published in the Elkhart Truth and Goshen News; mileage rate is \$.670; and bond amounts. (Codified File 2324-090)

The meeting adjourned at approximately 7:30 p.m.

Time/Place

Roll Call

Call to
Order/Pledge

Election of
Officers

Conflict of
Interest

Resolution of
Board of
School
Trustees

Adjournment

APPROVED:

Signatures

Troy E. Scott, President

Jeffrey S. Bliler, Member

Douglas K. Weaver, Vice President

Mike Burnett, Member

Anne M. VonDerVellen, Secretary

Dacey S. Davis, Member

Kellie L. Mullins, Member

MINUTES OF THE
ANNUAL MEETING OF THE BOARD OF FINANCE

Elkhart Community Schools
Elkhart, Indiana
January 9, 2024

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at approx. 7:30 p.m.	Time/Place
Board Members Present: Troy E. Scott Anne M. VonDerVellen Jeffrey S. Bliler Mike Burnett Dacey S. Davis Kellie L. Mullins	Roll Call
Via Electronic Communication: Douglas K. Weaver	
Outgoing Board President Dacey Davis called the annual meeting of the Board of Finance to order.	Call to Order
By unanimous action, the Board adopted a resolution authorizing the Treasurer of Elkhart Community Schools to invest funds from the depository balance instead of from a specific fund balance in accordance with the provisions established by Indiana Code 5-13-9.6.	Resolution
Board members were provided with an investment history report reflecting no investment activity during 2023 and the Investment Policy.	2023 Investment History and Policy
Per Indiana Code 5-13-7-8, Superintendent or designee needs to provide a report to the Board of Finance to assess the financial condition of the school corporation. Kevin Scott, Chief Financial Officer, presented the financial indicators report.	Financial Indicators
Mr. Scott introduced the newly appointed Chief Financial Officer, Zachary Quiett.	
The meeting was adjourned at approximately 7:33 p.m.	Adjournment
APPROVED: _____ Troy E. Scott, President	Signatures
ATTESTED: _____ Anne M. VonDerVellen, Secretary	

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

January 9, 2024

J.C. Rice Educational Services Center, 2720 California Road, Elkhart –
at 7:33 p.m.

Place/Time

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

Roll Call

Via Electronic Communication: Douglas K. Weaver

Outgoing Board President Dacey Davis called the regular meeting of the Board of School Trustees to order.

Call to Order

Ms. Davis recited the Elkhart Promise.

The Elkhart Promise

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

Consent Items

Minutes – December 19, 2023 – Regular Board Meeting
Minutes – December 27, 2023 – Special Board Meeting

Minutes

Payment of claims totaling \$15,964,391.10 as shown on the January 9, 2024, claims listing. (Codified File 2324-091)

Payment of Claims

Proposed school fundraisers in accordance with Board policy. (Codified File 2223-092)

Fundraisers

The following donations were made to Elkhart Community Schools (ECS): \$500 from Shield Restraint Systems in support of the Elklogics Robotics extra-curricular activities including the purchase of equipment, supplies, registrations, and transportation for students.

Gift Acceptance

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the January 9, 2024 listings. (Codified File 2324-093)

Conference Leave Requests

Submission of the following grant: Indiana Youth Institute Professional Development Grant hosted by Indiana Youth Institute

Grant

in the amount of \$750 which would fund the conference registration for Allison Makowski to attend a trauma responsive conference for education. (Codified File 2324-094)

Personnel
Report

Employment of the following five (5) certified staff members effective on dates indicated:

Certified
Employment

Audrey Blodgett – Language Arts at North Side, 1/16/24
Nicolaas DeJong – Special Education at North Side,
12/20/23
Joseph Iavagnilio – Mathematics at Freshman Division,
1/8/24
Lauren Morales – Art at West Side, 1/8/24
Julia Ramirez – Grade 6 at Osolo, 1/8/24

Resignation of the following three (3) certified staff members, effective on dates indicated:

Certified
Resignations

Thomas Guthrie – Science at Pierre Moran, 12/20/23
Tina McConnell – Special Education at Beardsley, 12/21/23
Patrick Smith – Grade 6 at Bristol, 1/12/24

Extension of leave for the following one (1) certified staff member, effective on date indicated:

Extension of
Certified Leave

Dodie Norris – District Instructional Math at Osolo,
beginning 1/8/24 and ending 5/31/24

Employment of the following one (1) classified employees effective on dates indicated:

Classified
Employment

Kirsten Vance – Custodian at Osolo, 1/2/24

Unpaid leave for the following one (1) classified employee, effective on dates indicated:

Classified Leave

Melissa Coffman – Bus Driver at Transportation, beginning
1/17/24 and ending 1/31/24

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

Classified
Retirement

Robert Myers – Custodian at Elkhart High, 1/5/24 with 10
Years of Service

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

Classified
Resignations

Hannah Diver – Food Service at Bristol, 12/21/23
Cheryl Gibson – Food Service at Roosevelt, 12/21/23
Jesse Hollis – Promotions Manager at WVPE, 12/28/23
Lisa G. Jones – Board Certified Behavior Analyst at PACE,
12/21/23
Bryanna Schug – Paraprofessional at HELC, 12/15/23

Elizabeth Willis – Food Service at Elkhart High, 1/12/23

Employment of the following three (3) classified employees, effective on dates indicated:

Angela James – Food Service at Osolo, 1/11/24

Lisa M. Jones – Paraprofessional at HELC, 1/11/24

Ryan Prebys – Assistant Color Guard Director at Elkhart High, 1/11/24

By unanimous action, the Board adopted a resolution for Transfer of Appropriations. (Codified File 2324-095)

Resolution for Transfer of Appropriations

By unanimous action, the Board approved a motion to issue Notice of Preliminary Consideration of Non-Renewal.

Contract Non-Renewal

The Board was presented proposed revisions to Administrative Regulation GDBA-10 – Miscellaneous Positions Pay Schedule for review and waived second reading.

Administrative Regulation GDBA-10

Dr. Bruce Stahly, Assistant Superintendent of Instruction, announced the new district-wide elementary reading initiative, “Elkhart Builds Readers, Dreamers, and Inspiring Leaders.” Dr. Stahly thanked Board Member Anne VonDerVellen for bringing the idea to the administration and Barb Cripe, Director of Elementary Instruction, for suggesting the book for the theme. Grants were written and awarded in the amount of \$15,000 from the Elkhart Community Foundation and \$5,000 from the Elkhart Education Foundation in support of the initiative. Each elementary school will have contests organized by the assistant principals. Banners will be outside each elementary building promoting the program which will begin in February and run through the end of March. Each school will be provided three (\$3) dollars per student to be used for rewards for classrooms/students.

Reading Initiative

Mrs. VonDerVellen expressed her excitement for the reading initiative as reading is fundamental and foundational to student success: ECSs’ need to get kids reading again! Mrs. VonDerVellen also mentioned the Imagination Library initiative and the importance of getting books into the hands of kids at a young age.

Board Member Kellie Mullins encouraged the administration to market the reading initiative at each elementary building in order to make the Elkhart community aware of the great things happening in our schools.

Superintendent Mark Mow reminded Board Members their next regularly scheduled Board meeting will be on January 23, 2024 at 7:00 p.m.

From the Superintendent

Ms. Davis encourage ECS staff to take the time to read the email and listen to the video sent from the new Superintendent, Dr. Larry Huff.

From the Board

Board Member Doug Weaver thanked Ms. Davis for serving as President of the Board of School Trustees for the past two (2) years.

The meeting adjourned at approximately 7:46 p.m.

Adjournment

APPROVED:

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

Signatures

School	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Osolo Elementary - 6th Graders	Students will sell World's Finest Chocolates to support their field trip to 5 Star.	2/1/2024 - 3/22/2024	1/9/2024	Britney Sawyer & Jill Carrison
Elkhart High - Cheerleading	The team will host a virtual t-shirt sale to offset the cost of Nationals.	1/24/2024 - 2/2/2024	1/16/2024	Haley Warstler
	Please note the following fundraisers are presented for confirmation only.			
EHS - Unified Track	The team will seek donations from businesses and sponsors to offset the cost of snacks, pre-meet meals, t-shirts, and athletic fees.	1/10/2024 - 3/1/2024	1/10/2024	Todd Sheely & Kris Bartley



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: 1/18/24

TO: Mr. Mark Mow
Board of School Trustees

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

RE: Donation Approval

A donation in the amount of \$600.00 has been given to the Elkhart High School Cheerleading Team from Edward F Camp Wealth Management. These funds will be used to assist with the growth and development of our Cheerleading Team.

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:

Edward F Camp Wealth Management
3835 Edison lakes Parkway
Suite 300
Mishawaka, IN 46545



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: 1/17/24

TO: Mr. Mark Mow
Board of School Trustees

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

RE: Donation Approval

A donation in the amount of \$1750.00 has been given to the Elkhart High School Cheerleading Team, from Michael and Marcia Doering. These funds will be used to assist with the growth and development of our Cheerleading Team.

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:

Michael and Marcia Doering
23236 Castlewood Ct.
Elkhart, IN 46514



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



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

DATE: 1-10-24

TO: Mr. Mark Mow
Board of School Trustees

FROM: Cary Anderson (Principal)
Sgt Scott Rutledge (Teacher/Sponsor)

RE: Donation Approval

Elkhart High School received a donation of \$500.00 from Get Wet For A Vet, Inc. The donation is in support of the AFJROTC program and will be used to purchase supplies, snacks and equipment for the cadets and the Military Ball.

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:

Get Wet For A Vet, Inc.
2604 Emerson Forest Parkway
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: JANUARY 11, 2024

RE: DONATION APPROVAL - EACC

Kem Krest has donated miscellaneous automotive supplies with an owner estimated value of \$244,793.00. (Please see attached for a breakdown of items) These items will be used in our Automotive Technology and Diesel Technology classes.

The donated items will be useful in the classroom as they will be used by students for training purposes.

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

Kem Krest
3221 Magnum Drive
Elkhart, IN 46516

Approved Scrap Out

Navistar US

11.30.2023

Item	Customer Part Code	Description	Facility	Location	LOT/SKID #	Unit Cost	Ext Cost	QTY	Actually Qty Scrapped
1002008	2585384C1KK	DC* Fluid Grease SHELL ALBIDA PPS1- 2585384C1	Mag 2	QUAL-3C	89904085903	\$ 3	\$ 622	200	200
1002162	FLTAHVBC14KK	Fleetrite Aerosol HI VOC Brake Cleaner 14oz - FLTAHVBC14	Mag 2	QUAL-1C	220518-AFQE	\$ 2	\$2,000	948	948
1002221	FLTLP10W30CK4GKK	Fleetrite 10W-30 CK-4 FE SAE - FLTLP10W30CK4GK	Mag 2	QUAL-42D	70000036654	\$ 15	\$1,225	84	84
1002171	FLTACC135KK	Fleetrite Contact Cleaner - FLTACC135	Mag 2	QUAL-1D	10000036625	\$ 4	\$ 717	168	168
1002188	2608268C93KK	S-B:c2# fire extinguisher - 2608268C93	Mag 2	QUAL-1D	70000036746	\$ 13	\$ 675	54	54
1002183	2516844C1KK	SD* Transbrte 985 Engine Systems Cleaner - 2516844C1	Mag 2	QUAL-42D	70000036741	\$ 45	\$ 585	13	13
1002076	GK34560KK	DC* Pumicized Grime Grabber Hand Cleaner - GK34560	Mag 2	QUAL-41B	81600397543	\$ 7	\$ 537	72	72
1002178	FLTAPGL12KK	SD* Fleetrite Gelling Lube w PTFE - FLTAPGL12	Mag 2	QUAL-49B	220527-AFSW	\$ 4	\$ 313	84	84
FLTL80W90P	FLTL80W90P	FLTRT 80W-90 HIGH PERF GEAROIL	Mag 2	QUAL-17C		\$91	\$1,363	15	15
1002042	FLTGCONVCDKK	SD* Fleetrite Conventional Green Concentrate Drum	Mag 2	QUAL-28A	89904079136	\$ 308	\$ 308	1	1
1002074	GK319060KK	SD* Ultra Power Wipes Hand Scrubber Towels - GK319060	Mag 2	QUAL-7A	70000036682	\$ 9	\$ 263	30	30
1002110	NAL300016KK	DC* Pencool 3000 High Temp Formula Cooling Sys Treat	Mag 2	QUAL-5A	220616-AFZK	\$ 4	\$ 224	60	60
1002049	FLTPSF32KK	Fleetrite Power Steering 32oz - FLTPSF32	Mag 2	QUAL-42C	220714-AGIH	\$ 4	\$ 204	48	48
1002071	PTX81850KK	Permatex Black Super Weather Strip Adhesive 5 oz - PTX81850	Mag 2	QUAL-5A	10000036578	\$ 5	\$ 58	12	12
1002144	PTX81150KK	Permatex Tune Up Dielectric Grease .33oz - PTX81150	Mag 2	QUAL-49B	10000036572	\$ 2	\$ 49	24	24
1002048	FLTPSCACGKK	SD* Fleetrite Precharged SCA Concentrate Gal - FLTPSCACG	Mag 2	RECV	70000036664	\$ 7	\$ 39	6	6
1002156	FLTANCBC14KK	Fleetrite Aerosol Non Chlorinated Brake Cleaner - FLTANCBC14	Mag 2	QUAL-49B	220527-aftl	\$ 2	\$ 7	3	3

Approved Scrap Out

BMW US Chemicals

10/24/2023

Item	Customer Part Code	Description	Facility	LOT/SKID #	Unit Cost	Ext Cost	QTY	Actually Qty Scrapped	Finance Qty Verified
131723	BM83195A589B1	Primer P2 Gas Cartridge 27.5g	Mag 2 JDE	20220615ECZW	\$ 83	\$ 248	3	3	247.89
117483	BM83190417144	BMW K3 Body Adhesive 600 ml	Mag 2 JDE	20221114EHPZ	\$ 68	\$ 340	5	5	340.3
117483	BM83190417144	BMW K3 Body Adhesive 600 ml	Mag 2 JDE	20211018DTUL SN	\$ 68	\$ 68	1	1	68.06
123561	BM83192450377	BMW G Primer VP 206 250ml	Mag 2 JDE	20230124EJNI	\$ 58	\$ 58	1	1	58.32
124219	BM83192453908	SD-BMW Betalink K2 Adhesive Kit	Mag 2 JDE	20220908EFQE	\$ 38	\$ 266	7	7	265.51
124219	BM83192453908	SD-BMW Betalink K2 Adhesive Kit	Mag 2 JDE	20221109EHNM	\$ 38	\$ 152	4	4	151.72
128049	BM83429410694	BMW Cavity foam	Mag 2 JDE	20230117EJHL	\$ 33	\$ 200	6	6	200.28
128049	BM83429410694	BMW Cavity foam	Mag 2 JDE	20230123EJLW	\$ 33	\$ 167	5	5	166.9
130009	BM83192358109	BerAnti-FrSqueakPaint100mL	Mag 2 JDE	20220705EDQH	\$ 24	\$ 382	16	16	382.24
129283	BM83190030155	Sika Activator 205 250mL	Mag 2 JDE	20221117EHTE	\$ 23	\$ 136	6	6	136.26
130859	BM83195A1B3F9	Butyl Tape Kodiplast HV 578-59	Mag 2 JDE	20221024EHBW	\$ 19	\$ 111	6	6	111.36
129555	BM83232356850	BMW G Lube Grs NKG 814	Mag 2 JDE	20230329ELNQ	\$ 15	\$ 106	7	7	105.56
129552	BM83232357163	BMW G Lube Grs NKG 302	Mag 2 JDE	20230109EJAA	\$ 15	\$ 15	1	1	14.64
131956	BM83195A66E26	D1 Brushable Seam Sealer 310ml	Mag 2 JDE	20221215EIOC	\$ 14	\$ 28	2	2	28.1
126861	BM83422288930	BMW G 2C PU Foam 50ml	Mag 2 JDE	20230412ELZN	\$ 13	\$ 76	6	6	76.14
126861	BM83422288930	BMW G 2C PU Foam 50ml	Mag 2 JDE	20230309ELAE	\$ 13	\$ 25	2	2	25.38
126861	BM83422288930	BMW G 2C PU Foam 50ml	Mag 2 JDE	20221027EHFP	\$ 13	\$ 25	2	2	25.38
129239	BM83122298222	SD-BMW Con Soft Top Cleaner	Mag 2 JDE	20200818CVYV	\$ 9	\$ 55	6	6	54.72
120480	BM83192289181	BMW G Window-Glass Adhesive	Mag 2 JDE	20230213EKDP	\$ 9	\$ 9	1	1	8.6
130564	BM81229407533	BMW Group Sikaflex 221 300mL	Mag 2 JDE	20220817EFBG	\$ 8	\$ 17	2	2	16.92
120619	BM83192360464	Odor Remover 3.1oz	Mag 2 JDE	202103150474	\$ 5	\$ 187	36	36	187.2
116725	BM83197515683	BMW G Primer Loctite 171000 Pr	Mag 2 JDE	20221027EHFT	\$ 5	\$ 636	125	125	636.25
128119	BM83122463057	SD-BMW Natural Air Refill Woods	Mag 2 JDE	202010148890	\$ 5	\$ 40	8	8	39.68

Approved Scrap Out

GM Chems US

10/30/2023

Item	Customer Part Code	Description	Facility	Unit Cost	Ext Cost	Actually Qty Scrapped	Finance Qty Verified
19355725	19355725	ACDelco Anti-Corrosion Wax 8oz	Mag 1	\$ 22.81	\$ 34,215	1,500	\$ 34,215.00
19370575	19370575	DEXOS NEXT GEN 0W20 RUSSIA	Mag 1	\$ 4.54	\$ 3,677	810	\$ 3,677.40
19418206	19418206	SD*DEXOS1 GEN2 FULLSYN 5W30	Mag 1	\$ 2.98	\$ 1,772	594	\$ 1,771.31
19418206	19418206	SD*DEXOS1 GEN2 FULLSYN 5W30	Mag 1	\$ 2.98	\$ 1,432	480	\$ 1,431.36
19418206	19418206	SD*DEXOS1 GEN2 FULLSYN 5W30	Mag 1	\$ 2.98	\$ 1,432	480	\$ 1,431.36
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,183	192	\$ 1,182.72
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 813	132	\$ 813.12
88865889	88865889	75W-90 Gear Oil Mid East	Mag 1	\$ 7.88	\$ 2,458	312	\$ 2,457.94
88865889	88865889	75W-90 Gear Oil Mid East	Mag 1	\$ 7.88	\$ 4,538	576	\$ 4,537.73
88865877	88865877	MID EAST RTV ENGINE SILICONE	Mag 1	\$ 5.70	\$ 1,669	293	\$ 1,669.22
19367017	19367017	SD* WSHR ANTI-FREEZE 32 OZ MEX	Mag 1	\$ 2.54	\$ 1,004	396	\$ 1,004.26
12378478	12378478	2.8OZ RUBBER SIL SEALANT 6PK	Mag 1	\$ 6.25	\$ 1,350	216	\$ 1,350.00
12345996	12345996	SD* 1.75oz High Temp Grease	Mag 1	\$ 3.13	\$ 4,958	1584	\$ 4,957.92
19418629	19418629	ACD FST PLUS - GAS AUS	Mag 1	\$ 7.61	\$ 6,849	900	\$ 6,848.10
19355725	19355725	ACDelco Anti-Corrosion Wax 8oz	Mag 1	\$ 22.81	\$ 25,182	1,104	\$ 25,182.24
19418501	19418501	ACD R/AXLE SAF-EH 75W-85 1QT	Mag 1	\$ 17.56	\$ 11,800	672	\$ 11,800.32
19418501	19418501	ACD R/AXLE SAF-EH 75W-85 1QT	Mag 1	\$ 17.56	\$ 13,855	789	\$ 13,854.84
19418501	19418501	ACD R/AXLE SAF-EH 75W-85 1QT	Mag 1	\$ 17.56	\$ 11,800	672	\$ 11,800.32
19418501	19418501	ACD R/AXLE SAF-EH 75W-85 1QT	Mag 1	\$ 17.56	\$ 11,800	672	\$ 11,800.32
19418501	19418501	ACD R/AXLE SAF-EH 75W-85 1QT	Mag 1	\$ 17.56	\$ 11,800	672	\$ 11,800.32
19418501	19418501	ACD R/AXLE SAF-EH 75W-85 1QT	Mag 1	\$ 17.56	\$ 11,800	672	\$ 11,800.32
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 517	84	\$ 517.44
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56

19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19317140	19317140	ACDELCO CE ENGINE COOLANT	Mag 1	\$ 6.16	\$ 1,331	216	\$ 1,330.56
19257121	19257121	RHEOGEL TEK676,GREASE,1LB 1PK	Mag 1	\$ 28.50	\$ 15,048	528	\$ 15,048.00
19257121	19257121	RHEOGEL TEK676,GREASE,1LB 1PK	Mag 1	\$ 28.50	\$ 22,572	792	\$ 22,572.00
19418206	19418206	SD*DEXOS1 GEN2 FULLSYN 5W30	Mag 1	\$ 2.98	\$ 519	174	\$ 518.87
19418206	19418206	SD*DEXOS1 GEN2 FULLSYN 5W30	Mag 1	\$ 2.98	\$ 1,789	600	\$ 1,789.20
19418206	19418206	SD*DEXOS1 GEN2 FULLSYN 5W30	Mag 1	\$ 2.98	\$ 1,789	600	\$ 1,789.20
19418206	19418206	SD*DEXOS1 GEN2 FULLSYN 5W30	Mag 1	\$ 2.98	\$ 1,432	480	\$ 1,431.36
19418206	19418206	SD*DEXOS1 GEN2 FULLSYN 5W30	Mag 1	\$ 2.98	\$ 1,593	534	\$ 1,592.39
19370575	19370575	DEXOS NEXT GEN 0W20 RUSSIA	Mag 1	\$ 4.54	\$ 763	168	\$ 762.72
19370575	19370575	DEXOS NEXT GEN 0W20 RUSSIA	Mag 1	\$ 4.54	\$ 3,051	672	\$ 3,050.88
88866022	88866022	Super Lube MidEast	Mag 1	\$ 7.48	\$ 7,543	1008	\$ 7,542.86
88865874	88865874	MID EAST W/S WSHR ANTI-FREEZE	Mag 1	\$ 1.43	\$ 1,011	708	\$ 1,011.02
88865874	88865874	MID EAST W/S WSHR ANTI-FREEZE	Mag 1	\$ 1.43	\$ 1,028	720	\$ 1,028.16
88865874	88865874	MID EAST W/S WSHR ANTI-FREEZE	Mag 1	\$ 1.43	\$ 874	612	\$ 873.94
88865874	88865874	MID EAST W/S WSHR ANTI-FREEZE	Mag 1	\$ 1.43	\$ 1,011	708	\$ 1,011.02
88865874	88865874	MID EAST W/S WSHR ANTI-FREEZE	Mag 1	\$ 1.43	\$ 1,028	720	\$ 1,028.16
88865874	88865874	MID EAST W/S WSHR ANTI-FREEZE	Mag 1	\$ 1.43	\$ 1,028	720	\$ 1,028.16
19369879	19369879	ACD AUTO TRAC II FL 12X1 RUSS	Mag 1	\$ 4.63	\$ 1,648	356	\$ 1,647.92
19369879	19369879	ACD AUTO TRAC II FL 12X1 RUSS	Mag 1	\$ 4.63	\$ 389	84	\$ 388.84

19351694	19351694	SD*ACDelco Hydraulic Pump	Mag 1	\$ 7.68	\$ 1,720	224	\$ 1,720.32
88865968	88865968	18OZ GLASS CLEAN LOW VOC JAPAN	Mag 1	\$ 2.20	\$ 846	384	\$ 845.57

Approved Scrap Out

Sherwin Williams

11.30.2023

Item	Customer Part Code	Description	Facility	LOT/SKID #	Unit Cost	Ext Cost	QTY	Transaction Code	Actually Qty Scrapped
1001275	059.TY25419.007	JD*CASE IH RED PARTS CN	Mag 1	220801-AGNU	\$ 39	\$ 2,695	70	S5	70
1001512	059.TB25633.005	EFF*TY25633BR MEDIUM GLOSS BLACK	Mag 1	220928-DCBA	\$ 5	\$ 32	6	S5	6
1001512	059.TB25633.005	EFF*TY25633BR MEDIUM GLOSS BLACK	Mag 1	80500116981	\$ 5	\$ 3,044	570	S5	570
1001512	059.TB25633.005	EFF*TY25633BR MEDIUM GLOSS BLACK	Mag 1	80500119100	\$ 5	\$ 160	30	S5	30
1001512	059.TB25633.005	EFF*TY25633BR MEDIUM GLOSS BLACK	Mag 1	80500116640	\$ 5	\$ 1,730	324	S5	324
1001709	059.TB26207.076	OBS*TY26207BR HITACHI DEEP BEIGE	Mag 1		\$ 12	\$ 629	54	S5	54
1001516	059.TB25648.007	EFF*TY25648BR AG and TURF YELLOW	Mag 1	220622-AGCB	\$ 15	\$ 2,124	144	S5	144
1001516	059.TB25648.007	EFF*TY25648BR AG and TURF YELLOW	Mag 1	220609-AFXA	\$ 15	\$ 295	20	S5	20
1001516	059.TB25648.007	EFF*TY25648BR AG and TURF YELLOW	Mag 1	220622-AGCB	\$ 15	\$ 2,124	144	S5	144
1001516	059.TB25648.007	EFF*TY25648BR AG and TURF YELLOW	Mag 1	220622-AGCB	\$ 15	\$ 2,124	144	S5	144
1001516	059.TB25648.007	EFF*TY25648BR AG and TURF YELLOW	Mag 1	220622-AGCB	\$ 15	\$ 2,124	144	S5	144
1001516	059.TB25648.007	EFF*TY25648BR AG and TURF YELLOW	Mag 1	220622-AGCB	\$ 15	\$ 2,124	144	S5	144

1001516	059.TB25648.007	EFF*TY25648BR AG and TURF YELLOW	Mag 1	220622-AGCB	\$ 15	\$ 2,124	144	S5	144
1001516	059.TB25648.007	EFF*TY25648BR AG and TURF YELLOW	Mag 1	220622-AGBZ	\$ 15	\$ 1,003	68	S5	68
1001514	059.TB25645.005	EFF*TY25645BR AG and TURF YELLOW	Mag 1	230306-AJVK	\$ 4	\$ 1,796	450	S5	450
1001514	059.TB25645.005	EFF*TY25645BR AG and TURF YELLOW	Mag 1	230306-AJVL	\$ 4	\$ 383	96	S5	96
1001514	059.TB25645.005	EFF*TY25645BR AG and TURF YELLOW	Mag 1	220722-AGKR	\$ 4	\$ 2,442	612	S5	612
1001514	059.TB25645.005	EFF*TY25645BR AG and TURF YELLOW	Mag 1	220722-AGKR	\$ 4	\$ 2,298	576	S5	576
1001514	059.TB25645.005	EFF*TY25645BR AG and TURF YELLOW	Mag 1	220722-AGKS	\$ 4	\$ 2,155	540	S5	540
1001529	059.TB26267.007	TY26267BR CONST CHARCOAL	Mag 1	221121-a0110	\$ 18	\$ 1,193	68	S5	68
1001418	058.MCNH202.004	EQUIPMENT CLEANER and DETAILE 16OZ	Mag 1	220524-afm	\$ 15	\$ 1,556	102	S5	102
1001704	022.6109006.007	OBS*86109006D	Mag 1		\$ 21	\$ 466	22	S5	22
1001196	059.TY25433.076	JD*TY25433 ORANGE 6U	Mag 1	210901-ADEO	\$ 10	\$ 61	6	S5	6
1001211	059.TY25430.076	JD*TY25430 YELLOW 6U	Mag 1	10000036071	\$ 10	\$ 424	42	S5	42
1001179	059.TY25612.076	JD*SCOTT'S ORANGE	Mag 1	220815-AGRY	\$ 8	\$ 389	48	S5	48
1001248	059.TY25622.005	SOFT BLACK 4Q	Mag 1	230131-AJGC	\$ 5	\$ 347	68	S5	68
1001153	022.6109142.007	OBS*86109142DS NH BLUE	Mag 1	210420-ABVF	\$ 38	\$ 228	6	S5	6
1001002	022.6109004.076	86109004DS NH GRAY RAL 7024 6U	Mag 1	210903-ADGR	\$ 2	\$ 189	114	S5	114
1001484	028.3014661.076	OBS*79014661 NEW WHITE	Mag 1	220516-AFPI	\$ 10	\$ 125	12	S5	12
1001500	059.TB25644.076	TY25644BR CLASSIC GREEN	Mag 1	220125-AEPT	\$ 2	\$ 100	48	S5	48

1001500	059.TB25644.076	TY25644BR CLASSIC GREEN	Mag 1	10000035566	\$ 2	\$ 10	5	S5	5
1001054	058.PX51550.051	SD*ZPX51550 515 GASKET ELIMINATOR	Mag 1	210413-ABQR	\$ 7	\$ 43	6	S5	6
1001112	058.OB17565.005	MS19 SILVER	Mag 1	210921-ADJR	\$ 6	\$ 37	6	S5	6
1000961	028.0841682.076	EFF*841682M2 AMERICAN SERIESYELLOW	Mag 1	10000035468	\$ 6	\$ 30	5	S5	5
1001258	059.TY25822.005	2.8 VOC BUFF PRIMER 4Q	Mag 1	220615-AFYA	\$ 7	\$ 28	4	S5	4
1001525	059.TY27483.076	TY27483 HAGIE YELLOW	Mag 1	10000035605	\$ 6	\$ 23	4	S5	4
1001712	059.AU27304.085	JD*PAINT REMOVER	Mag 1		\$ 3	\$ 20	6	S5	6
1001464	059.TB25797.076	EFF*TY25797BR GRAPHITE LUBRICANT	Mag 1	20230202- AAAA	\$ 4	\$ 417	113	S5	113
1001044	058.OZRG018.077	EFF*ZRG018GLC GLSCL	Mag 1	10000035539	\$ 2	\$ 4	2	S5	2
1001109	058.991010L.005	991010R2LF 2150 RED 6Q	Mag 1	10000036005	\$ 4	\$ 4	1	S5	1
1001009	058.B17566N.076	B17566N GLS RED/ROUGE LSTR 6U	Mag 1	10000035499	\$ 2	\$ 2	1	S5	1



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: 1/17/24

TO: Mr. Mark Mow
Board of School Trustees

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

RE: Donation Approval

A donation in the amount of \$2836.00 has been given to the Elkhart High School Cheerleading Team, from Haley Warstler. These funds will be used to assist with the growth and development of our Cheerleading Team.

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:

Haley Warstler
14529 Field Crest Ct.
Middlebury, IN 46540

**TO: BOARD OF SCHOOL TRUSTEES
INTERIM SUPERINTENDENT MARK MOW**

FROM: WVPE STATION MANAGER ANTHONY HUNT

DATE: JANUARY 17, 2024



SUBJECT: GIFT ACCEPTANCE

I would ask that the School Board approve and acknowledge acceptance of two gifts amounting to \$50,000 through Rose Meissner and the Community Foundation of St. Joseph County [CFSJC].

In an effort to both cheer-on and bolster WVPE's recent expansion into local journalism, particularly as many news organizations have reduced their civic journalism efforts, in 2023, Rose Meissner helped write a grant to the Knight Foundation on behalf of WVPE, saying if we received the grant, CFJSC would match the one-time gift.

The station received the \$25,000 Knight Foundation grant AND the grant match through CFSJC in December, 2023, and are now looking to hire another reporter with the grant funds. When hired, the station will have three reporters (plus a news director)—the most ever for us, so we are truly thankful. Reflecting on the circumstances on why we received such Foundation support, WVPE might then have the largest newsroom in Elkhart County, as we attempt to provide unbiased civic reporting to the MICHIANA region.

I am requesting that the Board of School Trustees officially accept this donation, and that an appropriate letter of acknowledgement, and appreciation be sent to:

Rose Meissner
President
Community Foundation of St. Joseph County
PO Box 837
South Bend, IN 46624

[CFSJC is actually located inside the main offices of the St. Joseph County Public Library at 305 S. Michigan St., South Bend, IN 46601, but that's not their mailing address]



ELKHART COMMUNITY SCHOOLS



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

**TO: MARK T. MOW
SUPERINTENDENT**

FROM: BRIAN BUCKLEY & JACQUIE ROST

DATE: JANUARY 11, 2024

RE: DONATIONS APPROVAL

An anonymous donation of \$27,000 was given to the Elkhart High School Athletic Department. These funds will be used to assist with the cost of improvements and upgrades to the soccer fields including new dugouts and backstop.

We are requesting approval from the Board of School Trustees to accept this donation.

BB/dls



ELKHART COMMUNITY SCHOOLS



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

**TO: MARK T. MOW
SUPERINTENDENT**

FROM: BRIAN BUCKLEY & JACQUIE ROST

DATE: JANUARY 11, 2024

RE: DONATIONS APPROVAL

An anonymous donation of \$10,000 was given to the Elkhart High School Athletic Department. These funds will be used to assist with the cost of improvements and upgrades to the soccer fields including new dugouts and backstop.

We are requesting approval from the Board of School Trustees to accept this donation.

BB/dls

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: January 19, 2024
 TO: Mark Mow, Superintendent
 FROM: Dr. Bruce Stahly

BStahly
 1/18/24

RE: **Conference Leave Requests**
January 23, 2024 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

2023 - 2024 CONFERENCES	EXPENSES	SUBSTITUTE
<p>VISIBLE LEARNING</p> <p>This conference will provide additional information about best practices and how to accelerate student learning by focusing on what strategies work best. Information gained from this conference will be shared with staff by embedding content into staff meetings, PDs and the overall culture and mindset moving forward.</p> <p>Woodridge, IL January 31, 2024</p> <p>CAROLYN LESPERANCE - FEESER (0-0)</p>	<p align="right">\$0.00</p> <p align="right"><i>Principal Professional Dues</i></p>	<p align="right">\$0.00</p>
<p>2024 ICASE SPRING CONFERENCE - SEVEN SEAS OF IEPS</p> <p>This conference will provide best practices to improve the quality of education for all students as well as empower and support special education teachers. The information gained from this conference will be shared with colleagues.</p> <p>Indianapolis, IN February 14-16, 2024</p> <p>LINDSEY COX - ESC (3-6) SHIRLEY ELLIOTT - ESC (3-9) JAMIE ENGEN - ESC (2-2) TONY ENGLAND - ESC (2-6) ELIZABETH GINGERICH - ESC (1-2)</p>	<p align="right">\$6,274.03</p> <p align="right"><i>Federal Medicaid</i></p>	
<p>NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS</p> <p>This conference will provide the newest information and best practices for identifying students with disabilities, which will help ECS to close the gap for student success with intervention.</p> <p>New Orleans, LA February 13-16, 2024</p> <p>LAURA KRAUSE - ESC (0-0) GINA PIRACCINI - ESC (0-0)</p>	<p align="right">\$5,656.00</p> <p align="right"><i>Federal Medicaid</i></p>	<p align="right">\$0.00</p>

<p>2024 COUNCIL FOR EXCEPTIONAL CHILDREN: FACING THE FUTURE TOGETHER</p> <p>This conference will provide professional organization for special education teachers along with information on the newest practices, intervention, and instruction for students. An ECS student that will also be recognized by the CEC as one of 12 students that are twice exceptional from across the nation.</p> <p>San Antonio, TX March 12 - 15, 2024</p> <p>JULENE FITCH - EHS FRESHMAN DIVISION (4-6)</p>	<p>\$1,943.00</p> <p><i>Federal Medicaid</i></p>	<p>\$0.00</p>
<p>NATIONAL ASSOCIATION FOR BILINGUAL EDUCATION (NABE) CONFERENCE 2024</p> <p>This conference will promote multilingualism, multiliteracy and multiculturalism which falls in line with Elkhart's Mission of knowing every student, and recognizing that multiculturalism is an asset for our community. Information gained from this conference will be shared with EL teachers.</p> <p>New Orleans, LA March 28-30, 2024</p> <p>RHIANNON HARRISON - ESC (2-2)</p>	<p>\$0.00</p> <p><i>Principal Professional Dues</i></p>	
<p>FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)</p>		
	<p>\$13,873.03</p>	<p>\$0.00</p>
<p>2022/23 YEAR-TO-DATE EDUCATION FUNDS</p>	<p>\$22,516.62</p>	<p>\$2,755.00</p>
<p>2023/24 YEAR-TO-DATE EDUCATION FUNDS</p>	<p>\$14,679.16</p>	<p>\$475.00</p>
<p>2022/23 YEAR-TO-DATE OTHER FUNDS</p>	<p>\$198,529.66</p>	<p>\$6,175.00</p>
<p>2022/23 YEAR-TO-DATE ADJUSTMENTS</p>	<p>-\$2,547.75</p>	<p>\$0.00</p>
<p>2023/24 YEAR-TO-DATE OTHER FUNDS</p>	<p>\$336,081.95</p>	<p>\$4,465.00</p>
<p>2023/24 YEAR-TO-DATE ADJUSTMENTS</p>	<p>\$0.00</p>	<p>\$0.00</p>
<p>GRAND TOTAL</p>	<p>\$569,259.64</p>	<p>\$13,870.00</p>

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



TO: MR. MARK MOW
FROM: MS. MAGGIE LOZANO
DATE: JANUARY 23, 2024

PERSONNEL RECOMMENDATIONS

CERTIFIED

a. **Agreement** – We recommend the approval of a consent agreement regarding unpaid time.

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

Bruce Stahly **ESC/Assistant Superintendent of Instruction**
Began: 7/17/23 Resign: 2/16/24

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

DeVetta Farrow **Pierre Moran/Assistant Principal**
Began: 12/15/23 End: 1/30/24

CLASSIFIED

a. **Agreement** – We recommend the approval of an agreement for services.

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

Keiasha Bowen **Freshman Division/Food Service**
Began: 11/6/23 PE: 1/17/24

Stephanie Crothers **Feeser/Food Service**
Began: 11/1/23 PE: 1/12/24

Donisha McBride **Transportation/Bus Helper**
Began: 11/2/23 PE: 1/16/24

Kimberly Schrader **Riverview/Food Service**
Began: 11/10/23 PE: 1/22/24

Laura Tarazona Hinestroza
Began: 10/31/23

Monger/Food Service
PE: 1/11/24

Ashley Treece
Began: 11/1/23

West Side/Registered Nurse
PE: 1/12/24

Perla Vazquez
Began: 11/6/23

Beck/Paraprofessional
PE: 1/17/24

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

Janie Halliburton
Began: 1/2/24

Elkhart High/Custodian
End: 2/27/24

Yalunka Washington
Began: 1/8/24

North Side/Paraprofessional
End: 5/31/24

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

Cynthia Miller
Began: 1/8/24

Daly/Food Service
End: 2/20/24

e. **Retirement** – We report the retirement of the following classified employees:

Edry Danner
Began: 8/27/13

Transportation/Bus Driver
Retire: 1/26/24
YOS: 10

Loretta Dass
Began: 12/19/96

Cleveland/Custodian
Retire: 1/10/24
YOS: 27

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

Gregory Dybas Jr
Began: 9/1/23

Transportation/Bus Driver
Resign: 12/21/23

Tyler Troyer
Began: 11/29/21

Monger/Custodian
Resign: 12/20/23

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

Jeremy Henderson
Began: 9/25/23

Woodland/Food Service
End: 1/23/24
Policy: 3139.01S



Book	Policy Manual
Section	2000 Program
Title	PROPOSED REVISED ENROLLMENT IN COLLEGE AND UNIVERSITY PROGRAMS NOT OFFERED BY ELKHART COMMUNITY SCHOOLS
Code	po2271
Status	First Reading
Adopted	November 22, 2016
Last Reviewed	January 23, 2024

2271 - **ENROLLMENT IN COLLEGE AND UNIVERSITY PROGRAMS NOT OFFERED BY ELKHART COMMUNITY SCHOOLS**

The Board recognizes the value to students and to the Corporation for students to participate in programs offered by accredited colleges and universities in Indiana.

The Board will allow high school students who meet the criteria to enroll in approved postsecondary programs, **in addition to courses eligible for college credit offered by Elkhart Community Schools**, while in attendance in the Corporation. Students will be eligible to receive dual credit or be provided dual enrollment programs that meet the educational objectives of the School Corporation and are offered by State educational institutions as defined in I.C. 20-12-0.5-1.

No student may participate, however, without the written consent of the high school principal or if such participation would delay his/her graduation from high school.

Postsecondary Credit

~~A State educational institution may establish a high school fast track to college programs that offer qualified students an opportunity to earn a high school diploma while earning credits for a degree. To be eligible to earn a high school diploma under this program, the student must be either~~

- ~~A. at least nineteen (19) years of age and not enrolled in a school or;~~
- ~~B. at least seventeen (17) years of age and have consent from the principal of the high school most recently attended.~~

~~The School Corporation in which the student resides shall pay the tuition for high school level courses taken at the state educational institution each year the student is included in the School Corporation's ADM.~~

The Superintendent will establish the necessary administrative guidelines to ensure that eligibility criteria are clearly defined and properly communicated to both the students and the institutions offering such programs to students of this Corporation. The Superintendent will also establish guidelines and procedures for the awarding of credit and the proper entry on a student's transcript and other records of his/her participation in a postsecondary program.

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Legal	I.C. 20-12-13-6, 20-12-75-14, 20-30-11, 20-30-11.5, 23-13-18-29 511 IAC 6-10-4
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ENROLLMENT IN COLLEGE AND UNIVERSITY PROGRAMMING
NOT OFFERED BY ELKHART COMMUNITY SCHOOLS

Post-Secondary College Enrollment Program

Elkhart Community Schools believes students who are capable of and wish to pursue college level work, in additional to courses eligible for college credit offered by Elkhart Community Schools, while in high school should be permitted to do so.

A. The Elkhart Community School Corporation's post-secondary Enrollment Program is hereby established for eligible Elkhart Community School Corporation students.

B. Definitions:

"Eligible institution" means a state accredited public or private college or university located in Indiana that grants a baccalaureate or associate degree.

"Program" refers to the post-secondary enrollment program established by this policy.

"Secondary credit" means credit towards graduation requirements granted by the Elkhart Community School Corporation upon the successful completion of a course taken under the program.

"Eligible student" means an Elkhart Community School Corporation student enrolled who meets the eligibility requirements established by this policy for enrollment in an eligible institution for secondary credit.

C. Information about the post-secondary enrollment program will be made available to students and their parents/guardians.

D. A student is eligible to participate in a post-secondary enrollment program if they meet the criteria set by the eligible institution and:

1. participation will not delay the student's progress towards high school graduation and
2. participation will not result in the cancellation of the same course offered by the student's school due to low enrollment.

Academic credit granted for course work successfully completed by a student under this program may qualify as high school credit or credit at the institution of higher education in accordance with the contract for dual credit with the eligible institution. A student participating in this program will be considered as enrolled in the district and eligible for all high school activities.

If a course has been approved for secondary credit by the school corporation, an eligible student is entitled to credit towards graduation requirements for each such course the student successfully completes at the eligible institution. For all credits earned under the program, an eligible student's school records will indicate that such credits were earned at an eligible institution and shall further indicate the name of such institution.

Each student who intends to enroll in an eligible institution under the program shall notify the principal, or the principal's designee, within a timeline established at the building level.

E. A representative of the school shall meet with each student who intends to participate in the program and shall discuss the following:

1. The student's eligibility to participate in the program.
2. The course(s) in which the student is authorized to enroll.
3. The secondary and post-secondary credit the student earns upon successful completion of an approved course.
4. The consequences of a student's failure to successfully complete a course.
5. The student's schedule.
6. The financial obligations of the student under the program.
7. The responsibilities of the student, the student's parent, or guardian, and the school under the program.

F. The criteria for determining eligibility to participate in the program are as follows:

1. A student, who qualifies under section D, is eligible to participate in the program if the request for enrollment is in a course not offered by the student's school or which cannot be scheduled.
2. The student, and the student's parent or guardian in the case of a student under the age of eighteen, must assume all financial responsibility imposed by the eligible institution for tuition and enrollment fees, as well as any and all transportation costs which might be involved.

G. The criteria for determining the courses approved for secondary credit under the program are as follows:

1. The post-secondary credit course must correspond to the approved courses listed in 511 IAC 6-2-5 (d) and the Course and Curriculum Area Descriptions for Indiana Schools. A course in which the student intends to enroll will not be approved for secondary credit if the course is so unlike any of the approved courses listed in 511 IAC 6-2-5 (d) that appropriate secondary credit cannot be given.
2. The post-secondary course in which the student intends to enroll will be reviewed by a school official and at least one teacher in the content area involved, to determine whether the course satisfactorily conforms to the Course and Curriculum Area Descriptions for Indiana Schools and meets the criteria as set forth in this policy.
3. The post-secondary credit course for which credit is sought must satisfy a substantial number of the course objectives which have been written for and made applicable to the high school course.
4. Secondary credit shall be given for the successful completion of an approved course taken by an eligible student at an eligible institution. The student participating in this program shall receive full credit for the course as it pertains to high school credit. The student will be considered as dually enrolled in college and high school.

The grade received in the approved course taken at the eligible secondary institution shall be included in the computation of the student's grade point average.

H. For each student enrolled in the program, the school shall make and maintain the following records:

1. The courses and credit hours in which the student enrolls.
2. The courses the student successfully completes and fails to complete.
3. The secondary credit granted to the student.
4. Other information requested by the Indiana Department of Education.

January 23, 2024

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED PERSONAL BACKGROUND CHECKS AND MANDATORY REPORTING
Code	po3121ACS
Status	First Reading
Adopted	November 22, 2016
Last Revised	September 26, 2017
Last Reviewed	January 23, 2024

3121ACS - ~~PERSONAL BACKGROUND CHECKS AND MANDATORY REPORTING OF CONVICTIONS AND ARRESTS~~

~~Persons Subject to This Policy~~

~~This policy applies to all individuals who:~~

- ~~A. apply for employment with:

 - ~~1. the Elkhart Community Schools; or~~
 - ~~2. an entity with which the School Corporation contracts for services; or~~~~
- ~~B. have entered into a contract to provide services to the School Corporation; or~~
- ~~C. are employed by an entity which has entered into a contract to provide services to the School Corporation,~~

~~if the individuals are likely to have direct, ongoing contact with children within the scope of the individuals' employment.~~

~~Requirements of Applicants~~

~~At the time an individual makes application for employment with the Elkhart Community Schools, or enters into a contract to provide services to the School Corporation, s/he shall be required to:~~

- ~~A. give written consent for the Human Resources Department to obtain an expanded national criminal history information search (as defined by I.C. 20-26-2-1.5); and~~
- ~~B. complete and sign a written criminal history questionnaire.~~

~~Elkhart Community Schools will conduct an expanded criminal history check which meets requirement I.C. 20-26-2-1.5 concerning all applicants for non-certificated employment or certificated employment not later than one (1) month after the applicant's employment by Elkhart Community Schools. All applicants are responsible for the entire cost associated with obtaining their expanded criminal history.~~

~~The failure to answer honestly questions contained in the criminal history questionnaire shall be grounds for immediate termination of the individual's employment.~~

~~A verification of the applicant's eligibility to work using the E-verify database maintained by the Federal government as required by I.C. 12-32-1 shall be conducted on each applicant who is offered a job.~~

To protect students and staff members, the School Board requires an inquiry into the personal background of each applicant the Superintendent recommends for employment on the School Corporation's staff. Such an inquiry also shall be made for all substitutes.

The Superintendent shall establish the necessary procedures for obtaining personal background information on each

applicant recommended for employment ~~as a certified staff member~~ which shall include the following:

- A. an expanded national criminal history check ~~(as defined by I.C. 20-26-2- 1.5) of the criminal history record system maintained by the Federal Bureau of Investigation based on fingerprint identification or another method of positive identification~~
- B. an Indiana expanded child protection index check as defined by I.C. 20-26-2-1.3
- C. an expanded child protection index check in other states
- D. a search of the national sex offender registry maintained by the United States Department of Justice
- E. beginning July 1, 2027, a search of the State child abuse registry
- F. telephone inquiry with former employer(s)
- G. explanations of any employment gaps to ensure the candidate has not omitted an employer where an offense occurred
- H. verification of the applicant's eligibility to work using the E-Verify database maintained by the Federal government as required by I.C. 12-32-1
- I. an Indiana Bureau of Motor Vehicles driver history if the position involves driving
- J. search of U.S. District Court Records from the districts where applicants resided

Eligibility

Each applicant shall certify under penalty of perjury his/her eligibility to be employed by the Board as a United States citizen or a qualified alien. ~~The Board may deny employment to an applicant who is convicted of an offense for which the applicant's license for the position may be revoked or suspended by State law.~~

~~The procedures shall provide that information and records obtained from pre-employment inquiries under this policy are confidential and shall not be released except as necessary to implement this policy or defend a decision made pursuant to this policy.~~

Background Checks, Including Expanded Criminal History and Expanded Child Protection Index

The Board requires that an expanded criminal history check be conducted for each applicant for employment who is likely to have direct, ongoing contact with children within the scope of the applicant's employment before or not later than thirty (30) days after the start of the applicant's employment by the Corporation.

If a third party vendor is used to provide an expanded criminal history check, and the vendor offers more than one type of expanded criminal history check, the Board shall evaluate all available types of criminal history checks to select and employ the expanded criminal history check that would best protect the Corporation's students.

The Board requires that an Indiana expanded child protection index check be conducted for each applicant for employment who is likely to have direct, ongoing contact with children within the scope of the applicant's employment before or not later than sixty (60) days after the start of the applicant's employment by the Corporation.

The Board shall deny employment to an individual who has been convicted of an offense requiring license revocation per I.C. 20-28-5- 8(c), unless the conviction has been reversed, vacated, or set aside on appeal. Likewise, the Board shall terminate the employment of an individual who has been convicted of an offense requiring license revocation per I.C. 20-28-5-8(c), unless the conviction has been reversed, vacated, or set aside on appeal.

The Board also shall deny employment to an individual who has been convicted of an offense listed in I.C. 20-26-5-11.2(b), unless the conviction has been reversed, vacated, or set aside on appeal. In addition, the Board shall also deny employment for an individual with convicted of

- A. Domestic battery (I.C. 35-42-2-1.3), unless it is a Class A, B, or C felony conviction (for a crime committed before July 1, 2014) or a Level 2, 3, or 5 felony conviction (for a crime committed after June 30, 2014).
- B. Contributing to the delinquency of a minor (I.C. 35-46-1-8).
- C. An offense involving a weapon under I.C. 35-57 or I.C. 35-47.5.

Likewise, the Board shall terminate the employment of an individual who has been convicted of an offense listed in I.C.

20-26-5-11.2(b), unless the conviction has been reversed, vacated, or set aside on appeal.

The Board may deny employment to an applicant who is the subject of a substantiated report of child abuse or neglect.

Per I.C. 20-26-5-11.2(c), the Corporation may employ or contract with an individual convicted of any of the following offenses if a majority of the Board approves the employment or contract as a separate, special agenda item:

- A. An offense relating to operating a motor vehicle while intoxicated under I.C. 9-30-5, provided five (5) or more years have passed since the conviction.
- B. Battery (I.C. 35-42-4-1), unless it is a Class A, B, or C felony conviction (for a crime committed before July 1, 2014) or a Level 2, 3, or 5 felony conviction (for a crime committed after June 30, 2014), provided five (5) or more years have passed since the conviction.
- C. Domestic battery (I.C. 35-42-2-1.3), unless it is a Class A, B, or C felony conviction (for a crime committed before July 1, 2014) or a Level 2, 3, or 5 felony conviction (for a crime committed after June 30, 2014).
- D. Contributing to the delinquency of a minor (I.C. 35-46-1-8).
- E. An offense involving a weapon under I.C. 35-57 or I.C. 35-47-5.
- F. An offense relating to controlled substances under I.C. 35-48-4, other than: 1) an offense involving marijuana or paraphernalia used to consume marijuana; or 2) an offense requiring license revocation under I.C. 20-28-5-8(c), provided five (5) or more years have passed since the conviction.

In the event an applicant has been convicted of any of the foregoing offenses within the last five (5) years, the administrator recommending employment must provide in writing to the Board of School Trustees, his or her reasons for recommending employment notwithstanding the record of conviction.

Any costs associated with obtaining the expanded criminal history check and the expanded child protection index check are to be borne by the applicant.

The Board requires an expanded criminal history check be conducted for each Corporation employee who is likely to have direct, ongoing contact with children within the scope of the employee's employment every five (5) years.

In implementing this requirement, the Corporation shall conduct the updated expanded criminal history checks for Corporation employees over a period not to exceed five (5) years by annually conducting updated expanded criminal history checks for at least one fifth (1/5) of employees who are employed by the Corporation on July 1, 2017.

The Corporation shall pay the costs associated with conducting the expanded criminal history check for all employees, provided the exclusive representatives of the Corporation's employees do not object.

The Corporation may obtain an expanded criminal history check or an expanded child protection index check at any time if the Corporation has reason to believe that the applicant or employee:

- A. is the subject of a substantiated report of child abuse or neglect, or
- B. has been charged with or convicted of an offense requiring license revocation per I.C. 20-28-5-8(c), or
- C. has been charged with or convicted of an offense listed in I.C. 20-26-5-11.2(b).

~~Criminal Convictions Which Constitute Grounds Not to Employ or Contract an Individual~~

~~If an applicant for employment or an individual contracting to provide services to the School Corporation has been convicted of any of the following listed offenses, s/he shall not be employed by the Elkhart Community Schools. Further, no entity which contracts to provide services to Elkhart Community Schools shall employ any individual in a position likely to have direct, ongoing contact with children or staff within the scope of the individual's employment if the individual has been convicted on any of the following listed offenses:~~

- ~~A. Murder (I.C. 35-42-1-1);~~
- ~~B. Causing suicide (I.C. 35-42-1-2);~~
- ~~C. Assisting suicide (I.C. 35-42-1-2.5);~~
- ~~D. Voluntary manslaughter (I.C. 35-42-1-3);~~
- ~~E. Reckless homicide (I.C. 35-42-1-5);~~
- ~~F. Battery (I.C. 35-42-2-1) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;~~

- G. Aggravated battery (I.C. 35-42-2-1.5);
- H. Kidnapping (I.C. 35-42-3-2);
- I. Criminal confinement (I.C. 35-42-3-3);
- J. A sex offense under I.C. 35-42-4;
- K. Carjacking (I.C. 35-42-5-2);
- L. Arson (I.C. 35-43-1-1) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;
- M. Incest (I.C. 35-46-1-3);
- N. Neglect of a dependent as a Class B felony (I.C. 35-46-1-4(b)(2)) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;
- O. Child selling (I.C. 35-46-1-4(b));
- P. Contributing to the delinquency of a minor (I.C. 35-46-1-8) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;
- Q. An offense involving a weapon under I.C. 35-47 or I.C. 35-47.5 unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;
- R. An offense relating to controlled substances under I.C. 35-48-4 which is classified as a felony under State law unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment or parole, whichever is later;
- S. An offense relating to material or performance which is harmful to minors or obscene under I.C. 35-49-3 unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later;
- T. An offense relating to operating a motor vehicle while intoxicated under I.C. 9-30-5 which is classified as a felony under State law unless five (5) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later; or
- U. An offense that is equivalent to any of the offenses listed in this subsection in which the judgment of conviction was entered under the law of any other jurisdiction.

Candidates for positions who have been convicted of misdemeanor offenses under I.C. 9-30-5 or 35-48-4, and disclosed those convictions the same, may have this provision waived following submission to an addictions assessment.

References

Pursuant to I.C. 20-26-5-10.5, the Board requires all references and, if applicable, the most recent employer provided by an applicant be contacted before the Corporation may hire the applicant.

Notwithstanding any confidentiality agreement entered into by the Corporation and an employee of the Corporation, the Corporation shall respond to a request for an employment reference from another school for a current or former employee who is likely to have direct, ongoing contact with children within the scope of the new employment by disclosing to the requesting school any incident known by the Corporation in which the employee or former employee committed an act resulting in a substantiated report of abuse or neglect.

Notwithstanding any confidentiality agreement entered into or amended after June 30, 2023, by the Corporation and an employee of the Corporation, the Corporation shall respond to a request for an employment reference from another school for a current or former employee who is likely to have direct, ongoing contact with children within the scope of the new employment by disclosing to the requesting school any incident known by the Corporation in which the employee or former employee was:

- A. arrested;
- B. charged with a criminal offense;
- C. convicted of a criminal offense;
- D. under court supervision or the supervision of a community correction program as the result of a conviction for a criminal offense (including being placed on home detention, work release, or intermittent incarceration);

E. the subject of a protection order; or

F. named as a defendant in a civil action if the civil action could affect the safety of students.

Information and records obtained from inquiries under this policy are confidential and shall not be released except as necessary to implement this policy, defend a decision made pursuant to this policy, or comply with I.C. 20-26-5-11.5 when responding to a request for an employment reference from another school for a current or former employee or any other mandatory State reporting requirements.

Mandatory Reporting

Duty to Report Criminal Convictions During Employment

During the course of his/her employment with the School Corporation, each employee shall be required to report his/her

- A. arrest or the filing of criminal charges against the employee; and
- B. conviction of criminal charges the employee in Indiana and another jurisdiction for an offense listed in I.C. 20-28-5-8(c);
- C. conviction of the employee in Indiana or another jurisdiction for an offense listed in I.C. 20-26-5-11.2(b) or I.C. 20-26-5-11.2(c); and
- D. substantiated report of child abuse or neglect of which the employee is the subject

to the Superintendent within two (2) business days of the occurrence. The Superintendent shall obtain a review of each reported conviction or substantiated child abuse or neglect and shall recommend appropriate action to the Board, considering the risk to members of the school community presented by the continued employment of the convicted employee who was convicted or the subject of a substantiated report of child abuse or neglect.

The Superintendent shall prepare administrative guidelines to implement this policy.

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Legal

I.C. 10-13-3, 20-26-2-1.5

I.C. 20-26-5-10, 20-26-5-11, 20-28-5-8

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	November 28, 2023
Last Reviewed	January 23, 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
Federally Funded After-School Organized Activities Leader After-School Programming (ParaPro Credentialed)	14.00 18.00
Federally Funded After-School Organized Activities Assistant After-School Programming (Non-ParaPro Credentialed)	9.39 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	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 2-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 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 \$50.

Job-Related Injury

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

Bereavement

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

Health Leave

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

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

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

Health Leave - Procedure

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

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

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

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

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

Personal Leave

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

year. In the event the employee intends to use five (5) consecutive days, the employee must provide a thirty (30) calendar day written notice requesting the use of said consecutive days to their immediate supervisor.

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

Personal Leave - Procedure

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

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

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

Jury and Witness Duty Pay

Jury Duty

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

Witness Duty

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

Paid Parental Leave

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

Parental Leave

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

requested for a period not to exceed one (1) year and are non-renewable.

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

Adoptive Leave

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

Foster Care Leave

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

Maternity Leave

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

Holidays and Vacations Definitions

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

Holidays

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

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

New Year's - two (2) days

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Independence Day – two (2) days

Labor Day

Thanksgiving - two (2) days

Christmas - two (2) days

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

- a. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to the approval of the immediate supervisor, select either but **not both** December 24 or December 26 as a holiday with pay, and may, subject to the approval of the immediate supervisor, select either but **not both** December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such a request to the immediate supervisor no later than December 10.

- b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one (1) of these days, in which case an alternate day will be determined.
2. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless the school is in session.
 3. Thanksgiving Day and the day following will be paid holidays.
 4. Presidents' Day will be a paid holiday.
- B. School-year classified employees shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Labor Day
- Thanksgiving Day and the following Friday (two (2) days)
- Christmas Day - (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)

Vacations

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

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

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

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

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

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

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

Revised 1/24/17
Revised 6/27/17
Revised 10/24/17
Revised 12/12/17
Revised 5/8/18
Revised 8/14/18
Revised 2/12/19
Revised 3/12/19
Revised 6/25/19
Revised 8/13/19
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Revised 12/10/19
Revised 2/11/20
Revised 8/25/20
Revised 11/24/20
Revised 1/12/21
Revised 3/9/21
Revised 8/10/21
Revised 9/14/21
Revised 12/14/21
Revised 4/12/22
Revised 5/10/22
Revised 6/28/22
Revised 9/13/22
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Book	Policy Manual
Section	8000 Operations
Title	PROPOSED REVISED WELLNESS
Code	po8510
Status	First Reading
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8510 - WELLNESS

As required by law, the School Board establishes the following wellness policy for the School Corporation as a part of a comprehensive wellness initiative.

The Board recognizes that good nutrition and regular physical activity affect the health and well-being of the Corporation's students. Furthermore, research suggests that there is a positive correlation between a student's health and well-being and his/her ability to learn. Moreover, schools can play an important role in the developmental process by which students establish their health and nutrition habits by providing nutritious meals and snacks through the schools' meal programs, by supporting the development of good eating habits, and by promoting increased physical activity both in and out of school.

Schools alone, however, cannot develop in students healthy behaviors and habits with regard to eating and exercise. It will be necessary for not only the staff but also parents and the public at large to be involved in a community-wide effort to promote, support, and model such healthy behaviors and habits.

The Board sets the following goals in an effort to enable students to establish good health and nutrition habits:

A. With regard to nutrition education:

1. Nutrition education shall be included in the health curriculum so that instruction is sequential and standards-based and provides students with the knowledge, attitudes, and skills necessary to lead healthy lives.
2. Nutrition education shall be included in the sequential, comprehensive health curriculum in accordance with the curriculum standards and benchmarks established by the State.
3. Nutrition education shall include opportunities for appropriate student projects related to nutrition, involving, when possible, community agencies and organizations.
4. Nutrition education shall extend beyond the classroom by engaging and involving the school's food service staff.
5. Nutrition education posters, such as the Choose My Plate, will be displayed in the cafeteria.
6. Nutrition education shall extend beyond the school by engaging and involving families and the community.
7. Nutrition education shall reinforce lifelong balance by emphasizing the link between caloric intake (eating) and exercise in ways that are age-appropriate.
8. Nutrition education benchmarks and standards include a focus on media literacy as it relates to food marketing strategies.
9. Nutrition education standards and benchmarks promote the benefits of a balanced diet that includes fruits, vegetables, whole grain products, and low-fat and fat-free dairy products.
10. Instruction related to the standards and benchmarks for nutrition education shall be provided by highly qualified teachers.
11. The Corporation website shall provide information to parents that is designed to encourage them to reinforce

at home the standards and benchmarks being taught in the classroom.

B. With regard to physical activity:

1. **Physical Education**

- a. The sequential, comprehensive physical education curriculum shall provide students with opportunities to learn, practice, and be assessed on developmentally appropriate knowledge, attitudes, and skills necessary to engage in lifelong, health-enhancing physical activity.
- b. Planned instruction in physical education shall be sufficient for students to achieve a proficient level with regard to the standards and benchmarks adopted by the State.
- c. Planned instruction in physical education shall promote participation in physical activity outside the regular school day.
- d. Teachers properly certificated/licensed shall provide all instruction in physical education.
- e. Professional development opportunities should focus on the physical education content area.
- f. All physical education classes shall have a student/teacher ratio comparable to the student/teacher ratio in other curricular areas.
- g. Planned instruction in physical education shall teach cooperation, fair play, and responsible participation.
- h. Planned instruction in physical education shall meet the needs of all students, including those who are not athletically gifted.

2. **Physical Activity**

- a. Schools shall encourage families to provide physical activity outside the regular school day, such as outdoor play at home, participation in sports sponsored by community agencies or organizations, and in lifelong physical activities like bowling, swimming, or tennis.
- b. All students in grades K - 6 are provided with a daily recess period.

C. With regard to other school-based activities:

1. **Free drinking water shall be available to students during designated meal times and may be available throughout the school day.**
2. The schools shall schedule mealtimes so there is minimum disruption by bus schedules, recess, and other special programs or events.
3. The school shall provide attractive, clean environments in which the students eat.
4. Activities, such as tutoring or club meetings, shall not be scheduled during mealtimes, unless students may eat during those meetings.
5. An organized wellness program shall be available to all staff.
6. Schools in our system utilize electronic identification and payment systems, therefore, eliminating any stigma or identification of students eligible to receive free and/or reduced meals.
7. Students are discouraged from sharing their foods or beverages with one another during meal times, given concerns about allergies and other restrictions on some students' diets.

D. With regard to nutrition promotion, any foods and beverages marketed or promoted to students on the school campus, during the school day, will meet or exceed the USDA Smart Snacks in School nutrition standards.

Additionally, the Corporation shall:

1. encourage students to increase their consumption of healthful foods during the school day;
2. create an environment that reinforces the development of healthy eating habits, including offering the following healthy foods:

- a. a variety of fresh produce to include those prepared without added fats, sugars, refined sugars, and sodium
 - b. a variety of vegetables daily to include specific subgroups as defined by dark green, red/orange, legumes, and starchy
 - c. whole grain products - half of all grains need to be whole grain-rich upon initial implementation and all grains must be whole grain-rich within two (2) years of implementation
 - d. fluid milk that is fat-free (unflavored and flavored) and low-fat (unflavored)
 - e. meals designed to meet specific calorie ranges for age/grade groups
3. eliminate trans-fat from school meals;
 4. require students to select a fruit or vegetable as part of a complete reimbursable meal;
 5. provide opportunities for students to develop the knowledge and skills for consuming healthful foods;
 6. require that all foods and beverages sold as fundraisers on the school campus during the school day shall meet the USDA Competitive Food regulations; and
 7. discourage rewarding children in the classroom with candy and other foods that can undermine children's diets and health and reinforce unhealthy eating habits. A wide variety of alternative rewards can be used to provide positive reinforcement for children's behavior and academic performance.

Furthermore, with the objectives of enhancing student health and well being, and reducing childhood obesity, the following guidelines are established:

- A. In accordance with Policy 8500, entitled Food Service, the food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages as well as to the fiscal management of the program.
- B. The sale of foods of minimal nutritional value in the food service area during the lunch period is prohibited.
- C. As set forth in Policy 8531, entitled Free and Reduced Price Meals, the guidelines for reimbursable school meals are not less restrictive than the guidelines issued by the U.S. Department of Agriculture (USDA).
- D. The sale to students of foods and beverages that do not meet the USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards to be consumed on the school campus during the school day is prohibited. Competitive foods available for purchase by students à la carte in the dining area, foods or beverages sold from vending machines, and foods and beverages provided by the school or school staff for classroom parties or holiday celebrations are subject to this prohibition.
- E. All foods that are provided, not sold, on the school campus during the school day, including foods and beverages provided for classroom parties or holiday celebrations shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards.
- F. The food service program will strive to be financially self-supporting; however, if it is necessary to subsidize the operation, it will not be through the sale of foods with minimal nutritious value.
- G. The food service program will provide all students affordable access to the varied and nutritious foods they need to be healthy and to learn well regardless of unpaid meal balances and without stigma.
- H. All food items and beverages available for sale to students for consumption on campus between midnight and thirty (30) minutes after the close of the regular school day shall comply with the current USDA Dietary Guidelines for Americans, including, but not limited to, competitive foods that are available to students à la carte in the dining area, as well as food items and beverages from vending machines, school stores, or fund-raisers by student clubs and organizations, parent groups, or boosters clubs.
- I. The school food service program may involve staff, school officials in the selection of competitive food items to be sold in the schools.
- J. Nutrition information for competitive foods available during the school day shall be readily available near the point of purchase.
- K. All foods available to students in Corporation programs, other than the food service program, shall be served with consideration for promoting student health and well-being.

- L. Any food items sold for consumption on campus from thirty (30) minutes after the end of the last lunch period until thirty (30) minutes after the school day ends in a fundraiser by approved student clubs and organizations and Corporation support organizations shall meet the current USDA Dietary Guidelines for Americans.
- M. The school shall prepare and distribute to staff, parents, and after-school program personnel a list of snack items that comply with the current USDA Dietary Guidelines for Americans.
- N. The food service program shall be administered by a qualified nutrition professional.
- O. The food service program shall be administered by a director who is properly qualified, certificated, licensed, or credentialed, according to current professional standards.
- P. All food service personnel shall receive pre-service training in food service operations.
- Q. Continuing professional development shall be provided for all staff of the food service program.

The Director of Food Service is charged with operational responsibility for measuring and evaluating the Corporation's implementation and progress under this policy.

The Director of Food Service shall appoint a Corporation wellness committee that meets at least four (4) times per year and includes parents, students, representatives of the school food authority, nutritionists or certified dietitians, educational staff (including health and physical education teachers), mental health and social services staff, school health professionals, the School Board, school administrators, and members of the public to oversee the development, implementation, evaluation, and periodic update, if necessary, of the wellness policy. School level health advisory teams may assist in the planning and implementation of these Wellness initiatives.

The wellness committee shall:

- A. assess the current environment in each of the Corporation's schools;
- B. measure the implementation of the Corporation's wellness policy in each of the Corporation's schools;
- C. review the Corporation's current wellness policy;
- D. recommend revision of the policy, as appropriate; and
- E. present the wellness policy, with any recommended revisions, to the Board for approval or re-adoption if revisions are recommended.

Before the end of each school year, the wellness committee shall submit to the Superintendent and Board their report in which they describe the environment in each of the Corporation's schools and the implementation of the wellness policy in each school, and identify any revisions to the policy the committee deems necessary. In its review, the Wellness Committee shall consider evidence-based strategies in determining its recommendations.

The Director of Food Service shall report annually to the Superintendent and Board on the work of the wellness committee, including their assessment of the environment in the Corporation, their evaluation of wellness policy implementation Corporation-wide, and the areas for improvement if any, that the committee identified. The committee also shall report on the status of compliance by individual schools and progress made in attaining goals established in the policy.

The Superintendent shall be responsible for informing the public, including parents, students, and community members, on the content and implementation of this policy. In order to inform the public, the Superintendent shall distribute information at the beginning of the school year to families of school children, include information in the Student Parent Guide, and post the wellness policy on the Corporation's website, including the assessment of the implementation of the policy prepared by the Corporation.

The Corporation shall assess the Wellness Policy at least once every three (3) years on the extent to which schools in the Corporation are in compliance with the Corporation policy, the extent to which the Corporation policy compares to model wellness policies, and the progress made in attaining the goals of the Corporation Wellness Policy. To ensure continuing progress, the Corporation will evaluate implementation efforts and their impact on students and staff using the tool from the Indiana Department of Education's website.

The assessment shall be made available to the public on the School Corporation's website.

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The Board of School Trustees of Elkhart Community Schools supports increased emphasis on nutrition as well as physical activity at all grade levels to enhance the well-being of the school corporation's students. Therefore, it is the policy of the Board to

- A. Provide students access to nutritious food and beverages which are smart snack compliant;
- B. Provide opportunities for physical activity and developmentally appropriate exercise; and
- C. Require all meals served by the school corporation to meet the nutritional standards for National School Lunch, Breakfast, and Snack Program.

Classroom celebrations will focus on non-food items. When food items are a part of a celebration, ECS encourages meeting the nutrition standards above. Staff will not use food as a form of punishment and recommends the consideration of both food and non-food items as rewards.

At least fifty percent (50%) of food options available at staff meetings will meet the approved nutrition standards. Staff will be given an opportunity to stretch and move around when meetings last longer than one (1) hour.

Elkhart Community Schools support the health and well-being of students by promoting activity through physical education, recess, and other physical activity breaks; before and after school activities; and walking and bicycling to school. Additionally, Elkhart Community Schools support physical activity among elementary students by providing at least twenty (20) minutes of physical activity per day when weather permits.

Vending machines made available during the school day must dispense Smart Snack compliant items and drinks. Diet soda will be available thirty (30) minutes after the school day ends until midnight. Vending machines offering non-compliant items will be available thirty (30) minutes after the school day ends until midnight. Vending machines offering both Smart Snack compliant and non-compliant items will have timers for items which are not Smart Snack compliant.

Vending machines for school staff will contain at least fifty percent (50%) Smart Snack compliant items and will not be accessible to students.

Fundraising activities will support healthy eating and wellness. All food/beverage items sold as a fundraiser to students during the school day must meet the approved nutritional standards above and must be submitted to the Board for approval prior to sale.

Concession items offered at school-sponsored events to participants, fans, and visitors shall include at least fifty percent (50%) healthy beverages and food in accordance with the approved nutritional standards above.

Elkhart Community Schools is committed to enforcing the policies and guidelines included in this document. Through the implementation of the School Wellness Policy, the corporation will create an environment which supports opportunities for physical activity and healthy eating behaviors. To ensure continuing progress, the corporation will evaluate implementation efforts and their impact on students and staff annually.

- A. The school corporation will use a physical fitness test to track the collective health of the students in grades K-12.
- B. The school nurse will monitor their school's compliance with the corporation's wellness policy halfway through the school year and advise the principal of such status. The principals shall then report to the Director of Food Service, who will provide a report to the Superintendent and School Board.
- C. The evaluation and implementation of the wellness policy will be directed by the Director of Food Services.

Director of Food Services will review this policy annually with the Wellness Committee and make recommendations to the Board regarding any necessary changes.

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Legal 42 U.S.C. 1751 et seq.
 42 U.S.C. 1771 et seq.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (4-10) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Jeffrey S. Bliler
2200 Grant Street, Elkhart, IN 46514
2. **Title or Position with Governmental Entity:** Board of School Trustees
3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart
4. **This statement is submitted (check one):**
 - a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):**

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Employee Fringe Benefit Packages (Life insurance only)

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

 As a current member of the Elkhart Community Schools' Board of Trustees,
 approving employee fringe benefit packages contributes to our family's household income.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)
 _____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

_____ Date Submitted (*month, day, year*) _____ Date of Action on Contract or Purchase (*month, day, year*)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)
 Date (*month, day, year*): January 23, 2024

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



INSTRUCTIONAL LEADERSHIP

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: BOARD OF SCHOOL TRUSTEES

FROM: DR. BRUCE STAHLY *B Stahl 1/17/24*
ASSISTANT SUPERINTENDENT OF INSTRUCTION

DATE: JANUARY 17, 2024

RE: ECS AND 5 STAR PROGRAM FOR SIX (6) ELEMENTARY SCHOOLS

During the 2022-23 school year, several elementary principals visited the Summit Training Facility close to Baldwin Lake, north of Bristol. Principals at Bristol, Cleveland, Mary Beck, Pinewood, Roosevelt, and Woodland then pursued the possibility of having their 5th grade students experience hands-on experiential learning at Summit. All six schools wishing to participate in this program represent a diverse microcosm of the Elkhart Community Schools community.

This programming is an opportunity for students to develop leadership skills and enhance their academic abilities in a kinesthetic learning environment. Activities include equine learning, farm experiences, boating, fishing, nature courses (biology, anatomy, botany), gardening, art, and so much more. Five Star personnel will work with 5th grade teachers to incorporate 5th grade Indiana Standards into their activity planning; therefore, although the school day will be in a different setting, standards will be taught in a more meaningful, connected, and hands-on manner.

The program's success will be measured by increased student attendance, decreased classroom/school behavior, and improved academic performance on ILEARN. Students will also be surveyed extensively on their mindset and future outlook and teachers will be surveyed regarding the success of the program.

The program cost is around \$240,000 annually for the six (6) elementary schools for a twelve (12) week period; a six (6) week period (one day per week) in the fall and another six (6) week period in the spring. Approximately half of the funding will come from Title funds, Project Aware funds, and in-kind contributions for transportation and packed lunches. The other half will come from the Community Foundation of Elkhart County (CFEC) if the grant is successful. Other sources of funding could include the Elkhart Education Foundation, the Full Service Community School Grant, and other donors supportive of this effort. The program will unfortunately not continue beyond this spring if the CFEC funding is not awarded and if the program is not deemed successful as measured by the criteria above.

UNHEALTHY CAPTION HAS NO WORDS

**RESOLUTIONS OF THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART
COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, TAKING ACTIONS
REGARDING A PROPOSED NINTH AMENDMENT TO LEASE AND APPROVING
THE ISSUANCE OF BONDS BY THE ELKHART COMMUNITY SCHOOL BUILDING
CORPORATION AND MATTERS RELATED THERETO**

(2024 HEALTH AND WELLNESS FACILITY HIGH SCHOOL ADDITION PROJECT)

WHEREAS, the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), operates as a public school corporation under the provisions of Indiana Code 20-26, as amended; and

WHEREAS, the Board of School Trustees of the School Corporation (the “Board”) now finds that a need exists for all or a portion of (a) certain facility improvement and equipping projects at the existing Elkhart High School, including, but not limited to, an addition to the building, which upon completion is anticipated to contain a health and wellness center consisting of approximately three (3) classrooms, training room spaces, a large fitness room with weight and other exercise machines and some exterior facing storage spaces, all of which are anticipated to provide spaces for physical education classes and extra-curricular programs, (b) miscellaneous facility improvement and/or equipping projects at any of the facilities operated by the School Corporation, and (c) projects related to any of the projects identified in clauses (a) or (b) (clauses (a) through and including (c), collectively, the “2024 Health and Wellness Facility High School Addition Project”), and the School Corporation cannot provide the necessary funds to pay the costs of such facilities to meet such needs; and

WHEREAS, the Elkhart Community School Building Corporation (the “Building Corporation”) was incorporated to assist the School Corporation in financing, from time to time, the construction and renovation of school facilities to be operated by the School Corporation, including the 2024 Health and Wellness Facility High School Addition Project; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the completion of the 2024 Health and Wellness Facility High School Addition Project; and

WHEREAS, there have been prepared drawings, plans, specifications and estimates for the costs of the 2024 Health and Wellness Facility High School Addition Project; and

WHEREAS, said drawings, plans and specifications will be submitted to the agencies designated by law to pass on plans and specifications for such buildings, and the estimates for the costs of the 2024 Health and Wellness Facility High School Addition Project have been submitted to and now meet with the approval of this Board; and

WHEREAS, it now appears to this Board that said drawings, plans, specifications and estimates provide for necessary school facilities; and

WHEREAS, the Board now desires, to the extent permitted by law, to take all of the necessary steps to enter into a lease with the Building Corporation for all or any portion of the facilities operated or to be operated by the School Corporation, pursuant to which the Building Corporation and the School Corporation will finance all or any portion of the 2024 Health and Wellness Facility High School Addition Project; and

WHEREAS, the School Corporation has 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 the Addendum to Eighth Amendment to Lease, the “Lease”), each of which is by and between the Building Corporation (as assignee of the Elkhart Community Schools Building Corporation), as lessor, and the School Corporation, as lessee; and

WHEREAS, there has been prepared and previously submitted to the members of the Board a proposed form of a ninth amendment to the Lease and related addenda (the “Ninth Amendment to Lease”) by and between the Building Corporation, as lessor, and the School Corporation, as lessee, for the lease of all or any portion of the premises subject to the Lease (collectively, the “Premises”); and

WHEREAS, pursuant to Indiana Code §20-26-7-37, as amended, if this Board proposes to construct, repair or alter a school building at a cost of more than One Million Dollars (\$1,000,000.00) that would be financed by a lease agreement, issuing bonds or any other available method, it must hold a public hearing at which explanations of the potential value of the proposed project to the School Corporation and the community shall be given, and at which interested parties may present testimony and ask questions; and

WHEREAS, the Board expects to pay for certain costs of the 2024 Health and Wellness Facility High School Addition Project (collectively, the “Expenditures”) prior to the issuance of the 2024 Health and Wellness Facility High School Addition Bonds (as hereinafter defined), and to reimburse the Expenditures with the proceeds received by the School Corporation upon the issuance of the 2024 Health and Wellness Facility High School Addition Bonds; and

WHEREAS, the Board desires to declare its intent to reimburse the Expenditures pursuant to Treas. Reg. §1.150-2 and Indiana Code §5-1-14-6(c), each as amended, with all or a portion of the proceeds of the 2024 Health and Wellness Facility High School Addition Bonds; and

WHEREAS, in accordance with Indiana Code §6-1.1-20-0.5, as amended, the Board desires to determine that to the extent the School Corporation receives any donations or gifts that may be used to pay for all or a portion of any of the costs of the 2024 Health and Wellness Facility High School Addition Project, the Board pledges to use any such donations or gifts for such purpose except to the extent that the Board determines that such donations or gifts may, or are required to, be used for other purposes.

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

Section 1. Need exists for the 2024 Health and Wellness Facility High School Addition Project, and none of the 2024 Health and Wellness Facility High School Addition Project can be provided from any funds currently, or expected to be, available to the School Corporation, excluding any donations or gifts to be provided to the School Corporation for the 2024 Health and Wellness Facility High School Addition Project. This Board shall proceed to take such steps as may be necessary to secure (1) the acquisition of all or any portion of the Premises by the Building Corporation not already owned by the Building Corporation, (2) the extension of the ownership by the Building Corporation of the Premises beyond the current term, (3) the reimbursement of the School Corporation for improvements made by the School Corporation to the Premises since the Premises have been owned by the Building Corporation, (4) the payment of all costs of all or any portion of the 2024 Health and Wellness Facility High School Addition Project and all of the costs associated therewith by the Building Corporation and the School Corporation, and (5) the continued leasing of all or any portion of the Premises by the Building Corporation to the School Corporation as provided by Indiana Code 20-47-3 and Indiana Code 20-47-4, each as amended.

Section 2. To the extent the School Corporation receives any donations or gifts that may be used to pay for all or a portion of any of the costs of the 2024 Health and Wellness Facility High School Addition Project, the Board hereby pledges in accordance with Indiana Code §6-1.1-20-0.5, as amended, to use any such donations or gifts for such purpose except to the extent that the Board determines that such donations or gifts may, or are required to, be used for other purposes.

Section 3. It is hereby determined to be proper and in the public interest to re-approve the incorporation of the Building Corporation for the purpose of financing, constructing, renovating, expanding and equipping certain school facilities and leasing the same to the School Corporation, including the 2024 Health and Wellness Facility High School Addition Project.

Section 4. The Board hereby re-approves the Articles of Incorporation of the Building Corporation, the Code of By-Laws of the Building Corporation and the appointment William G. Cork, David C. Bonfiglio and Glenn Duncan to act as the current Directors of the Building Corporation and to serve a term (unless the Director resigns, is removed or dies) of one year or until a successor is appointed and qualified.

Section 5. The 2024 Health and Wellness Facility High School Addition Project is in the public interest of the patrons of the School Corporation and is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and assist it in fulfilling the requirements of all agencies, including the federal, state and city governments.

Section 6. Pursuant to the applicable laws of the State of Indiana, the Building Corporation, being duly organized to conduct business, may (a) issue, sell and deliver its first mortgage bonds (the “2024 Health and Wellness Facility High School Addition Bonds”) in an original aggregate principal amount not to exceed \$6,350,000 for the purpose of financing all or a portion of the 2024 Health and Wellness Facility High School Addition Project, (b) encumber any real property or equipment acquired by it for the purpose of financing all or any portion of any of the 2024 Health and Wellness Facility High School Addition Project and (c) enter into contracts for the sale of the 2024 Health and Wellness Facility High School Addition Bonds and the acquisition, construction, renovation, expansion and equipping of said school facilities.

Section 7. Upon the redemption or retirement of the 2024 Health and Wellness Facility High School Addition Bonds to be issued by the Building Corporation in connection with the financing of the 2024 Health and Wellness Facility High School Addition Project, the School Corporation will accept from the Building Corporation the Premises free and clear of all liens and encumbrances thereon.

Section 8. The School Corporation shall apply the proceeds received by the School Corporation from the sale of all or any portion of the Premises to the Building Corporation, the reimbursement from the Building Corporation for improvements made by the School Corporation to the Premises since the Premises have been owned by the Building Corporation and/or the payment to the School Corporation for the extension of the ownership of the Premises by the Building Corporation to the costs of all or a portion of the 2024 Health and Wellness Facility High School Addition Project not funded by the Building Corporation.

Section 9. The terms and conditions of the proposed form of the Ninth Amendment to Lease and the plans, drawings, specifications and estimates of each of the 2024 Health and Wellness Facility High School Addition Project are approved and agreed to as the basis for a hearing as required by law, and such hearing shall be held by this Board upon the necessity for the execution of the Ninth Amendment to Lease and whether the lease rentals provided therein is a fair and reasonable rental for all or any portion of the Premises prior to the final determination of such questions so that this Board may determine whether to execute the Ninth Amendment to Lease as now written or as modified hereafter by agreement of the parties prior to execution, and the President of the Board is hereby authorized to call said hearing to be held on February 27, 2024, at 7:00 p.m., local time, in the J.C. Rice Educational Services Center, which is located at 2720 California Road, Elkhart, Indiana 46514, or at such other date, time and location as determined by the Superintendent of the School Corporation (the “Superintendent”) or the Chief Financial Officer of the School Corporation (the “Chief Financial Officer”).

Section 10. Pursuant to Indiana Code §20-26-7-37, as amended, the Board authorizes the holding of a public hearing on February 27, 2024, at 7:00 p.m., local time, in the J.C. Rice Educational Services Center, which is located at 2720 California Road, Elkhart, Indiana 46514, or at such other date, time and location as determined by the Superintendent or the Chief Financial Officer, at which explanations of the potential value of each of the 2024 Health and

Wellness Facility High School Addition Project to the School Corporation and the community shall be given, and at which interested parties may present testimony and questions.

Section 11. The Board hereby declares its official intent that, to the extent permitted by law, to execute the Ninth Amendment to Lease with the Building Corporation, to request the Building Corporation to issue the 2024 Health and Wellness Facility High School Addition Bonds, in one or more series or issues, each in the original aggregate principal amount not to exceed the aggregate amount set forth above, and to reimburse costs of the respective 2024 Health and Wellness Facility High School Addition Project consisting of the Expenditures from a portion of the proceeds of the sale of the 2024 Health and Wellness Facility High School Addition Bonds.

Section 12. Any officer of the School Corporation, the Superintendent, the General Counsel of the School Corporation or the Chief Financial Officer be, and hereby is, authorized, empowered and directed, on behalf of the School Corporation to publish notices of said public hearings and to take any other action as such officer deems necessary or desirable to effectuate the foregoing resolutions, and any such publication or other actions heretofore made or taken be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 23rd day of January, 2024.

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

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

ACCOUNT BALANCES/INVESTMENT DETAIL
December 2023

CASH:

Petty Cash	\$	500.00
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BANK ACCOUNTS:

Everwise Credit Union	\$	3,002,539.01
Lake City Bank – Accounts Payable		(604,543.84)
Lake City Bank – Payroll Account		(446,014.59)
Lake City Bank – Flex Account		75,898.21
Lake City Bank – Merchant Account		(1,700.00)
Lake City Bank – Prepaid Lunch		1,833,916.15
Lake City Bank – Deposit Account		50,842,596.06
Lake City Bank – Book Rental		-

INVESTMENTS:

Certificate of Deposit		-
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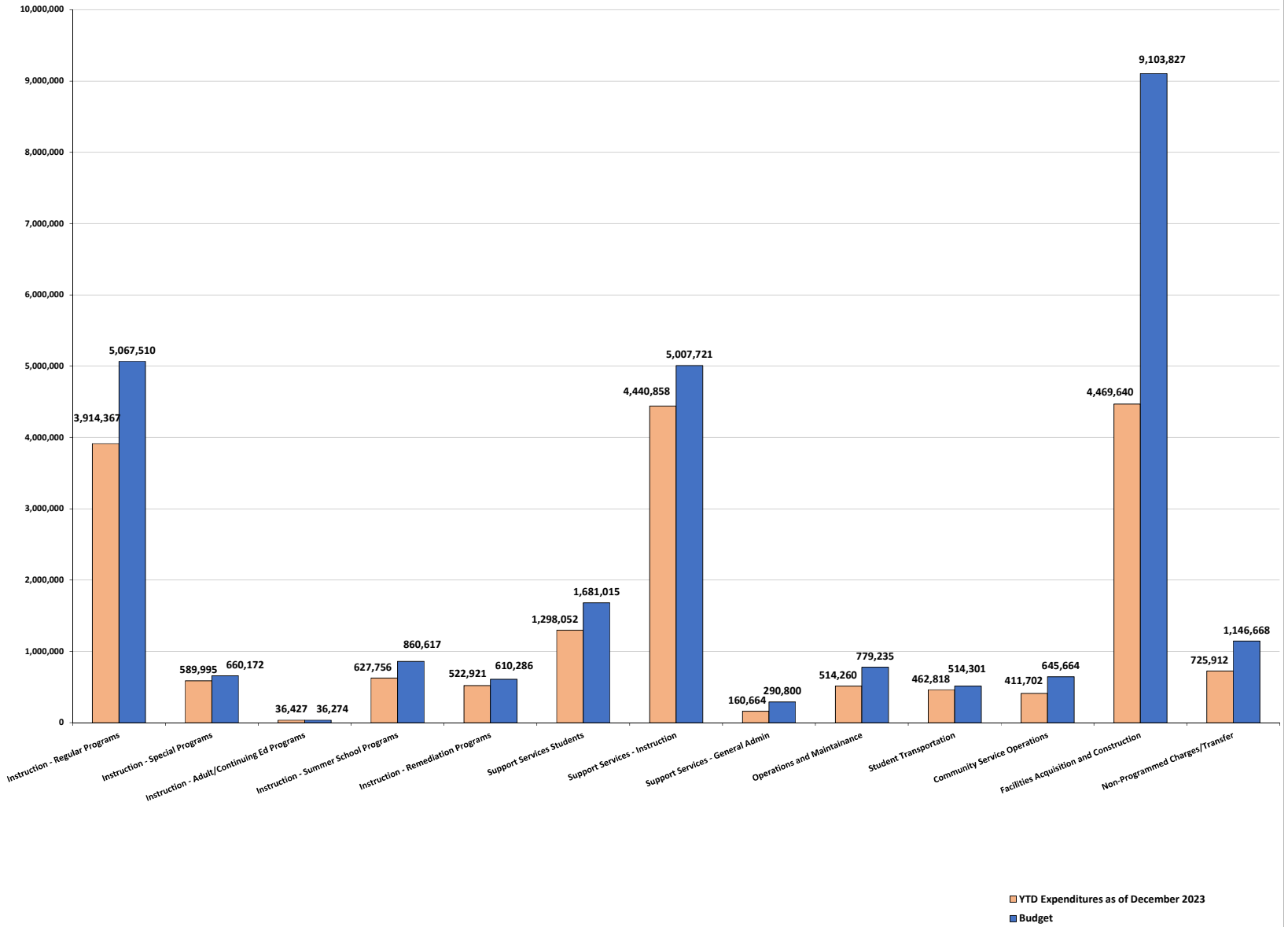
\$ 54,703,191.00

ESSER III - Utilization Review

YTD Expenditures as of December 2023	Total % of Allocation Expended	Account	Budget	% of Total Budget
3,914,367.36	77.24%	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%
522,921.04	85.68%	Instruction - Remediation Programs	\$610,286.00	2.31%
1,298,051.84	77.22%	Support Services Students	1,681,015.00	6.37%
4,440,857.84	88.68%	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%
411,702.44	63.76%	Community Service Operations	645,664.00	2.45%
4,469,639.95	49.10%	Facilities Acquisition and Construction	\$9,103,827.00	34.48%
725,911.61	63.31%	Non-Programmed Charges/Transfer	\$1,146,668.00	4.34%
\$18,175,371.74	68.84%		\$26,404,090.37	100.00%

Expenditures for December 2023 consisted of salaries/benefits, construction projects, and supplies for budgeted programming.

ESSER III - Expenditure to Budget as of 12/31/2023



Medical Plan Experience

December 2023

	<u>Cur Mo</u>	<u>Cur Mo Pr Yr</u>	<u>Chg</u>	<u>YTD Cur</u>	<u>YTD Pr</u>	<u>Chg</u>
UMR Medical		\$ 28,216	\$ (28,216)	\$ -	\$ 1,112,261	\$ (1,112,261)
Anthem Medical	\$ 772,119	\$ 738,096	\$ 34,023	\$ 7,431,158	\$ 6,311,158	\$ 1,120,000
CVS Rx	\$ 271,398	\$ 229,566	\$ 41,832	\$ 2,699,741	\$ 2,267,219	\$ 432,522
Rx Rebate	\$ (280,306)	\$ (222,700)	\$ (57,606)	\$ (1,080,018)	\$ (747,119)	\$ (332,899)
Less Amt Above Stop Loss	\$ (14,665)	\$ (427)	\$ (14,238)	\$ (179,737)	\$ (21,994)	\$ (157,743)
Claim Cost Total	\$ 748,546	\$ 772,751	\$ (24,205)	\$ 8,871,144	\$ 8,921,525	\$ (50,381)
Expected Claim Cost	\$ 895,279	\$ 857,666	\$ 37,613	\$ 10,454,279	\$ 10,318,285	\$ 135,994
Claims vs. Expected	\$ (146,733)	\$ (84,915)		\$ (1,583,135)	\$ (1,396,760)	
Non Claim Costs (administration, clinic, pharmacy, stop-loss)	\$ 245,826	\$ 216,814	\$ 29,012	\$ 2,818,486	\$ 2,632,199	\$ 186,287
Total Cost (Claim + Non-claim)	\$ 994,372	\$ 989,565		\$ 11,689,630	\$ 11,553,724	
Enrollment	1,034	1,000		12,191	12,079	
Cost Per Employee Per Month (PEPM)	\$ 961.68	\$ 989.57		\$ 958.87	\$ 956.51	0.2%
Paid Claims Per Employee				\$ 727.68	\$ 738.60	-1.5%