

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

June 25, 2024

CALENDAR

Jun	25	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jun	25	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Jul	9	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jul	9	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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- A. CALL TO ORDER
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. PUBLIC COMMENT
- E. EXCELLENCE OF ELKHART
- F. MOMENT OF PRIDE – National History Day
- G. CONSENT ITEMS:

- Minutes – June 11, 2024 – Public Work Session
  - Minutes – June 11, 2024 – Regular Board Meeting
  - Claims
  - Fundraiser
  - Gift Acceptances
  - Conference Leaves
  - Grants
  - Contracts
  - Personnel Reports

- H. NEW BUSINESS

New Course Proposals – The administration presents the following proposed new course offerings for Board review: Interpersonal Relationships and Teaching and Learning.

Food Service RFP - The Business office recommends Board approval of the Request for Proposal for Supplies and Dairy.

Board Policy 3422.07S – Executive Assistants’ Compensation Plan – The administration presents proposed revisions to Board Policy 3422.07S – Executive Assistants’ Compensation Plan for initial consideration and requests to waive second reading.

Board Policy 3422.10S – Registered Nurses’ Compensation Plan – The administration presents proposed revisions to Board Policy 3422.10S – Registered Nurses’ Compensation Plan for initial consideration and requests to waive second reading.

School Technology Advancement Account (STAA) Application - The Business Office seeks approval of the submission of a School Technology Advancement Account (STAA) Application.

Lexia Learning Systems LLC Agreement

Northern Indiana Educational Services Center (NIESC), Educational Services Center (ESC), and HPS Agreement

Financial Report

Insurance Update

I. INFORMATION AND PROPOSALS

From Superintendent and Administrative Staff

From Board

J. ADJOURNMENT

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

Elkhart Community Schools  
Elkhart, Indiana

June 11, 2024

J.C. Rice Educational Services Center, 2720 California Road, Elkhart,  
Indiana 46514 – at 5:48 p.m.

Place/Time

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

Roll Call

ECS Staff Present: Dr. Larry Huff  
Frank Serge  
Beth Davidson

The Board was presented a review of middle and high school data.

Topics  
Discussed

The meeting adjourned at approximately 6:37 p.m.

Adjournment

APPROVED:

Signatures

\_\_\_\_\_  
Troy E. Scott, President

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Jeffrey S. Bliler, Member

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Douglas K. Weaver, Vice President

\_\_\_\_\_  
Mike Burnett, Member

\_\_\_\_\_  
Anne M. VonDerVellen, Secretary

\_\_\_\_\_  
Dacey S. Davis, Member

\_\_\_\_\_  
Kellie L. Mullins, Member

MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana

June 11, 2024

J.C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana – at 7:00 p.m.

Place/Time

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

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

Call to Order

Dr. Larry Huff, Superintendent, recited the Elkhart Promise.

The Elkhart Promise

An audience member spoke about encouraging, supporting and advocating for ECS students.

Public Comment

Erin Wagler, Director of Communication, shared some of the wonderful things happening in Elkhart Community Schools (ECS) during the Excellence of Elkhart highlighting Academics, Arts, and Athletics. In the area of Academics, Elkhart High School (EHS) graduated 688 seniors from the Class of 2024 on June 5<sup>th</sup> at Notre Dame’s Purcell Pavilion. It was an amazing celebration for the hard-working students and their proud families. Now we get to welcome them to the Elkhart Community Schools Alumni Family!

Excellence of Elkhart

Reading is a foundation for all education and it is even more important for families to keep those reading skills sharp over summer break. This past spring, ECS rolled out their first-ever district-wide reading initiative called Elkhart Builds. The cornerstone book chosen for the initiative was *Someone Builds the Dream* because of Elkhart’s focus on industry. ECS’s community partners also loved the connection with the book, so much that the Elkhart Public Library and Wellfield Botanic Gardens chose “Someone Build the Dream” as the book for Wellfield’s summer StoryWalk®. Last week ECS administrators and their families were invited to participate in the inaugural walk. The author of the book joined in the fun and stayed to sign books. The Elkhart

community can continue to enjoy this book throughout the summer by visiting Wellfield.

Each year at EHS, students in Mr. Henderson's class have the opportunity to take part in "A Walk In Their Shoes" service project. Students volunteer for a minimum of 20 hours with children, the elderly, and those who are unhoused. What a great way to teach students how to invest in their community and make the world around them a better place.

At Beardsley Elementary, Mr. Clemons met regularly with the 5th graders during lunch. They talked about polite manners, self-respect, and what it means to be a professional. To celebrate the final day of school, students dressed up in their best business attire. These future leaders are starting young.

In the area of Arts, EHS's United Theater class teamed up with the Adolescent Development class of future teachers to decorate the sidewalks at EHS to celebrate the 2024 seniors on their last day of school.

In the area of Athletics, EHS and the entire community is proud of the Unified Track team bringing home a State Championship; the first team to win a state championship since the high school merger. Congratulations Lions!

The EHS Boys Track team also shined at the State meet with Trinton Harris placing 7th in Long Jump and the 4 x 800 team placing 3<sup>rd</sup> and setting another record; team members were Max Huckleberry, Jackson Ezell, Otto Richter, and Max Malloy.

EHS Boys Golfer, Steven Webb, qualified for the state tournament. Good luck and thanks for representing ECS.

Summer sports camps are in full swing. This week EHS hosted students for girls' soccer and softball. Future Lion athletes are learning a lot and making great memories!

Some upcoming events across Elkhart Schools include:

- The Bringle Awards Banquet is on Wednesday, June 12 at 6:30 p.m. at the Matterhorn Conference Center. It was just announced today that a former Elkhart graduate and Tim Bringle winner is being honored in the Indiana Football Hall of Fame.
- The Catherine Wolf Awards Banquet is on Wednesday, June 19 at 6:30 p.m. at the Matterhorn Conference Center.

The Board recognized and celebrated the State Champions, EHS Unified Track Team. Brennen Crouch, team member, said it best stating, "We did the State Championship and took first place!" Coach Todd Sheely, thanked the Board for the opportunity to celebrate the team as they get ready to close out their last tour event at the Mayor's office on Monday. There will be one more celebration in the fall when the State Championship rings come in. Coach Sheely explained unified track is an official IHSAA sport and there are over one hundred (100) teams competing across the State of Indiana. It is uniquely special that the Unified Track team is able to represent EHS's first State Championship as ECS continues to talk about the inclusion revolution, showing more empathy over sympathy. Inviting those who have fallen to join us at lunch instead of just saying, I'm sorry you fell, will not only increase inclusion, but soften hearts and make ECS a better place for the student athletes as well as for adults. These kids champion what it means to be an education based athletics and he couldn't be more proud. The team has finished in the top five in the State three years in a row. Aliyah Sledge shared she has been a part of the team for the past two years and it has changed her life, allowing her to build bonds and make friends with people she would have never met otherwise. As a senior, ending the season with a State Championship with her unified track family was such a blessing; she wouldn't change it for the world. Zeke Waits is a junior and shared this is his second year on the team. Since joining the team, he has felt wanted adding it's a great feeling to have people care for you. This year, he started helping as a peer tutor in the intense classroom. Tumarye Morris, is a senior and shared this was his first year participating in unified track. Mr. Morris is a multi-sport student never thought he would create such strong bonds with his fellow unified track teammates, emphasizing all students should have this experience. Ms. Kris Thomas-Bartley, assistant coach and mild disabilities teacher, credited Mr. Sheely for not only creating an environment of inclusion for the team, but also with his U.S. History classes, where general education student and students with cognitive disabilities come together to learn in the classroom. Thanks for the strong teacher, student and administrator leadership, EHS offers unified music and theater as well. In closing, Coach Sheely thanked the Board and Elkhart community for all of their support.

Moment of  
Pride – Unified  
Track Team

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

Consent Items

Minutes – May 28, 2024 – Public Work Session  
Minutes – May 28, 2024 – Regular Board Meeting

Minutes

Payment of claims totaling \$8,416,721.08 as shown on the June 11, 2024, claims listing. (Codified File 2324-144)

Payment of  
Claims

Proposed school fundraisers in accordance with Board policy. (Codified File 2324-145)

Fundraisers

Extra-curricular purchase requests: Elkhart High School (EHS) Donations Account to purchase a 16-foot Trap Chute, Tetra Tackling System, and 28-inch Landing Mat totaling \$5,500.00.

Extra-curricular Purchases

The following donations were made to Elkhart Community Schools (ECS): \$250 from Rocky Enfield to ECS to be used to help with Back to School University costs; Eye Gaze Device, valued at \$14,000, from Jennifer Igney-Noffsinger, to be used by the Special Education Department; Mini-Cobot, with an owner estimated value of \$11,370, from Tube Form Solutions, LLC, care of Jeff Jacobs, to the Elkhart Area Career Center (EACC) to be used in Automation and Engineering Technology classes; \$500 from Genesis Products, LLC to EHS Athletics to be used to help with the growth and development of the football program; \$1,000 from Shrock MFG, Inc. to EHS Boys Golf Team, to be used to help with the growth of the program; \$200 from an anonymous donor to Eastwood, Cleveland, and Mary Feeser to be used to pay on student meal accounts; and \$600 to ECS from Gates Automotive Group to be used for the end of year picnics in the middle schools.

Gift Acceptance

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the June 11, 2024 listings. (Codified File 2324-146)

Conference Leave Requests

Confirmed overnight trip request for the EHS Unified Tract Team to travel to Bloomington, Indiana on May 31 – June 1, 2024 to compete in the State meet and EHS Girls Track to travel to Bloomington, Indiana on May 30 – 31, 2024 to compete in the State meet.

Overnight Trips

Contract recommendations in accordance with Board policy. (Codified File 2324-147)

Contracts

Personnel Report

Agreement related to compensation for one (1) certified staff. (Codified File 2324-148)

Certified Agreement

Employment of the following seven (7) certified staff members effective on dates indicated:

Certified Employment

Holly Kimball – Literacy Cadre Coach at TBA, 8/12/24  
Lori Kois – Grade 6 at Monger, 8/12/24

Lisa Milanese – Physical Education at Elkhart High, 8/12/24  
Charles Pippin – Math at Elkhart High, 8/12/24  
Ayline Ramirez Solano – Grade 2 at Monger, 8/12/24  
Joseph Sierzputowski – Math at Elkhart High, 8/12/24  
Eliza Stoltzfus – Grade 3/4 Split High Ability at Roosevelt, 8/12/24

Transfer of the following seventeen (17) certified staff members, effective on dates indicated:

Certified  
Transfers

Joshua Bamber – C&T Agriculture at Elkhart High – NR to C&T Agriculture at Elkhart High – ETI, 8/12/24  
Kelly Buckley – Language Arts at Elkhart High – NR to Language Arts at Elkhart High, 8/12/24  
Laura Cauthen – Special Education at North Side to Special Education (Intense) at Freshman Division, 8/12/24  
Matthew Hague – Social Studies at Elkhart High – NR to Social Studies at Elkhart High – ETI, 8/12/24  
Victoria Hawk – Social Studies at Elkhart High – NR to Social Studies at Elkhart High – B&IR, 8/12/24  
Eric Jantzen – Science at Elkhart High – NR to Science at Elkhart High – ETI, 8/12/24  
Kristen Judson – EL at Cleveland to EL at Roosevelt, 8/12/2024  
Heather Kidder – C&T Agriculture at Freshman Division to C&T Agriculture at Elkhart High - ETI, 8/12/24  
Jonathan Kirkton – Math at Elkhart High – NR to Math at Elkhart High – HS, 8/12/24  
Bruce McDonald – Grade 2 at Monger to Interventions at Monger, 8/12/24  
Tera Montague – Grade 6 at Pinewood to ENL at Roosevelt, 8/12/24  
Jesse Olson – Language Arts at Elkhart High – NR to Language Arts at Elkhart High – ETI, 8/12/24  
Kelly Reid – Special Education at North Side to Special Education at Elkhart Academy, 8/12/24  
Stephanie Scheimann – Science at Elkhart High – NR to Science at Elkhart High – A&C, 8/12/24  
Kathy Stump – OI Consultant at Osolo to Special Education at Freshman Division, 8/12/24  
Tracey Weirich – Special Education at Elkhart High – A&C to YAP Special Education at Freshman Division, 8/12/24  
Matthew Windy – Math at Elkhart High – NR to Math at Elkhart High – HS, 8/12/24



<p>Resignation of the following six (6) certified staff members, effective on dates indicated:  Amanda Brandy – Grade 1 at Daly, 5/31/24  Cinthya Gutierrez Perez – ENL at West Side, 5/31/24  Hannah Hanson – Kindergarten at Pinewood, 5/31/24  Brandi Holycross – Grade 1 at Feeser, 5/31/24  Kimberly Johnson – Music at Beardsley, 5/31/24  Rebecca Milnes – Art at Pierre Moran, 5/31/24</p>	<p>Certified Resignations</p>
<p>Retirement of the following three (3) certified staff member, effective on dates indicated:  Luann Burlingame – FACS at Elkhart High, 5/31/24 with 25 Years of Service  Margarita McClain – Culinary at Career Center, 5/31/24 with 23 Years of Service  Joan Schulz – Grade 3 at Cleveland, 5/31/24 with 23 Years of Service</p>	<p>Certified Retirements</p>
<p>Death of the following one (1) certified staff member, effective on dates indicated:  Andrew Danik – Social Studies at Pierre Moran, 5/25/24 with 1 Year of Service</p>	<p>Certified Death</p>
<p>Employment of the following three (3) classified employees effective on dates indicated:  Kristina Johnson – Paraprofessional at Pierre Moran, 5/31/24  Kara Myers – Food Service at Bristol, 5/31/24  Jane Vanish – Paraprofessional at PACE, 5/31/24</p>	<p>Classified Employment</p>
<p>Reassignment of the following one (1) classified employees, effective on date indicated:  Ayline Ramirez Solano – Substitute Teacher at Monger, 8/12/24</p>	<p>Classified Reassignment</p>
<p>Resignation of the following two (2) classified employees, effective on dates indicated:  Michael Jeffers – Substitute Teacher at Beardsley, 5/31/24  Sashia Norment – Technical Assistant at Cleveland, 5/31/24</p>	<p>Classified Resignations</p>
<p>Rescission of resignation of the following one (1) classified employee, effective on date indicated:  Valerie Kite – Paraprofessional at Cleveland, 5/31/24</p>	<p>Classified Rescission of Resignation</p>

By unanimous action, the Board approved proposed revisions to Board Policy 3241 – Discussion as presented during the May 28, 2024 Board meeting.

Board Policy  
3422.12S

Superintendent Dr. Larry Huff shared that ECS has had a lot to celebrate over the past two weeks. First, Dr. Huff thanked all who had a hand in planning the 2024 Graduation last week; the EHS team did a great job. It was an awesome experience to see ECS scholars walk across the stage knowing the number of lives they will impact after leaving ECS. He also thanked all who came to support the graduating class.

From the  
Superintendent

Dr. Huff shared that he had to opportunity to talk about ECS with the Elkhart Kiwanis this week sharing preliminary data in ECS's IREAD metric exceeding seven (7%) percent from last year; hats off to our elementary team. Also, when breaking down ILEARN data for grades 3 – 8, where scholars take the test each year while in those grades, 10 out of the 12 opportunities to show growth or improvement, looking at proficiency alone, students made improvement in those areas. Dr. Huff looks forward to looking at the final data on both assessments.

ECS and community partners are off and running with summer school with lots of kids experiencing the great things Elkhart has to offer. Roosevelt and Beardsley are off to a smooth start and Hawthorne is providing programming for PACE students.

In closing, Dr. Huff noted ECS's famous alumni, started at Elkhart Memorial High School and is the General Manager of the New York Giants. Dr. Huff hopes he may join ECS's Hall of Fame one day. With all of these great things to celebrate, ECS is definitely moving forward in a great way.

Board member Jeff Bliler acknowledged the amazing presentation this evening by the Unified Track team. What struck him the most was the students were not celebrating the trophy, but the beautiful diverse inclusive environment they experienced and new found new relationships. What an amazing group of students.

From the Board

Mr. Bliler thanked Kelly Hennings for always advocating for kids and congratulated her as she recently became Dr. Hennings.

The meeting adjourned at approximately 7:35 p.m.

Adjournment

APPROVED:

Signatures

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Troy E. Scott, President

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Douglas K. Weaver, Vice President

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Anne M. VonDerVellen, Secretary

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Jeffrey S. Blieler, Member

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Mike Burnett, Member

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Dacey S. Davis, Member

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Kellie L. Mullins, Member





STUDENT SERVICES

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**ELKHART**  
COMMUNITY SCHOOLS

Date: 6/13/2024

To: Dr. Larry Huff  
Board of School Trustees

From: Lindsey Brander *LB*  
Student Services

**Re: Donation Approval - Elkhart Community Schools**

A donation in the amount of \$500 (cash and school supplies) has been given to Elkhart Community Schools from the employees at NIBCO to support student supply needs.

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

NIBCO  
% John Brander  
1516 Middlebury St.  
Elkhart, IN 46516



**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: 06/12/2024**

**TO: Dr. Larry Huff, Superintendent  
Board of School Trustees**

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

**Re: Donation Approval - EHS - Athletics**

**A donation in the amount of \$4,574.00 has been given to the Elkhart High School Football Team. The funds will be used for the purchase of training equipment for the program.**

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

**Community Foundation of Elkhart County  
240 E Jackson Blvd STE 104  
Elkhart, IN 46516**



**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: 06/10/2024**

**TO: Dr. Larry Huff, Superintendent  
Board of School Trustees**

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

**Re: Donation Approval - EHS - Athletics**

**A donation in the amount of \$500.00 has been given to the Elkhart High School Athletic Department. The funds will be used to help purchase Unified Track & Field State Champion Rings.**

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

**Michele & Patrick Tibbs  
804 York Woods Dr.  
Elkhart, IN 46516**



**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: 06/10/2024**

**TO: Dr. Larry Huff, Superintendent  
Board of School Trustees**

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

**Re: Donation Approval - EHS - Athletics**


**A donation in the amount of \$1,000.00 has been given to the Elkhart High School Athletic Department. The funds will be used to help purchase Unified Track & Field State Champion Rings.**

**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:**

**Phyllis Tubbs  
7105 Dawn Dr.  
Union, MI 49130**



What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.	What is the grant submission deadline?
Secured School Safety Grant	Department of Homeland Security	Elkhart Community Schools (district)	Lindsey Brander	\$100,000	The grant funds will be used to purchase additional AEDs, Stop the Bleed kits, provide for one social worker salary.	This grant encourages schools to provide for the safety and well-being of students. By purchasing additional AEDs, Stop the Bleed kits, and a social worker salary we are caring for the physical safety and well-being of our students to ensure they graduate college/career ready and life ready.	<p>Purchase 8 AEDs @\$2,295 each for the following locations;  NSMS - second floor  PMMS - second floor  WSMS - second floor  EACC (main) - second floor  Health and Public Safety - one for area (does not currently have one)  Diesel tech - one for area (does not currently have one)  EHS - second floor  FD - second floor</p> <p>Purchase 50 Stop the Bleed kits @ \$58 each to distribute around the district.</p> <p>One social worker salary and fringe benefits est at \$78,495.18</p> <p>Total cost: 8 AEDs @\$2,295, 50 Stop the Bleed kits @\$58, one SW salary and benefits @ \$78,495.18 = \$100,000.</p>	7/1/2024

 6/18/24



HUMAN RESOURCES

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**ELKHART**  
COMMUNITY SCHOOLS

**\*REVISED\***

**TO: DR. LARRY HUFF**  
**FROM: MS. MAGGIE LOZANO**  
**DATE: JUNE 25, 2024**

**PERSONNEL RECOMMENDATIONS**

**CERTIFIED**

- a. **Administrative Appointment** – The administration recommends confirmation of one (1) administrative appointment.
- b. **Appointment** – We recommend the appointment of one (1) certified employee for the 2024-25 school year.
- c. **Change in Administrative Titles** - The Administration recommends approval seven (7) administrative titles effective July 1, 2024.
- d. **New Certified Staff** – We recommend employment for eight (8) new certified staff for the 2024-25 school year.
- e. **Certified Staff Transfers** – We recommend the transfer of two (2) certified staff for the 2024-25 school year.
- f. **Separation** – We report the separation of five (5) employees.

**CLASSIFIED**

- a. **Appointment** – We recommend the appointment of one (1) classified employee pending Board approval of the proposed revision to Board Policy 3422.10S.
- b. **Reclassification** – We recommend the approval of reclassifying one (1) secretarial position pending Board approval of the proposed revision to Board Policy 3422.07S.
- c. **New Positions** – The administration recommends approval of two (2) classified positions pending Board approval of the proposed revision to Board Policy 3422.12S.
- d. **New Hire** – We recommend regular employment for one (1) employee.
- e. **Separation** – We report the separation of three (3) employees.

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED EXECUTIVE ASSISTANTS' SALARY SCHEDULE
Code	po3422.07S
Status	Proposed
Adopted	December 20, 2016
Last Revised	November 28, 2023
Last Reviewed	June 25, 2024

**3422.07S - EXECUTIVE ASSISTANTS' SALARY SCHEDULE**

The Board of School Trustees hereby adopts the following wage schedule for Executive Assistant positions, effective ~~January 1~~ **July 1**, 2024. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

**Annual Base Salary Amount**

Each year the Superintendent and/or his/her designee(s), and the Executive Assistants on this schedule shall meet and determine a recommendation to the Board regarding the annual base salary and policy changes affecting these staff members. The year shall be from January 1 to December 31.

**Salary Factor Range and Review**

- A. Each Executive Assistant shall be assigned a salary factor range which shall serve as a range for salaries applicable to that given position. This salary factor range is intended to reflect the actual degree of responsibility in a particular assignment, as well as the expected minimum amount of time required to perform the responsibilities. Such salary factor range takes into account both qualitative and quantitative aspects of a particular assignment.

Salary Factor Range*	Assignment
.85 - 1.02	Executive Assistant to District Counsel/Chief of Staff
.85 - 1.02	Executive Assistant/Human Resources
<b>.85 - 1.02</b>	<b>Executive Assistant/Business Office</b>
.85 - 1.02	Executive Assistant/Instructional Leadership

\* Apply factor to base amount of \$67,305

Upon an individual's assignment as an Executive Assistant, the Director of Human Resources, with input from the Superintendent and the staff member's immediate supervisor, shall:

1. determine "recognized" previous experience in the Elkhart Community Schools.
  2. determine the staff member's placement on the salary factor range on the basis of previous experience in the Elkhart Community Schools and other experience and training.
- B. The placement on the salary factor range shall be reviewed annually by the immediate supervisor(s) of the Executive Assistant and any recommendation for change shall be submitted to the Superintendent for review and a final decision regarding range placement.

- C. Any Executive Assistant, acting in his or her own behalf, may appeal the established salary factor or the salary factor range. Such appeal shall first be made to the staff member's immediate supervisor(s). If said appeal results in an unsatisfactory decision to the appellant, then an appeal may be made to the Superintendent. The Superintendent's decision shall be final.

### **Performance Award**

Executive Assistant will be eligible for an annual performance award up to \$1,000. The performance award will be based upon the Executive Assistant's accomplishments in the performance of duties exceeding normal expectations. Administrators who supervise Executive Assistants are to make a recommendation to the Superintendent for an award. All awards must be approved by the Superintendent prior to payment.

### **Insurance**

#### A. Health

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.

For any executive assistant not participating in the ECS health insurance plan, the employer shall contribute an additional half (.005) of a percent (beginning with the November 24, 2023 payroll) to their VEBA account.

#### B. Life

All Executive Assistants shall be provided a group term life insurance policy with a face value equal to the annual salary of each staff member rounded up to the next thousand dollars multiplied by two (2). The Board will pay ninety percent (90%) of the annual cost of the insurance.

The retiring Executive Assistants may participate in the group term life insurance policy through age seventy (70) (with the exception that such coverage shall not include accidental death or dismemberment) in a face amount as indicated in the preceding paragraph by paying 100% of the group rate premium in excess of that provided in Section 4, Retirement Benefits, paragraph B, Life Insurance.

#### C. Disability

All Executive Assistants who qualify shall be provided a long-term disability insurance policy. Such policy will provide payment of not less than sixty-six and two-thirds (66 2/3) percent of salary after a waiting period of ninety (90) calendar days of disability. The Board will pay ninety percent (90%) of the annual cost of the insurance.

#### D. Liability - Automobile

The employer shall provide primary liability insurance coverage for Executive Assistants who drive school corporation automobiles while performing job duties and responsibilities and secondary liability insurance coverage for Executive Assistants who drive their personal automobiles while performing job duties and responsibilities. Such secondary coverage will begin above the minimum liability required by law or after the executive secretary's liability insurance limit has been reached, whichever is higher, and will extend to the maximum limit of insurance carried by the corporation.

### **Definitions and Eligibility Requirements for Retirement, Severance, Disability and Death Benefits**

#### A. Definitions

1. "Retirement" is defined as the mutually agreeable cessation of the employment relationship between an Executive Assistant and Elkhart Community Schools by such an individual who had made a written application for PERF benefits.
2. "Severance" is defined as the mutually agreeable cessation of the employment relationship between an Executive Assistant and Elkhart Community Schools.

#### B. Eligibility Requirements

1. Retirement

Any Executive Assistant who had ten (10) years or more of recognized service and has reached the age of fifty-five (55), or has twenty (20) years or more of recognized service and has reached the age of fifty (50) years, and who is serving in such capacity at the time of retirement, will be eligible for retirement benefits provided the following conditions are met:

The staff member shall notify his or her supervisor in writing of his or her intent to retire no later than twelve (12) months before the effective date of such retirement. This notice may be waived by the Superintendent.

## 2. Severance

Any Executive Assistant who has completed at least six (6) months of active employment with Elkhart Community Schools will be eligible for severance benefits if he or she submits a written resignation to the Director of Human Resources which specifies the last date of employment and which is delivered to the Director of Human Resources at least twenty (20) working days prior to the last day of employment.

## 3. Disability or Death Prior to Age Fifty (50)

- a. The staff member who becomes permanently disabled (physically or mentally) or dies prior to age fifty (50) and has met the ten (10) year requirement shall be paid severance benefits under this policy. Benefits will be paid at the time of disablement and in the case of death, benefits will be paid to the decedent's estate or designated beneficiary.
- b. **Death** - In addition to the severance benefits provided for in other sections of this policy, upon the death of the staff member, their estate or designated beneficiary shall receive an amount equal to the number of days of accumulated sick leave times the staff member's daily salary.

The surviving unmarried dependent spouse of any Executive Assistant shall be entitled to participate in the basic group health insurance program until eligible for Medicare by paying 100% of the premium.

## Retirement Benefits

### A. Health Insurance

An Executive Assistant who retires from the Elkhart Community Schools and who satisfies the provisions of Section 3-B-1 of this policy may use the amounts held in his/her separate VEBA account, established pursuant to applicable resolutions adopted by the Board of School Trustees and this policy, to pay the full cost of health insurance offered by the Board to its employees provided the following conditions are met:

1. Immediately following retirement, the Executive Assistant and spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter.
  - a. While the retired Executive Assistant and spouse, if any, remain enrolled in the health insurance plan, the retired Executive Assistant and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
  - b. Within ninety (90) days of the retirement date, the Executive Assistant has provided a written request to Elkhart Community Schools for continuing insurance coverage for the Executive Assistant and spouse, if any.
2. When a retired Executive Assistant becomes eligible for Medicare, the Executive Assistant's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired Executive Assistant's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with the applicable Federal and state laws that establish an eligible Executive Assistant's right to continue health insurance for the Executive Assistant and spouse.

### B. Life Insurance

The retiring staff member may participate in the group term life insurance policy through age seventy (70) (with the exception that such coverage shall not include accidental death or dismemberment) in an amount equal to the life insurance, as per Section 2-I-B, by paying 100% of the group rate premium for life insurance in excess of that provided in the following schedule:

1. Period through age sixty-five (65) - equal to the last salary
2. Period age sixty-six (66) through seventy (70) - \$10,000
3. Beyond age seventy-one (71) - 0

#### C. Additional Benefits

1. A retiring executive assistant, who has worked in another classified group and was promoted to the position of executive assistant, is eligible to receive retirement and severance benefits accrued prior to becoming an executive assistant; however, the total benefits paid shall not exceed the maximum benefits set forth in this policy.
2. A retiring executive assistant will be paid his/her daily rate multiplied times the number of years of service in the Elkhart Community Schools.
3. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to an executive assistant who retires, dies, or becomes totally permanently disabled while employed by Elkhart Community Schools. Vacation days earned in the current year shall also be paid prior to retirement, or upon disability termination or death of the employee. In the event of death, the above benefit shall be paid to the decedent's estate.
4. In addition to the above benefits, the actual number of days of accumulated sick leave, not to exceed a maximum of twelve (12) days or forty-five percent (45%) of the accumulated sick leave days, whichever is greater, shall be paid to an administrative assistant at the time of retirement, or the executive assistant's beneficiary in the event of the death of an administrative assistant eligible for retirement.

### **Disability Benefits**

#### A. Health Insurance

1. A disabled staff member who is not otherwise eligible for retirement or severance, who severs employment as a result of his/her disability may participate in all or any part of the health insurance program (except long-term disability) until eligible for Medicare at the same cost as for other Executive Assistants.
2. Any future increase in health insurance premiums as a result of this benefit until eligible for Medicare will be calculated annually as a part of the staff member's fringe benefits.
3. This benefit will be discontinued if the disabled staff member becomes employed on a full-time or calendar year basis, or if other employment qualifies for health insurance benefits. The Board reserves the right to request the employment status of the disabled staff member.

#### B. Life Insurance

The disabled staff member may participate in the group term life insurance policy through age seventy (70) (with the exception that such coverage shall not include accidental death and dismemberment) in an amount equal to the life insurance, as per Section 2-I-B, by paying 100% of the group rate premium for life insurance in excess of that provided in the following schedule:

1. Period through age sixty-five (65) - equal to the last salary
2. Period age sixty-six (66) through seventy (70) - \$10,000
3. Age seventy-one (71) and beyond - 0

#### C. Financial Benefits

The staff member who qualifies for disability benefits will be given the following benefits:

1. Executive Assistants shall be compensated for 1) unused personal business days in the current year of employment, 2) unused vacation days in the current year of employment, and 3) unused vacation days from the previous year of employment.
2. One-half percent (.5%) of the highest salary received times the number of years of recognized service in Elkhart Community Schools prior to becoming an Executive Assistant, and

3. Two percent (2.0%) of the highest salary times the number of years employed as an Executive Assistant.

## **Death Benefits**

### **A. Health Insurance**

The surviving unmarried dependent spouse of any Executive Assistant shall be entitled to participate in the basic group health insurance program until eligible for Medicare by paying 100% of the premium.

### **B. Financial Benefits**

The estate of the Executive Assistant who qualifies will be given the following benefits:

1. One-half percent (.5%) of the highest salary received times the number of years employed in the Elkhart Community Schools prior to becoming an Executive Assistant, and;
2. Two percent (2.0%) of the highest salary times the number of years employed in an Executive Assistant. In addition, upon the death of the Executive Assistant, the estate or designated beneficiary shall receive an amount equal to the number of days of accumulated sick leave times the Executive Assistant's daily salary.

## **VEBA (Voluntary Employee Benefit Account)**

- A. The Board of School Trustees has established a VEBA (Voluntary Employee Benefit Accounts) pursuant to § 501(c)(9) of the Internal Revenue Code. An Executive Assistant must meet the requirements of Section 3-B-1 and retire from employment with Elkhart Community Schools to be vested in the VEBA account.
- B. Executive Assistants employed by Elkhart Community Schools shall be entitled to a contribution equal to one-half percent (1.5%) of each Executive Assistant's salary. This one-half percent (1.5%) contribution will be deposited into the VEBA account on a monthly basis as the base salary is paid.

The terms and conditions for the administration of said VEBA accounts shall be as follows:

1. The amount contributed for each Executive Assistant will be invested in a separate account. There will be no co-mingling of accounts and each Executive Assistant may determine how his/her account shall be invested among the investment options made available by the vendor for the VEBA.
2. Until such time that an Executive Assistant has retired and satisfied the eligibility requirements set forth in this policy, the Executive Assistant shall have no access to the assets held in his/her separate VEBA account.
3. If an Administrator or Executive Assistant retires or otherwise terminates employment before satisfaction of the requirements set forth in this policy, the terminated Administrator or Executive Assistant's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. Therefore, the VEBA accounts of the following Administrators and Executive Assistants will not share in the reallocation of a forfeiture of a VEBA account:
  - a. Administrators and Executive Assistants who forfeited their VEBA accounts in the same year;
  - b. Administrators and Executive assistants who previously forfeited their VEBA accounts; and
  - c. Administrators and Executive Assistants who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of Administrators and Executive Assistants who have attained the age of fifty-nine (59) but who have not terminated employment share in the reallocated forfeiture, but on a reduced actuarial basis.

4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired Executive Assistant may use the amounts held in his/her separate VEBA account, for example, to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the Executive Assistant, spouse, and dependents. Furthermore, following the death of an Executive Assistant who had otherwise satisfied the requirements of this policy, any amounts remaining in the deceased administrator's VEBA account may continue to be used to pay these premiums and expenses of the Executive Assistant's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

## **Physical Examination and Reports**

Executive Assistants may undergo a complete physical examination on a schedule established by the Superintendent.

## **School Closings**

Executive Assistants may elect to work from home when school buildings are closed due to inclement weather.

## **Absences**

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work, except for bus drivers, who should give at least one (1) hour's notice. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an available benefit.

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

## **Illness Absence and Leaves**

### **Personal/Family Illness Absence**

Executive Assistants 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 scheduled paid days in the current year as personal illness days.

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

### **Family Illness**

- A. All Executive Assistants are allowed up to twenty (20) days' leave annually for illness in the immediate family, which is non-accumulative and independent of personal illness/family illness policies. Immediate family shall mean the employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.
- B. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days.

### **Work-Related Injury**

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

### **Personal Leave**

Executive Assistants are entitled to the number of hours equal to three (3) workdays for absence for personal reasons



during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

If an employee retains all three (3) personal leave days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal leave days. The remaining unused personal leave day shall accumulate for retirement. In the event the employee intends to use five (5) consecutive days, the executive assistant must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

Effective January 1, 2020, at the end of each calendar year, if the executive assistant does not elect to roll two (2) personal leave days into the following year, all unused personal leave days shall accumulate for retirement.

### **Support Staff Personal Leave - Procedures**

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

Executive Assistants may take personal business leave at any time upon the approval of the supervisor or authorized designee.

### **Bereavement**

Each Executive Assistant shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death in order to attend to matters related to the death of the family member (attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.). Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively.

"Immediate family" shall mean the employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney.

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

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

Each calendar year, an employee may take one (1) day of bereavement, without the loss of compensation, to attend the funeral of a friend.

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

### **Military Leave**

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

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to a temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay s/he shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem payments will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

### **Health Leave**

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

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons

if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his/her responsibilities.

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

### **Health Leave – Procedure**

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

- A. After all other available benefit days have been exhausted, or
- B. When a physician's statement indicating 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 Human Resources from the appropriate administrator.

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

The cost of any such examination will be paid by the employer. In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

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

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

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

All Executive Assistants 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.

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

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

### **Paid Parental Leave**

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

### **Parental Leave**

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of

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

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

### **Adoptive Leave**

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

### **Foster Care Leave**

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

### **Maternity Leave**

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

### **Vacations and Holidays**

Executive Assistants shall be eligible for fifteen (15) 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 as an Executive Assistant, or when previous employment provided relatively comparable or executive secretarial experience, an Executive Assistant shall be eligible for twenty-five (25) days of vacation each year.

Vacation days will be available to the staff member 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.

### **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. Executive Assistants shall be paid for the following holidays:

New Year's - two (2) days

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Independence Day - two (2) days

Labor Day

Thanksgiving

Friday immediately following Thanksgiving Day

Christmas - two (2) days

Specific dates for items A-1, 5, & 9 must be approved by the immediate supervisor

B. 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.

Revised 3/28/17

Revised 12/12/17

Revised 8/14/18

Revised 12/18/18

Revised 12/10/19

Revised 1/14/20

Revised 11/24/20

Revised 2/9/21

Revised 12/14/21

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Revised 11/22/22

Book Policy Manual  
 Section 3000 Personnel  
 Title PROPOSED REVISED REGISTERED NURSES' COMPENSATION PLAN  
 Code po3422.10S  
 Status Proposed  
 Adopted December 13, 2016  
 Last Revised November 28, 2023  
 Last Reviewed June 25, 2024

**3422.10S - REGISTERED NURSES' COMPENSATION PLAN**

**Registered Nurses' Salary Schedule**

The Board of School Trustees hereby adopts the following wage schedule for Registered Nurses to be effective ~~January 1~~ **July 1, 2024**. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Step	Experience* as Registered Nurse	Salary Elementary Schools	Salary Middle School	Salary High School	Salary District Health Service Coordinator**
1	Less than 1 year	43,635	43,635	48,396	59,000
2	1 year to 3 years	44,993	44,993	49,876	60,000
3	3 years to 5 years	45,959	45,953	50,980	61,000
4	5 years to 7 years	46,644	46,644	51,763	62,000
5	7 years or more	46,943	46,943	52,108	63,000

\* Step placement will be determined on verified past experience. Experience with Elkhart Community Schools will be updated annually, effective on January 1.

\*\* Funded 50% by ProjectAWARE Grant 7/1/2024 - 9/30/2026.

**DIFFERENTIAL FOR CUSTODIAL CARE**

During any month when a registered nurse is required to provide custodial care and lifting for a student, the nurse shall be paid a differential of \$150.00 within that month.

**CAREER INCREMENT SCHEDULE**

Years regularly employed in Elkhart Community Schools	Annual Increment
five (5) or more, but less than ten (10)	\$300.00
ten (10) or more, but less than fifteen (15)	\$600.00
fifteen (15) or more, but less than twenty (20)	\$900.00
twenty (20) or more	\$1,200.00

**School Nurse Certification Incentive Compensation**

Upon submission of proof, Registered Nurses who have earned a School Nurse's Certification by the National Board for Certification of Nurses and have received an effective evaluation for that calendar year will receive a \$1,500 stipend annually in recognition of this endorsement. The stipend will be distributed at the end of each calendar year in which they are employed full-time.

## Stipend

- A. ~~The registered nurse who is assigned the responsibility of ordering and maintaining supplies will be paid a stipend of \$1,100. The Assistant Superintendent of Student Services and the District Counsel/Chief of Staff shall develop a committee with the Nurses to determine additional stipends for registered nurses in addition to the present stipend for ordering and maintaining supplies.~~
- B. ~~The registered nurse who is assigned the responsibility of Health Coordinator will be paid a stipend of \$2,500.00.~~
- C. A registered nurse who is regularly assigned to serve more than one (1) building will be paid a stipend of \$600.

## Fringe Benefits

### A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through 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 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

Registered Nurses 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 at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave.

#### 2. Retirement, Death, or Disability

The benefits listed below are in addition to those in **Registered Nurses' Fringe Benefits**.

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) 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-five (35) 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. When retiring, a Registered Nurse who has ten (10) years of service and is at least fifty-five (55) years of age may select one 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 Registered Nurses employee booklet.

#### **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 his/her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one 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 or less consecutive working days may be approved. The best interests of the school corporation will be considered.

#### **Personal Illness/Family Illness Absence**

Regular school-year classified employees will be awarded twelve (12) days of personal illness/family illness leave each calendar year.

Any unused hours will accumulate as 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.

#### **Family Illness**

As used in this section, "immediate family" shall mean 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.

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

An employee injured in the performance of his/her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two-thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee ment day(s), with or without pay, may be granted by the Superintendent or designee.

#### **Military Leave**

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

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

### **Health Leave**

Through 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 his/her responsibilities.

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

### **Health Leave - Administrative Regulation**

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

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

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

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

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

### **Personal Leave**

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

If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day will accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

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

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

## **Jury and Witness Duty Pay**

### **Jury Duty**

All Registered Nurses 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 case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any litigation in which the employee is a party, or employee relations-related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the foregoing prohibition.

### **Paid Parental Leave**

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

### **Parental Leave**

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

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

Business Office.

### **Adoptive Leave**

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

### **Foster Care Leave**

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

### **Maternity Leave**

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

### **Holidays**

Registered Nurses 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:

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

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

### **Payment of State Licensing Fees**

The Elkhart Community Schools will reimburse each Registered Nurse for the biennial licensing fee paid to the State of Indiana by the nurse.

Revised 1/1/17

Revised 12/12/17

Revised 12/18/18

Revised 12/10/19

Revised 11/24/20

Revised 12/14/21

Revised 11/22/22

ACCOUNT BALANCES/INVESTMENT DETAIL  
May 2024

CASH:

Petty Cash	\$ 500.00
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BANK ACCOUNTS:

Everwise Credit Union	\$ 3,008,407.56
Lake City Bank – Accounts Payable	(2,017,152.96)
Lake City Bank – Payroll Account	(416,470.07)
Lake City Bank – Flex Account	75,793.43
Lake City Bank – Merchant Account	-
Lake City Bank – Prepaid Lunch	1,113,347.91
Lake City Bank – Deposit Account	30,176,491.16

INVESTMENTS:

Certificate of Deposit	-
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**\$ 31,940,917.03**