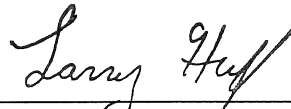


PUBLIC WORK SESSION
OF THE
BOARD OF SCHOOL TRUSTEES
Elkhart Community Schools
Elkhart, Indiana

NOTICE OF MEETING CANCELLATION

Date: Tuesday, November 12, 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, November 7, 2024,
and electronically delivered to Board Members
and School Attorney on Friday, November 8, 2024.

NOTICE OF EXECUTIVE SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

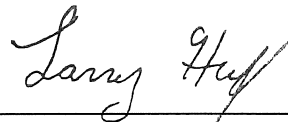
Elkhart Community Schools
Elkhart, Indiana

Date: Tuesday, November 12, 2024

Time: 6:00 p.m.

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

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



Superintendent of Schools

Posted and electronically delivered
to News Media on Thursday,
November 7, 2024 and electronically
delivered to Board Members and School
Attorney on Friday, November 8, 2024.

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

November 12, 2024

CALENDAR

Nov 12 6:00 p.m. Executive Session, J.C. Rice Educational Services Center
Nov 12 7:00 p.m. Regular Board Meeting, J.C. Rice Educational Services Center
Nov 26 6:00 p.m. Public Work Session, J.C. Rice Educational Services Center
Nov 26 7:00 p.m. Regular Board Meeting, J.C. Rice Educational Services Center

- A. CALL TO ORDER
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. PUBLIC COMMENT
- E. IREAD PERFECT SCORES
- F. EXCELLENCE OF ELKHART
- G. TRANSPORTATION UPDATE
- H. CONSENT ITEMS:

- Minutes – October 22, 2024 – Public Work Session
- Minutes – October 22, 2024 – Regular Board Meeting
- Minutes – November 1, 2024 – Special Board Meeting
- Claims
- Fundraisers
- Gift Acceptances
- Extra-Curricular Purchases
- Conference Leaves
- Contracts
- Personnel Report

I. NEW BUSINESS

Tentative Agreement – Consideration of a tentative agreement with the Elkhart Teachers Association (ETA) for a new collective bargaining agreement.

Resolution – The administration recommends approval of a Resolution authorizing supplemental payments to teachers in excess of the salary specified in the school corporation’s compensation plan, who are providing instruction to students beyond the normal load expected of teachers.

J. OLD BUSINESS:

2025 Board Meeting Schedule – The administration presents the proposed Board Meeting Schedule for 2025 for final consideration.

2024-2025 Student Parent Guide – The administration presents the proposed 2024-2025 Student Parent Guide for final consideration.

Board Policy 0165 – Notification of Board Meetings – The administration presents proposed revisions to Board Policy 0165 – Notification of Board Meetings for final consideration.

Board Policy 0164.1 – Regular Meetings; Board Policy 0164.2 – Special Meetings; Board Policy 0164.3 – Emergency Meetings; Board Policy 0164.5 – Member Participation in Meetings Through Electronic Means of Communication; Board Policy 0164.6 – Meetings During Declared Disaster Emergencies; Board Policy 0165.3 – Notice of Emergency Meetings; and Board Policy 0165.5 – Series of Meetings (Gatherings) – The administration recommends the rescission of the above referenced policies for final consideration.

Board Policy 5460 – Graduation Requirements – The administration presents proposed revisions to Board Policy 5460 – Graduation Requirements for final consideration.

K. INFORMATION AND PROPOSALS

From Superintendent and Administrative Staff

From Board

L. ADJOURNMENT

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

Elkhart Community Schools
Elkhart, Indiana

October 22, 2024

J.C. Rice Educational Services Center, 2720 California Road, Elkhart,
Indiana 46514 – at 6:02 p.m.

Place/Time

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

Roll Call

Board Members Absent: Jeffrey S. Bliler

Presenter: Tony England

The Board was presented an Exceptional Learners Update by Tony England,
Director of Exceptional Learners.

Topics
Discussed

The meeting adjourned at approximately 6:49 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 REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

October 22, 2024

J.C. Rice Educational Services Center, 2720 California Road, Elkhart, IN 46514 – at 7:01p.m.		Place/Time
Board Members Present:	Troy E. Scott Douglas K. Weaver Anne M. VonDerVellen	Mike Burnett Dacey S. Davis Kellie L. Mullins
Board Members Absent:		Jeffrey S. Bliler
Board President Troy Scott called the regular meeting of the Board of School Trustees.		Call to Order
Board Secretary Anne VonDerVellen recited the Elkhart Promise.		The Elkhart Promise
One (1) audience member expressed concerns about transportation.		Public Comment
Mr. Scott opened and held a public hearing on the 1028 Projects and Additional Appropriations in regard to the Series B & C Bonds. Zac Quiett, Chief Financial Officer, explained these bonds will fund cosmetic improvements to all Elkhart Community Schools’ (ECS) buildings as well as some bus replacements and curricular materials projects. Additionally, Mr. Quiett noted these bonds will keep the tax rate neutral and will not increase the public tax rate. With no comments from the audience, the hearing was closed.		Public Hearing
Erin Wagler, Director of Communication, shared some of the wonderful things happening in ECS during the Excellence of Elkhart highlighting Academics, Arts, and Athletics.		Excellence of Elkhart
In the area of Academics, October marks Careers in Construction Month, and Elkhart Area Career Center (EACC) Construction Trades second-year students are hard at work on the annual house build, where they construct an entire home from the ground up. Students who complete this program will have the chance to test for Carpentry Level 1 Apprentices Certification through the Central Midwest		

Carpenters Union. ECS is committed to ensuring our students are ready for successful careers!

Hispanic Heritage Month, celebrated from mid-September to mid-October, inspired schools across the district to create engaging cultural educational experiences. From shadow boxes at the Freshman Division to art projects, creative bulletin boards, and cultural dances at Mary Daly, as well as a celebration evening at Roosevelt STEAM Academy, the festivities were vibrant and diverse.

ECS is thrilled to recognize Mr. Andrew Scupham at Mary Feeser, who has been named Junior Achievement of Elkhart County's Teacher of the Year. Congratulations, Mr. Scupham!

The EACC Cardiology EMT class has been focused on developing CPR skills. Second-year students, who have completed the CPR Instructor class, are now teaching proper CPR techniques to first-year students. It's a fantastic learning opportunity for everyone involved!

In the area of Arts, the Elkhart Education Foundation (EEF) celebrated their 10th anniversary with a Student Showcase featuring a variety of art forms, including vocal and instrumental performances, as well as painting and drawing. ECS is grateful for the EEF's support of our students and teachers.

ECS had a fantastic turnout for both nights of the String Festival at Elkhart High School (EHS), where parents and community members enjoyed performances by students in grades 6 - 12 showcasing their talents with string instruments.

EHS Photo 1 class has been expanding their skill set this semester by using new light wands to create luminous images and experiment with light in photography. Their creativity shines through in the remarkable images they have produced!

In the area of Athletics, EHS is excited to have twenty-seven (27) athletes named to All-Conference in the Northern Indiana Conference (NIC). Also, the Elkhart Lions Football team was named 2024 NIC Conference champions and are currently undefeated in the NIC conference this season.

Some upcoming events across Elkhart Schools include:

- October 24-28: Fall Break
- October 31: Track or Treat
- November 11: Veterans Day
- November 14: Parent University
- November 16: Districtwide Chess Tournament

For more information about Elkhart Schools, follow us on social media and the ECS website.

Lisa Ernsberger, Director of Professional Learning, introduced Dan Walsh, an EHS teacher with a background as a naval flight officer in the Navy's maritime patrol and reconnaissance division. With 20 years of teaching experience, this is his fourth year in the district. Mr. Walsh is certified in earth science, astronomy, technology, aviation, and business, and he teaches AP and dual credit physics, physics, and aeronautical engineering at Elkhart High School. He also serves as an adjunct professor at Ivy Tech and IU South Bend, where he teaches physics, astronomy, and STEM education methods for primary and secondary educators. Mr. Walsh also recognized ECS teacher Elona Yoder who runs the Science Olympiad team, works in the Center for Civic Innovation, assisted in the summer stem camps, and participated in the QuarkNet program this past summer.

Notre Dame
QuarkNet
Summer
Research
Update

The QuarkNet program partners high school students and teachers with particle physicists from local universities, such as Notre Dame, to engage in advanced research in particle physics. The program, supported by the Department of Energy, Notre Dame, Fermilab, and the National Science Foundation, aims to inspire the next generation of physics researchers by involving teachers in research and enabling them to bring modern physics concepts into their classrooms.

Teachers in QuarkNet meet regularly during the school year and participate in a six-week summer research program, gaining both knowledge and graduate credits. Students recommended by participating teachers also join in the summer research, collaborating with professors, producing research posters, and presenting their work at Notre Dame. The program provides students with research credit and a stipend, which enhances their college applications and helps them stand out. Many alumni have gone on to prestigious institutions like the Naval Academy, Stanford, Duke, and Notre Dame, illustrating the program's impact on students' academic and career prospects.

Mr. Walsh introduced three (3) participating ECS students in the QuarkNet program:

- **Duncan Lefever** presented an overview of his project on Compact Muon Solenoid Detectors.
- **Aangee Mehta** discussed her work with High-Altitude Cosmic Ray Detectors.
- **Olivia Eversole** shared insights on her project related to St. Benedict's Beta-Neutrino Decay.

Each student gave a brief introduction of themselves and described their research projects.

Dr. Huff and Board Members praised Mr. Walsh for his outstanding presentation, calling it a prime example of Elkhart’s excellence and the impact of its educational opportunities. They acknowledged the remarkable achievements and character of the participating students, commending their intelligence, kindness, and supportive families. They highlighted Mr. Walsh’s dedication and advocacy for advancing programs like QuarkNet, expressing eagerness to continue supporting such initiatives that empower Elkhart students to excel and make a difference.

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

Minutes – October 8, 2024 – Regular Board Meeting Minutes

Payment of claims totaling \$7,027,115.60 as shown on the October 22, 2024, 2024, claims listing. (Codified File 2425-047) Payment of Claims

Proposed school fundraisers in accordance with Board policy. (Codified File 2425-048) Fundraisers

The following donations were made to Elkhart Community Schools (ECS): \$500 from Chris’s Machine Repair LLC to West Side Orchestra to be used to assist with the program in providing quality equipment, music and materials; \$500 from Wieland Designs to the EACC for the Bruce Poarch Automotive Heritage Scholarship; \$500 from Martins Bros. Contracting, Inc. to the EACC for the Bruce Poarch Automotive Heritage Scholarship; \$1,000 from Gurley Leep to the EACC for the Bruce Poarch Automotive Heritage Scholarship; \$1,000 from the Community Foundation of Elkhart County (CFEC) on behalf of the Scott and Vonnie Trumble Charitable NE fund to the EACC for the Bruce Poarch Automotive Heritage Scholarship; \$500 from Whitefort Kenworth to the EACC for the Silver Level of the Sponsorship program; \$1,000 from the Foundation of Early Childhood Excellence to the EACC for the Gold Level of the Sponsorship program; \$1,000 from Growing Kids to the EACC for the Gold Level of the Sponsorship program; \$5,000 from Monteith’s Best-One Tire & Service to the EACC for the Platinum Level of the Sponsorship program; \$10,000 from MacAllister Machinery to the EACC for the Diamond Level for the Sponsorship program; \$500 from the Elkhart Education Foundation to the Pierre Moran Bring Change to Mind group to be used towards the cost of supplies for their event; \$250 from MORyde International, Inc. to the Pierre Moran Bring Change

to Mind group to be used towards the cost of supplies for their event; \$500 from Ranger Distribution, Inc. to ElkLogics Robotics to be used to purchase supplies, equipment, and competition entry fee; and \$200 from Rio's Rainbow to Pierre Moran Bring Change to Mind group to be used towards the cost of supplies for their event.

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the October 22, 2024 listing. (Codified File 2425-049) Conference Leave Requests

Submission Confirmation of the following grant: Summer of Learning Grant 2025 hosted by Indiana Department of Education in the amount of \$18,000 to be used to offset district costs for summer professional development. (Codified File 2425-050) Grants

Contract recommendations in accordance with Board policy on the October 22, 2024 listing. (Codified File 2425-051) Contracts

Personnel Report

Employment of the following two (2) certified staff effective on date indicated: Certified Employment
Ryan Fellows – Social Studies at Pierre Moran, 10/21/24
Mary Lange – Kindergarten at Osolo, 10/22/24

Resignation of the following two (2) certified staff effective on date indicated: Certified Resignation
Laura Crull – Foreign Language at Elkhart High, 5/29/25
Katie Hertsel – Special Education at Elkhart High, 10/23/24

Employment of the following thirteen (13) classified employees effective on the dates indicated: Classified Employment
Bryonna Aguirre – Registered Behavior Technician at Roosevelt, 12/9/24
Krystal Coons – Bus Helper at Transportation, 12/9/24
Kylee Dozier – Food Service at Elkhart High, 12/9/24
Liliana Embriz – Social Worker at Mary Daly, 12/5/24
Allison Fenske – Site Coordinator at Pierre Moran, 11/25/24
Mariah Harney – Bus Driver at Transportation, 11/26/24
Jennifer Hudnall – Custodian at Woodland, 11/25/24
Andrea Lee – Bus Driver at Transportation, 11/26/24
America Martinez Lopez – Secretary at Elkhart High, 12/2/24
Alegacy McBride – Bus Helper at Transportation, 12/10/24
Yvette Mercado – Secretary at Bristol, 12/3/24

Maria Vazquez Flores – Paraprofessional at HELC,
12/9/24
Cynthia Wheeler – Bus Helper at Transportation,
12/9/24

Transfer of the following three (3) classified employee effective for the 2024-25 school year: Classified Transfer

John Poe – Custodian at Bristol to Swing Custodian at Eastwood/Pinewood
Sharon Wilson – Custodian at Eastwood to Head Custodian at Cleveland
Crystal Zullo – Paraprofessional at Pride to Secretary at Pride

Employment of the following twelve (12) substitute teachers for employment in the 2024-25 school year: Substitute Teachers

Dominic Ball – Retired Substitute Teacher
Kristin Dutton – Substitute Teacher
Timothy Eldridge – Retired Substitute Teacher
Tina Emerick – Substitute Teacher
Laura Gernand – Substitute Teacher
Johan Godwaldt – Substitute Teacher
Cherri Jackson – Substitute Teacher
Annette Mast – Retired Substitute Teacher
Haley Masten – Substitute Teacher
Ronald Newhouse – Substitute Teacher
Leigh Todd – Retired Elkhart Substitute Teacher
Brent Wolff – Retired Elkhart Substitute Teacher

Employment of the following five (5) Claims/Coaches in the 2024-25 school year: Claims/Coaches

Richard Pontius – Substitute Custodian at Building Services
Jessalyn Rink – Bus Driver Trainee at Transportation
Cory Shields – Bus Driver Trainee at Transportation
Cynthia Smith – Substitute at Food Services
Terrell Street – Coach at North Side

Resignation of the following four (4) classified employee on dates indicated: Classified Resignations

Amy Jingst – Substitute at Food Service, 10/10/24
Crystal Law – Security at Elkhart High, 10/18/24
Christina Stebleton – Technical Assistant, 10/3/24
Erika Sullivan – Food Service at Elkhart High, 10/7/24

Termination of the following three (3) classified employee on date indicated: Classified Termination

Gina Birr – Coach at West Side, 10/4/24 in accordance with Board Policy 3139.01S

Donisha McBride – Bus Helper at Transportation,
10/22/24 in accordance with Board Policy 3139.01S
Amber McCarty – Bus Driver at Transportation, 10/22/24
in accordance with Board Policy 3139.01S

By unanimous action, the Board approved the submission of the Fall Common School Fund Loan Petition. (Codified File: 2425-052)	Common School Fund Loan
Doug Thorne, District Counsel/Chief of Staff, presented a proposed Board Meeting Schedule for 2025 for initial consideration.	2025 Board Meeting Schedule
Mr. Thorne presented the proposed 2024-2025 Student Parent Guide for initial consideration.	2024-2025 Student Parent Guide
Mr. Thorne presented proposed revisions to Board Policy 165 – Notification of Board Meetings for initial consideration. The proposed revisions consolidate numerous bylaws governing board meetings into one consolidated bylaw.	Board Policy 165
Mr. Thorne presented proposed rescission of the bylaws in Board Policies 164.1 – 164.6 and 165.5 upon the approval of Board Policy 165.	Rescission of Policies
Mr. Thorne presented proposed revisions to Board Policy 5460 – Graduation Requirements for initial consideration. The proposed revisions enable students to earn physical education credit through participation in activities like Jr. ROTC, marching band, competitive athletics, and other extracurricular programs that involve significant physical activity and meet academic standards for physical education. This change aligns with guidance from the State Board of Education.	Board Policy 5460
Mr. Quiett reviewed each of the following proposed resolutions prior to a vote: Ordinance or Resolution for Appropriations and Tax Rates; Resolution to Adopt the 2025 Bus Replacement Plan; Resolution to Adopt the 2025 Capital Projects Fund Plan; Resolution to Transfer Amounts from Education Fund to the Operations Fund; Resolution to Reduce Budgets; Resolution for Tax Anticipation Warrant; and Tax Neutrality Resolution.	2025 Budget Adoption
By unanimous action, the Board adopted all proposed Resolutions. (Codified File: 2425-053)	
By unanimous action, the Board adopted a Resolution Confirming Amendment of the First Amendment to Lease and Approving the Issuance of the Bonds and Related Metters – 2024B Multi-Facility Renovation and Update and Bus/Vehicle Purchase Project and 2024C	Resolution

Multi-Facility Renovation and Update and Curricular Materials Purchase Project. (Codified File: 2425-054)

By unanimous action, the Board adopted a Resolution Approving Additional Appropriations of 2024B and 2024C Bond Proceeds and Interest Earnings and Related Matters. (Codified File: 2425-055) Resolution

The Board received a financial report from Zac Quiett, Chief Financial Officer, for September 2024 and found it to be in order. Mr. Quiett noted spending continues to outpace our revenues, however, there has been a slight decrease in the gap; therefore, he is optimistic about reversing this trend soon. Financial Report

The Board received an insurance update for the month of September 2024. Mr. Quiett reported a slight decrease in claims, which is a positive sign as new rates for the 2025 plan are being set. Although claim activity remains slightly higher than anticipated, it's within a reasonable range—about a 3% variance, which isn't significant. Insurance Report

Superintendent Dr. Larry Huff thanked the educators involved in the young adult program for their dedication to these students as well as a special thanks to Mr. England for his coordination efforts. Tonight was a wonderful opportunity to showcase the entrepreneurial spirit of these young adults and the positive impact they're making in our community. Thank you to all the teachers supporting these remarkable individuals. From the Superintendent

Dr. Huff thanked all the parents who attended the three (3) public forums last week to discuss the ECS middle school transition. There was a strong turnout, and he appreciated the thoughtful questions asked. He looks forward to providing a preliminary update at the next Board meeting and will continue sharing monthly updates.

Dr. Huff encouraged everyone to visit the ECS website to review the district's responses to questions and welcomed additional inquiries. The administration will continue to transcribe and post all questions on the website as they come in to keep the community informed.

Dr. Huff addressed a parent concern raised during public comment at the last Board meeting, emphasizing the importance of openly sharing the administration's response. Mrs. Cripe promptly met with the family to address their concerns, creating a plan for the child with ongoing follow-up, which has been successful so far. Dr. Huff expressed appreciation for the responsiveness of Mrs. Cripe and the building principal, reaffirming the administration's commitment to keeping parents informed and resolving issues quickly.

As a first-time superintendent, Dr. Huff proudly announced the administration has reached a tentative agreement with the Teachers

Association. He expressed gratitude to the ETA leadership and administrative team and looks forward to the Board approving this agreement in a few weeks. Additionally, ECS is committed to promptly addressing the needs of classified staff and will soon present a proposal for all support staff to the Board. He thanked Mr. Thorne and the team for their swift efforts in this process.

Dr. Huff urged parents to have ongoing discussions with their children about keeping weapons at home, expressing concern over the number of calls he's received regarding missing weapons and the implications of parents inquiring if their weapon is at school. While ECS has thankfully not experienced any incidents, this remains a serious issue. He emphasized the importance of securing weapons at home and discussing with children the necessity of not bringing anything dangerous to school, reinforcing that schools must be safe environments for all and that everyone needs to collaborate to maintain this safety.

Dr. Huff expressed his pride in the Elkhart Lions Football team for winning their first NIC championship. He mentioned that their last championship dated back to the 1980s, which is significant, and highlighted that the EHS Lions are now in a new era, marking a fresh start for the team. He encouraged everyone to attend next Friday's game as EHS hosts Fort Wayne Snyder, presenting a great opportunity to support the young men and see their hard work and dedication on the field.

In closing, Dr. Huff told teachers, Board members, and administrators to enjoy a well-deserved fall break!

Board Member Anne VonDerVellen recognized Eastwood's "Masked Reader" event, part of their literacy promotion program, with a shout-out. The event featured the unveiling of masked readers, which thrilled students who were eager to discover each reader's identity. Teachers selected books on kindness, friendship, and perseverance, making the event both inspiring and memorable—a fun, creative way to get kids excited about reading.

From the
Board

Dr. Huff added that he visited Bristol's morning family-style meeting, where Principal Tim Pedley and Academic Dean Tracy Martin gathered students in the gym. Students discussed personal goals, goal setting, and the life skill of the month, *initiative*. Dr. Huff was impressed by the positive school culture and the preparedness of even the kindergarteners, noting their clear understanding of academic goals. Under Mr. Pedley's leadership, Bristol is expected to exceed academic benchmarks, thanks to the high level of student engagement and awareness.

Dr. Huff shared that every elementary school in Elkhart has exceeded last year's attendance averages. A special thanks to Director of Student Services Lindsey Brander for providing this data. Each school has reported a higher attendance rate this year, with an overall rate exceeding 95%, which is up a few percentage points from last year. Middle schools are only half a percent off, and high schools are also very close to their targets. Tracking attendance has been more challenging this year, so gratitude is extended to parents for their efforts in bringing their children to school, as learning cannot occur without their presence. Additionally, appreciation is expressed to the administrators, teachers, and support staff for making the extra phone calls as needed and most importantly, creating an environment that encourages students to want to come to school each day.

Mr. Scott thanked Dr. Huff for addressing the public comments from the last Board meeting. When parents or community members attend these meetings to share their concerns or opinions, it's crucial they feel heard. While the Board cannot take immediate action or comment during these sessions, it can sometimes create an awkward atmosphere. I want to assure everyone Board Members are listening and there is action taking place behind the scenes. It's important for the community to know their time is not wasted; we value their input and are committed to being transparent and responsive.

In closing, Mr. Scott expressed how refreshing it was to witness the excitement of Duncan Lefever, Aangee Mehta, and Olivia Eversole and their achievements. The enthusiasm displayed by these young students was truly inspiring, showcasing the potential that lies within all students. He emphasized the importance of finding ways to tap into this potential. By working together as teachers, parents, board members, and as a district, he believes we can harness this energy. Mr. Scott is confident that doing so will lead to significant accomplishments for ECS students.

The meeting adjourned at approximately 8:01 p.m.

Adjournment

APPROVED:

Signatures

Troy E. Scott, President

Douglas K. Weaver, Vice President

Anne M. VonDerVellen, Secretary

Jeffrey S. Bliler, Member

Mike Burnett, Member

Dacey S. Davis, Member

Kellie L. Mullins, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

November 1, 2024

J.C. Rice Educational Services Center, 2720 California Road, Elkhart, IN 46514 – at 2:33p.m. Place/Time

Board Members Present:	Troy E. Scott Douglas K. Weaver Anne M. VonDerVellen	Mike Burnett Dacey S. Davis Jeffrey S. Bliler Kellie L. Mullins	Roll Call
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Board President Troy Scott called the regular meeting of the Board of School Trustees. Call to Order

The Board reviewed the tentative agreement to the Master Contract expiring June 30, 2025 with the Elkhart Teacher’s Association (ETA). A complete copy of the Master contract, incorporating the terms of the tentative agreement was posted, as required by IC §20-29-6-19, on the district website, October 29, 2024 at 2:30 p.m. Review of Tentative Agreement

Doug Thorne, District Counsel/Chief of Staff, highlighted the proposed changes which included the following: an increase to the number of weeks of paid maternity leave from three (3) weeks to six (6) weeks for vaginal delivery, and from four (4) weeks to eight (8) weeks for delivery by cesarean section; an increase to the school corporation’s contribution to health and dental insurance premiums allowing for a reduction to premiums paid by employees participating in the health and dental insurance plan; a half (.5%) percent increase in contributions to the teachers’ Voluntary Employee Benefits Association (VEBA) plan account; a revision to the attendance incentive plan for teachers allowing for payment by semester; newly hired teachers with no prior experience have a starting salary of \$46,000; teachers with a highly effective or effective evaluation rating will be eligible for a two-thousand (\$2,000) dollar increase to the teachers base salary; teachers who obtained a content area Masters Degree will be eligible for an additional one-thousand (\$1,000) dollar increase to the teachers base salary; increase the retention stipend to \$1,000 and only applicable to teachers employed by Elkhart Community Schools in the prior school year; increase to the base salary on the Added Pay Schedule; and the addition of Translator/Interpreter, Girls Wrestling Head Coach and Assistant Coach, and Boys Volleyball Head Coach and Assistant Coach to the Added Pay Schedule. This agreement will expire on June 30, 2025.

The administration plans to bring this tentative agreement to the Master

Contract to the Board for approval on November 12, 2024.

The meeting adjourned at approximately 2:41 p.m.

Adjournment

APPROVED:

Signatures

Troy E. Scott, President

Douglas K. Weaver, Vice President

Anne M. VonDerVellen, Secretary

Jeffrey S. Bliler, Member

Mike Burnett, Member

Dacey S. Davis, Member

Kellie L. Mullins, Member



MARY DALY ELEMENTARY SCHOOL
1735 STRONG AVENUE • ELKHART, IN 46514
PHONE: 574-295-4870



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

Date: 10/13/2024

TO: Larry Huff
Board of Trustees

From: Shirley Elliott
Mary Daly Elementary

Re: Donation Approval- Mary Daly Elementary

A donation from Farm Bureau in the amount of \$1,000 was awarded to the Purdue University Extension Educator for 4-H Youth Development at Mary Daly Elementary. This contribution will be utilized to supply materials for Mary Daly Elementary's new 4-H after school program.

Beginning in January 2025, the Purdue University Extension Educator will provide the necessary supplies for our poultry and garden 4-H Club, which will enhance our educational offerings and support our youth development initiatives.



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: October 31, 2024

TO: Dr. Larry Huff
Board of School Trustees

FROM: Cary Anderson (Principal)
Nick Seidl (Teacher/Sponsor)

RE: Donation Approval

Elkhart High School received a donation of \$525.00 from Airxcel. The donation will be used to pay for snacks, equipment and competition registrations for the AFJROTC Extra Curricular Program.

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

Airxcel
C/O Rosie Napier
2965 LaVanture Place
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: October 18, 2024

TO: Dr. Larry Huff
Board of School Trustees

FROM: Cary Anderson (Principal)
Nick Seidl (Teacher/Sponsor)

RE: Donation Approval

Elkhart High School received a donation of \$1,300.00 from the Bristol American Legion Post 143. The donation will be used to pay for snacks, equipment and competition registrations for the AFJROTC Extra Curricular Program.

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

Bristol American Legion Post 143
905 Maple St.
Bristol, IN 46507



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: 11/6/2024

TO: Dr. Larry Huff
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 has been given to the Elkhart High School Athletic Department, from DistrictWON via T-Mobile Sponsorship. These funds will be used to assist with the growth and development of our athletic programs.

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:

Fitzpatrick Media Group, LLC
DBA DistrictWON
19071 Old Detroit Rd #200
Rocky River, OH 44116



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: 11/07/2024

**TO: Dr. Larry Huff
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 \$514.15 has been given to the Elkhart High School Athletic Department, from McDonald's. These funds will be used to assist with the growth and development of our Athletic Programs

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:

**McDonald's of Greater Indiana
% Estephan Awad
40 Monroe Center St. NW STE202
Grand Rapids, MI 4651**



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: 11/6/2024

TO: Dr. Larry Huff
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 \$7,050 has been given to the Elkhart High School Athletic Department, from Phyllis Tubbs. These funds will be used to assist with the growth and development of our athletic programs.

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
71075 Dawn Drive
Union, MI 49130



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: October 31, 2024
TO: Dr. Larry Huff
Board of School Trustees
FROM: Cary Anderson (Principal)
Kristin Baker (Teacher/Sponsor)
RE: Theatre Donation Approval

Elkhart High School received a donation of \$500.00 from JLB Builders, LLC. The donation is in support of the Theatre department extra-curricular Activity and will be used to purchase supplies, costumes, set construction, decorations, and student snacks for upcoming productions.

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

JLB Builders, LLC
30587 County Road 24
Osceola, IN 46561




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: October 18, 2024

TO: Dr. Larry Huff
Board of School Trustees

FROM: Cary Anderson (Principal)
Nick Seidl (Teacher/Sponsor) 

RE: Donation Approval

Elkhart High School received a donation of \$2,500.00 from Lippert. The donation is in support of the ElkLogics Robotics extra-curricular activity and will be used to purchase supplies, equipment, and competition entry fees.

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:

Lippert
C/O Kara Bauman
52567 Independence Ct.
Elkhart, IN 46514



PIERRE MORAN MIDDLE SCHOOL
200 WEST LUSHER AVENUE • ELKHART, IN 46517
PHONE: 574-295-4805



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

Date: October 31st, 2024
To: Board of School Trustees
From: Jeff Hemmerlein, PMMS Principal
RE: Donation Approval

We have received an extracurricular donation in the amount of \$300.00 for Pierre Moran Middle School's Bring Change to Mind group. This donation will go towards the cost of supplies for this event.

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:

Mr & Mrs. Cronkhite
52145 County Road 1
Granger, IN 46530

Sincerely,

Jeff Hemmerlein
Pierre Moran Middle School Principal



PIERRE MORAN MIDDLE SCHOOL
200 WEST LUSHER AVENUE • ELKHART, IN 46517
PHONE: 574-295-4805



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

Date: October 31st, 2024
To: Board of School Trustees
From: Jeff Hemmerlein, PMMS Principal
RE: Donation Approval

We have received an extracurricular donation in the amount of \$300.00 for Pierre Moran Middle School's Bring Change to Mind group. This donation will go towards the cost of supplies for this event.

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

Sports Time
1001 Parkway Ave Ste 7
Elkhart, IN 46516

Sincerely,

Jeff Hemmerlein
Pierre Moran Middle School Principal



PIERRE MORAN MIDDLE SCHOOL
200 WEST LUSHER AVENUE • ELKHART, IN 46517
PHONE: 574-295-4805



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

Date: October 31st, 2024
To: Board of School Trustees
From: Jeff Hemmerlein, PMMS Principal
RE: Donation Approval

We have received an extracurricular donation in the amount of \$225.00 for Pierre Moran Middle School's Bring Change to Mind group. This donation will go towards the cost of supplies for this event.

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

Tri Kappa
20979 Riverbrook Lane
Bristol, IN 46507

Sincerely,

Jeff Hemmerlein
Pierre Moran Middle School Principal



BUSINESS OFFICE

PHONE: 574-262-5563



ELKHART COMMUNITY SCHOOLS

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

**TO: DR. HUFF
SUPERINTENDENT**

**FROM: ZAC QUIETT
CHIEF FINANCIAL OFFICER**

DATE: NOVEMBER 12, 2024

RE: EXTRA-CURRICULAR PURCHASE


THE BUSINESS OFFICE RECOMMENDS BOARD APPROVAL TO PURCHASE THE FOLLOWING ITEMS FROM EXTRA-CURRICULAR FUNDS:

SCHOOL/ACCOUNT	ITEM	AMOUNT
WEST SIDE/CHEER	UNIFORMS, POMS, & BACKPACKS	\$2,126.35
WEST SIDE/BASKETBALL	UNIFORMS	\$6,300.00
PIERRE MORAN/ATHLETICS	CHEER UNIFORMS	\$2,773.62



WEST SIDE MIDDLE SCHOOL
101 SOUTH NAPPANEE STREET • ELKHART, IN 46514
PHONE: 574-295-4815

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

To: Dr. Huff
From: Brent Curry / Kerry Leader 
Date: October 29, 2024
Re: Extra-Curricular Purchase

The West Side Cheer Team would like to purchase new uniforms, poms and backpacks from the Cheer account. The cost is \$2,126.35 from Cheerleading.com. The account has enough to cover this purchase and it would outfit the West Side sideline cheerleaders for this and future seasons to come.



AVERAGE UNIFORM MANUFACTURING TIME IS 3-5 WEEKS






Shopping Cart



Estimate Shipping and Tax ▼

Subtotal	\$2,017.35
Shipping (Ground Shipping)	\$109.00
Order Total	\$2,126.35

Proceed to Checkout

Item	Price	Qty	Subtotal
------	-------	-----	----------

Item	Price	Qty	Subtotal	
	<p><u>Cheer Uniform Spirit Pack 1</u></p>	<p>\$69.50</p>	<p>14</p>	<p>\$973.00</p>
<p>Top: Stock Round Neck Racerback Cheer Uniform Shell Top(SKU: U28160R) (Color: Black) (Size: AS: 2, AM: 8, AL: 1, AXL: 1, A4L: 1, A5L: 1)</p> <p>Skirt: Stock A-Line Skirt with Hem Inset(SKU: U14724E) (Color: Black) (Size: AS: 5, AM: 5, AL: 1, AXL: 1, A4L: 1, A5L: 1)</p>				
				
	<p><u>6" Solid Metallic Baton Handle Pom</u></p>	<p>\$12.99</p>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">20</div>	<p>\$259.80</p>
<p>Color: Metallic Black</p>				
 				

Item	Price	Qty	Subtotal
 <p><u>6" Solid Metallic Baton Handle Pom</u> Color: Metallic Red</p>	\$12.99	<input type="text" value="20"/>	\$259.80
 <p><u>Spirit Defined Backpack with CHEER Imprint</u> Color: Black</p>	\$20.99	<input type="text" value="25"/>	\$524.75



Clear Shopping Cart

Apply Discount Code





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WEST SIDE MIDDLE SCHOOL
101 SOUTH NAPPANEE STREET • ELKHART, IN 46514
PHONE: 574-295-4815



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

To: Dr. Huff
From: Brent Curry / Kerry Leader 
Date: October 18, 2024
Re: Approval for payment of New Basketball Uniforms

West Side Middle School is requesting approval to pay for new Girls and Boys basketball uniforms from the Basketball accounts and Athletic extracurricular account. The cost of the bill is \$6,300.00 which would get 30 Boys and 30 Girls reversible uniforms. The uniforms would be for both 7th and 8th Boys and Girls Basketball Teams.

The equipment is being purchased from

BSN Sports
PO Box 841393
Dallas, TX 75284



PO Box 841393
Dallas TX, 75284-1393
Tel: 1-800-527-7510 | Fax: 1-800-899-0149
Visit us at www.bsnsports.com

Cart Number	3ec39544-d98d-4017-84af-c026c664547a
Ordered By	Ryan Kennard
Payment Terms	--
Quote Created	10/18/2024

Sold To
2157907
Westside Middle School
101 S. Nappanee Street
ELKHART, IN 46514

Ship To
2157907
Westside Middle School
101 S. Nappanee Street
ELKHART, IN 46514

Payer
2157907
Westside Middle School
101 S. Nappanee Street
ELKHART, IN 46514

Catalog	Name	Type	Sku	Size	Qty	Unit Price	Total
BSN7289Z	Assist Womens Basketball Rev Jersey	Tops	BSN7289ZL	LRG	30	\$52.50	\$1,575.00
BSN70370Z	ASSIST WOMENS 5" BASKETBALL REV SHORT	Shorts	BSN70370ZL	LRG	30	\$52.50	\$1,575.00
BSN71288Z	Fastbreak Mens Basketball Rev Jersey	Tops	BSN71288ZL	LRG	30	\$52.50	\$1,575.00
BSN71292Z	Fastbreak Mens 7" Basketball Rev Short	Shorts	BSN71292ZL	LRG	30	\$52.50	\$1,575.00
					Totals	120	\$6,300.00

Total Units	120
Subtotal	\$6,300.00
Freight	\$0.00
Sales Tax	\$0.00
Order Total	\$6,300.00



PIERRE MORAN MIDDLE SCHOOL
200 WEST LUSHER AVENUE • ELKHART, IN 46517
PHONE: 574-295-4805



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

To: Board of School Trustees
Superintendent Dr. Larry Huff

From: Jeff Hemmerlein, Principal Pierre Moran MS




Date: 10/14/24

Subject: Purchase Approval

Pierre Moran Middle School's Athletic Department is requesting approval to purchase twenty four cheer uniforms and pom poms from Omni Cheer Inc. in the amount of \$2,773.62 to be paid out of Pierre Moran's Extracurricular Athletics Account.

Respectfully submitted,

Jeff Hemmerlein
Principal, Pierre Moran MS

PRODUCT	QUANTITY	TOTAL
 <p>SOLID PLASTIC IN-STOCK POM ITEM #: PI4408 Color: Gold Price: \$9.99</p>	<input type="text" value="12"/> UPDATE	\$119.88
 <p>SOLID PLASTIC IN-STOCK POM ITEM #: PI4408 Color: <input checked="" type="radio"/> Royal Price: \$9.99</p>	<input type="text" value="12"/> UPDATE	\$119.88
 <p>CHASSE CONTENDER SKIRT ITEM #: 718SKB Color: <input checked="" type="radio"/> Royal/Gold Yellow Size: AXS Price: \$34.99</p>	<input type="text" value="3"/> UPDATE	\$104.97

ORDER SUMMARY

APPLIED PROMOTION:	\$0.00
SUBTOTAL:	\$2,639.28
ESTIMATED TAX:	\$134.34
ESTIMATED SHIPPING:	\$0.00

You qualify for FREE SHIPPING. Select at Checkout.

This is an estimate using your current Billing Address. Final calculation and shipping method selection will be determined at Checkout.

ESTIMATED TOTAL	\$2,773.62
------------------------	-------------------

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[SUBMIT AS A PURCHASE ORDER ⓘ](#)

YOU SCORED 10% OFF! USE CODE: WELCOME10



Omni Cheer

WE ACCEPT PURCHASE ORDERS ⓘ

Size: AM
Price: \$34.99



CHASSE CONTENDER SKIRT

3

\$104.97



ITEM #: 718SKB

[UPDATE](#)

Color: Royal/Gold Yellow

Size: AL

Price: \$34.99



CHASSE CONTENDER SKIRT

1

\$34.99



ITEM #: 718SKB

[UPDATE](#)

Color: Royal/Gold Yellow

Size: AXL

Price: \$34.99



CHASSE CONTENDER SKIRT

1

\$34.99



ITEM #: 718SKB

[UPDATE](#)

Color: Royal/Gold Yellow

Size: A2XL

Price: \$34.99



CHASSE CONTENDER SHELL TOP

3

\$104.97



ITEM #: 717PTB

[UPDATE](#)

Color: Royal/Gold Yellow

Size: AXS

Price: \$34.99

CHASSE CONTENDER SHELL TOP

8

\$279.92



ITEM #: 717PTB

[UPDATE](#)

Color: Royal/Gold Yellow

YOU SCORED 10% OFF! USE CODE: WELCOME10 | 

WE ACCEPT PURCHASE ORDERS 

Omni Cheer Shopping Bag

FREE

PRODUCT

QUANTITY

TOTAL



SOLID PLASTIC IN-STOCK POM

ITEM #: PI4408

Color: Gold

Price: \$9.99

12

[UPDATE](#)

\$119.88

×



SOLID PLASTIC IN-STOCK POM

ITEM #: PI4408

Color: Royal

Price: \$9.99

12

[UPDATE](#)

\$119.88

×



CHASSE CONTENDER SKIRT

ITEM #: 718SKB

Color: Royal/Gold
Yellow

Size: AXS

Price: \$34.99

3

[UPDATE](#)

\$104.97

×



CHASSE CONTENDER SKIRT

ITEM #: 718SKB

Color: Royal/Gold
Yellow

Size: AS

Price: \$34.99

8

[UPDATE](#)

\$279.92

×

YOU SCORED 10% OFF! USE CODE: WELCOME10

Omni Cheer Shopping Bag

WE ACCEPT PURCHASE ORDERS ⓘ

ITEM #: 717PTB

[UPDATE](#)

Color: Royal/Gold
Yellow

Size: AM

Price: \$34.99

CHASSE CONTENDER
SHELL TOP

\$104.97

×

ITEM #: 717PTB

[UPDATE](#)

Color: Royal/Gold
Yellow

Size: AL

Price: \$34.99

CHASSE CONTENDER
SHELL TOP

\$34.99

×

ITEM #: 717PTB

[UPDATE](#)

Color: Royal/Gold
Yellow

Size: AXL

Price: \$34.99

CHASSE CONTENDER
SHELL TOP

\$34.99

×

ITEM #: 717PTB

[UPDATE](#)

Color: Royal/Gold
Yellow

Size: A2XL

Price: \$34.99

CUSTOMIZATION

\$720.00

Item #: CHEERSWE

Style: 717PTB

Color: Royal-Yellow Gold

Customization Location 1: Center
Chest

Customization Location 1
Embellishment: Tackle Twill -
minimum: 1

Customization 1 Design: Spirit
Script - TSPS

Text: Warriors

Color Layer Quantity: 2



HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

To: DR. LARRY HUFF
From: MS. MAGGIE LOZANO
Date: NOVEMBER 12, 2024

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **New Certified Staff** – We recommend employment of one (1) new certified staff for the 2024-25 school year.
- b. **Separation** – We report the separation of one (1) employee.

CLASSIFIED

- a. **New Classified Staff** – We recommend the employment of nine (9) new classified staff pending successful completion of the probationary period.
- b. **Classified Staff Transfers** – We recommend the transfer of seven (7) classified staff for the 2024-25 school year.
- c. **Substitute Teachers** – We recommend the employment of six (6) substitute teachers for the 2024-25 school year.
- d. **Claims/Coaches** – We recommend the employment of twenty-eight (28) employees for the 2024-25 school year.
- e. **Separation** – We report the separation of eleven (11) employees.

**MASTER CONTRACT
2024 - 2025**

ELKHART TEACHERS ASSOCIATION, INC.

AND

BOARD OF SCHOOL TRUSTEES

of

ELKHART COMMUNITY SCHOOLS
ELKHART, INDIANA

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PROFESSIONAL NEGOTIATIONS AGREEMENT

This Professional Negotiations Agreement is made on the 12th day of November, 2024, by and between the Elkhart Community Schools, a public school corporation organized and existing under the laws of the State of Indiana, with central offices at 2720 California Road, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., a school employee organization with offices presently at 127 E. Windsor Avenue, Suite 2, Elkhart, Indiana, 46514.

ARTICLE ONE
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

ARTICLE ONE

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Pursuant to Indiana Law providing for collective bargaining, the Board hereby recognizes the Elkhart Teachers Association, Inc. as the exclusive representative for those school employees described in the following bargaining unit: all certificated teachers employed on a regular, temporary, or supplemental contract with the exception of superintendent, assistant superintendents, business administrators, administrative assistants, directors, assistant directors, supervisors, principals, assistant principals, vice-principals, and high school athletic directors.

ARTICLE TWO
DEFINITIONS

ARTICLE TWO

DEFINITIONS

As used in this Agreement:

1. "Employer" means the governing body of the Elkhart Community Schools and any person or persons authorized to act for the governing body of the employer in dealing with its employees.
2. "Teacher" means a certificated teacher employed by the school employer and in the bargaining unit.
3. "Board" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana.
4. "Association" means the Elkhart Teachers Association, Inc. (ETA), Elkhart, Indiana.
5. "Parties" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., Elkhart, Indiana.
6. "Immediate family" shall mean teacher's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, stepparents, stepchildren, or any member of the family unit living in the teacher's household, any person for whom the teacher is the legal guardian, or for whom the teacher is exercising rights authorized pursuant to a Power of Attorney.
7. "Life partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship.
8. "Family unit" shall mean any person related to the teacher, genetically or by marriage, or any person for whom the teacher is the legal guardian.
9. "Family illness absence" shall mean an absence from work necessitated by care for any member of the teacher's immediate family who is ill.
10. "Personal illness absence" shall mean an absence from work because the teacher is ill, physically disabled, or quarantined.
11. "Traveling teacher" shall mean a teacher who is assigned to two or more buildings on a daily basis.
12. "Job share" shall be defined as the equal division of one daily full-time position by two teachers working in the same building.
13. A "part time teacher" shall be defined as a teacher, not working in a job share, who is employed for the full school year, but whose regular school year assignment is less than that of a full-time teacher.
14. "Seniority" shall be defined as the number of years of service in the Elkhart Community Schools computed to the nearest full one-half year.
15. "Substitute Deduction" shall mean the minimum daily rate paid to substitute teachers.
16. "Educational Attainment" is defined as the degree (e.g., Bachelor's or Master's) obtained by a teacher, along with any credit hours earned after the award of that degree.
17. "Qualifications" refers to the combination of a teacher's years of relevant experience and their educational attainment.

ARTICLE THREE
LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

ARTICLE THREE

LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

A. Paid Leaves

1. In General

- a. Additional leave information is available in Board Policy 3430.02AC (Family or Medical Leave of Absence Policy) and from the Human Resources Office.
- b. A leave may be granted for a period of time not to exceed one (1) year. Successive leaves may be granted.
- c. The leave shall be used for the purpose for which it was granted. The taking of a leave will not allow the teacher to accrue more rights than she or he would have acquired had the leave not been granted.
- d. For any health-related leave, a physician's statement is necessary prior to the commencement of, and the return to work from, the leave, setting forth the need for such leave or the ability to again resume the duties of a teacher.
- e. Any person who has been granted leave by the Board shall be eligible to participate in the group insurance program at his or her own expense by paying the premiums in advance. Arrangement for payment shall be made through the Business Office.
- f. Any teacher on leave has the responsibility to properly notify the employer according to the date given for the respective leave by stating the teacher will:
 - (1) request an additional leave, or
 - (2) return to employment, or
 - (3) resign.
- g. If the teacher does not comply with the return provisions for any leave granted, then all rights to employment are forfeited.
- h. A leave, once granted, may only be terminated before the date of expiration by mutual agreement of the teacher and the Board, or by the Board when the teacher does not use the leave for the purpose for which it was granted.
- i. A teacher who teaches courses of regular length and applicable for student credit or driver education may have excused absences charged against accumulated illness absence or personal business subject to the restrictions below. For sessions of 20 days or less only one (1) absence may be used. For all other sessions a maximum of two (2) absences may be used. Exceptions to the foregoing limitations, e.g. bereavement, professional assignments, etc., may be authorized in writing by the Superintendent. Days charged for excused absence shall be charged at the rate of one-half (1/2) day for each absence. Teachers accepting a summer school position understand absences should be used only in case of an emergency.

ARTICLE THREE
LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

B. Jury Duty and Witness Duty

1. Jury Duty

In the event a teacher is summoned to serve as a juror in a court of law, the teacher shall be granted absence for jury duty for the time during the normal school day when the teacher is required to fulfill the duties of a juror. Such absence shall result in no loss of salary. When a teacher receives notification from the Court canceling a trial, the teacher is to report to work or use personal business. When the teacher is in receipt of his/her jury duty check, a 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.

2. Witness Duty

In the event a teacher 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 teacher shall be granted absence to witness for the time during the normal school day which the teacher is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of salary. For cases involving extended absence to witness, the Superintendent may grant additional days with pay, with substitute deduction, or without pay. When the teacher 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 teacher 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 teacher 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 forgoing prohibition.

C. Military Leave

Military leave will be granted in accordance with and as mandated by state or federal statutes governing such leave.

D. Maternity Leave

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires if she is able to fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the same provisions governing illness and by the following:

1. Any teacher who is pregnant is entitled to a leave any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent at least thirty (30) days before the date on which she desires to start her leave. Temporary contract teachers may take a leave, but only during the period of the temporary contract. When it is mutually agreeable, any leave which ends in the last nine weeks of a semester shall be prolonged to the end of the semester. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician. This leave may be taken without jeopardy to re-employment, retirement and salary benefits, teacher status, and seniority rights.
2. It is agreed such leave shall not be used to engage in other gainful full-time employment. Maternity leaves shall be used for the primary purpose of care of a child of which the teacher has legal custody.
3. ECS shall grant six (6) weeks of paid maternity leave for a vaginal birth and eight (8) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under the contract, it shall not however add to the duration of a traditional absence related to childbirth as determined by the treating physician.
4. All or any portion of an absence taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available illness absence. When

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personal illness absence is requested, verification by a physician of temporary disability related to the pregnancy must be submitted.

5. A teacher whose pregnancy results in a stillbirth or a teacher serving as a surrogate shall be eligible for all maternity leave benefits.

E. 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) workdays, 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.

F. Parental Leave

1. A teacher, upon request, shall be entitled to up to one (1) year of parental leave for the primary purpose of childcare following the birth or adoption of a child.
 - a. This leave may be taken without jeopardy to employment status, retirement and salary benefits, and teacher status and seniority rights.
 - b. A written request for a parental leave must be submitted in advance of the effective date of said request for leave. The request shall include the expected length of the leave, and except in a situation beyond the control of the teacher, shall be submitted at least thirty (30) days in advance.
 - c. In the event both parents of a child are employed by the corporation, only one of the two may be granted maternity or parental leave for the same period of time. This leave shall be used for the primary purpose of care of a child of which the teacher has legal custody, or in cases of adoption when there is temporary custody with intent to secure legal custody.

G. Adoptive Leave

A teacher who legally adopts a child whose age is less than eighteen (18) years old shall be entitled to use up to six consecutive weeks of accumulated sick leave to serve as the primary caregiver for the adoptive child. The teacher shall not be authorized to make application to the sick leave bank for said days. In order to be eligible for paid adoptive leave, the teacher must notify the Director of Human Resources 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 teacher for the teacher's care and legal custody.

H. Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the teacher'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.

I. Personal Business

1. A teacher shall be provided with paid personal business per year.

Number of Years	Personal Business Days Granted
0-4 consecutive years of ECS service	3 days
5-19 consecutive years of ECS service	4 days
20 or more consecutive years of ECS service	5 days

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- a. Request for personal business shall be given to the principal, supervisor, or designee at least one (1) hour prior to the commencement of the normal school day. In the event of an unforeseen emergency beyond the control of the teacher, of which the teacher becomes aware less than one (1) hour prior to the commencement of the normal school day and which requires the absence of the teacher, said teacher may request such personal business less than one (1) hour prior to the commencement of the normal school day, provided such request is made as soon as reasonably possible after the teacher learns of such emergency. If it is not possible to submit a written request in advance, an oral request must be made prior to commencement of the absence, followed by a written request upon return.
 - b. If the first workday for a teacher takes place after the beginning of the school year, or for any teacher on leave, or for any teacher who is defined as part-time, the days will be prorated (sixty [60] paid days equals one [1] personal business day).
2. An accounting of unused personal business days will appear on each paycheck stub. These days may not be used other than in multiples of a half (1/2) day. Unused personal business days shall be rolled over at the end of each teacher's contract year on a continual basis. A teacher may not retain more than ten (10) personal business days. A teacher may not use more than five (5) personal business days consecutively. If the number of personal business days to be rolled over would cause the limit of ten (10) to be exceeded, then any excess days shall be converted to personal/family illness days instead.
 3. Except for emergencies, personal business days shall not be used to extend school vacation periods of Thanksgiving, winter recess, spring break, summer break or the day preceding fall recess in the event this day is scheduled as a parent teacher conference day as defined by the school calendar, unless the teacher complies with the following procedure:
 - a. Once every three (3) years a teacher may use a personal business day to extend a holiday or vacation period.
 - b. The teacher must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.
 - c. This personal business day cannot be used in conjunction with an unpaid day without a consent agreement between the Board and the ETA.
 - d. Only ten (10%) percent of the teachers in a building, school of study, or program (e.g. Elkhart Academy, PRIDE Academy, etc.) may take a personal business day for the purpose of extending each of the holidays listed above.

Emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee.

4. In accordance with Indiana law, no personal business shall be granted for participation in any work stoppage.
5. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event which prohibits the teacher from attending to his or her assigned duties.

J. Bereavement

1. In the event of death within the teacher's immediate family (See Article 2), the teacher may be absent from work with pay 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 teacher within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively.
2. In the event more than one death in the teacher's immediate family should occur, the teacher may be absent from work with pay for five (5) business days for each death. Said days must be used by the teacher within twelve (12) months of the second death of the immediate family member, but do not have to be used consecutively.

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3. 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.
4. A maximum of one (1) day's paid absence will be granted for attendance at a funeral of any other relative (blood or affinity) of the teacher other than the teacher's immediate family. When travel cannot reasonably be accomplished in one day, an additional day will be granted.
5. For the death of a close friend, student or extended family member, a teacher shall be granted a maximum of one (1) day's paid absence each school year to attend the funeral. In the event more than one death of a close friend, student, or an extended family member occurs, the day will be at the minimum substitute deduction rate, rather than being a paid absence to attend the funeral.
6. The Superintendent may grant additional bereavement days with or without substitute deduction.

K. Illness Absence

1. A teacher contracted for 184 or more days will be provided with 12 personal/family illness absence days each year (see Article 2). Illness absence days will be provided on the first day the teacher works; or the first teacher workday for those teachers authorized to use paid benefit days under the express terms of this Agreement and be subject to use at the time from the beginning of the teacher's contract. If the first workday is after the beginning of the school year, or for any teacher on leave or for any teacher who is defined as a part-time teacher, the days will be prorated (fifteen [15] paid days equals one personal/family illness day). Request for illness absence shall be given to the principal, supervisor, or designee at least one (1) hour prior to the commencement of the normal school day, except in cases of emergency. These may not be used other than in multiples of a half (1/2) day.
2. In the event a teacher shall have accumulated one (1) or more days of personal illness in another school corporation and shall thereupon become employed by the Elkhart Community Schools, there shall be added for the second year and each succeeding year of such employment up to ten (10) days of personal illness until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted. This provision is subject to written verification from the most recent employer.
3. If in anyone (1) school year, the teacher shall be absent for such illness, disability, or quarantine less than the provided number of days, the unused days shall accumulate and carry over to no more than one-hundred (100) days.
4. In the event the employer believes abuse of illness absence by a teacher exists, the employer may put the teacher on notice in the event of further use of illness absence by the teacher, the employer may require the teacher to verify such illness or disability by a written statement signed by a licensed practicing physician which in the case of personal illness affirms the teacher is unable to fulfill his or her normal assigned duties because of such illness or disability.
5. In the event the employer believes an improper application of illness absence by a teacher exists, the employer upon notice to the teacher no less than twenty-four (24) hours prior to the teacher's return to work may require the teacher to verify such illness or disability in the same manner as provided by paragraph four (4) of this section.
6. The employer may, in the event paragraph four (4) or paragraph five (5) applies, select a licensed physician to examine the teacher or family member in question. In such event, the employer shall pay the costs of such examination.
7. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days with pay, with substitute deduction, or without pay.
8. For a serious illness of a close friend, or family member who is not a member of the immediate family, the provisions in paragraph one (1) will be in effect, except the day(s) will be at the minimum substitute deduction, rather than being a paid absence.

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9. A teacher who believes they have substance abuse/misuse problems may request appropriate benefits, including a health leave, for assessment and/or treatment purposes(s).
10. A teacher may donate up to ten (10) days of accumulated personal/family illness days per school year to another teacher by providing formal written notification to the Business Office. The maximum number of days transferred to any teacher in a school year shall not exceed thirty (30) days.

L. Personal Illness Bank

A personal illness bank provides a bank of days upon which teachers may borrow in cases of extended absence when the teacher is temporarily ill, physically disabled, or quarantined and unable to perform the duties of a teacher. A teacher may apply for a loan from the bank under the following conditions and procedures:

1. All accumulated and non-accumulated illness absence and personal business days of the applicant shall have been exhausted at the time of application.
2. Applications shall be made in writing to the chairperson of the Personal Illness Bank Committee. Application for a loan may be made by the teacher's authorized representative (i.e. immediate family member) in cases where the individual teacher is unable to do so. Applications shall be accompanied by a statement signed by a physician licensed to practice medicine, certifying said teacher is temporarily disabled. Such doctor's statement should also include the general nature of the disability, impact of the disability on employment, and prognosis for a return to work. "Temporarily disabled" shall mean inability to perform the duties of the teacher. The opinion of a second physician may be requested by the employer at its expense. Further certification may be required by the employer from time to time.
3. Application shall be reviewed by a Personal Illness Bank Committee composed of two (2) members appointed by the Association President and two (2) members appointed by the Superintendent. The committee shall make a recommendation for approval or denial of the loan to the Superintendent, who shall make the final decision on the request. Applicants who are denied approval shall have the right to appeal to the denying party.
4. A maximum of sixty (60) days will be allowed for any one (1) individual in any school year.
5. Any teacher who becomes ill for an extended period of time more than once during a school year shall re-apply following the same procedure.
6. Following a return to work, all accrued illness absence days which exceed the state minimum benefit for personal illness (five [5] days per year) shall be paid back to the bank until the loan has been repaid.
7. The bank shall be maintained from year to year by the repayment of loans from individual borrowers.
8. The Personal Illness Bank Committee may recommend to the Superintendent a waiver of any of the above conditions or procedures.
9. The Personal Illness Bank may be used for the period of disability related to pregnancy.

M. Involuntary Health Leave

In the event the Board has reason to believe a teacher's physical or mental health may be interfering with the successful performance of his or her responsibilities, the Board may require a teacher to have an examination by a physician of the Board's choosing who shall file a written statement with the Board certifying the teacher is physically and/or mentally capable/incapable of completing the duties required of his or her assignments. The cost of the examination will be borne by the Board. After such examination, and based upon the results of the examination, the Board may place a teacher on a paid administrative leave for health reasons. A second examination may be requested by either party, with the cost borne by the requesting party.

ARTICLE THREE

LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

In the event said leave is without pay, the teacher may exercise the right to request, in writing, a hearing pursuant to IC 20-28-7.5.*et.seq.*, any such hearing shall employ the procedures set forth in IC 20-28-9-22(3) through 20-28-9-22(8).

N. Family Medical Leave

Pursuant to the Family Medical Leave Act ("FMLA"), teachers employed for 1,250 hours or more during the twelve (12) month period prior to application, are entitled to request leave under the FMLA. Eligible teachers may take an unpaid leave of up to twelve (12) weeks under the FMLA for the following reasons:

1. the birth of a child and to care for the newborn child within one (1) year of birth;
2. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
3. to care for the employee's spouse, child, or parent, as defined by the FMLA, who has a serious health condition;
4. a serious health condition that makes the employee unable to perform the essential functions of his or her job;
5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
6. to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Teachers are required to use any accrued paid leave days (i.e. personal illness days and personal business days) during the period of time they are taking a leave under the FMLA.

A teacher shall not lose, while on FMLA leave tenure, seniority, or any other rights enjoyed by a teacher.

Whenever the leave is foreseeable, the teacher shall provide the employer with thirty (30) days' notice. If there is insufficient time to provide such notice because of unforeseeable events, the teacher shall provide such notice as soon as possible and practical, generally not later than the next business day after the teacher realizes the need for leave.

The provisions of Board Policy [3430.02AC](#) along with the express terms of the FMLA shall govern all applications for a leave under the FMLA.

O. Compensatory Time and Professional Assignments

Conference Attendance

1. A teacher who requests a conference leave shall file such request with the appropriate administrator no later than three (3) weeks prior to the conference. Reimbursement for approved expenses incurred while attending an approved conference will be allowed as listed in the following schedule, provided that the teacher submits receipts and an itemized claim:
 - a. Mileage - at the Internal Revenue Service allowable rate based on approved mileage when using personal automobile. Toll and parking fees will be paid if verified by receipts. If transportation is other than automobile, this must be approved by the employer in advance of the travel, and actual cost shall be reimbursed.
 - b. The actual cost of registration, banquet, and luncheons. Cost of banquet and luncheons which are a part of the regular conference program may be added to the registration fee. In this case, deductions from the per diem rate allowed for meals will be made.
 - c. Cost of meals not to exceed \$50 per day average as verified by receipt. Reasonable gratuities may be claimed for reimbursement.
 - d. Cost of Room - actual cost as verified by receipt.
 - e. In no case will reimbursement exceed actual expenditures.

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2. A teacher who attends a conference shall incur no loss of salary unless otherwise provided by Board action. In the event prior approval by the Board is not secured, the Superintendent may allow teachers to attend conferences. Conference attendance shall be allowed at the discretion of the employer.

P. (New) Association Release Time

- a. The Association President and Vice President shall be give one-half (1/2) day of release time each day.
- b. Forty-five (45) days (in full or one-half day increments) per year of Association Release Time shall be provided for use of Association members in carrying out Association business. The Association will pay the substitutes' cost when such is incurred.

Q. Compensatory Time

1. Teachers of Students with Disabilities

- a. The teacher will receive compensatory time for time spent in a case conference beyond the normal school day. The teacher and the building administrator will arrange for the teacher to receive compensatory time equivalent to the time spent in the case conference beyond the normal school day.
- b. With prior approval of the appropriate administrator, staff members may be provided with released time in order to write IEP's or consult with other staff regarding the implementation of an IEP.
- c. Released time will be provided for any teacher who is directed to participate in a case conference during the student day.
- d. Should additional time be required in extraordinary situations a teacher may submit a request for consideration of a Temporary Differential to the Superintendent under Article 6-H.

2. Teachers of "English as a New Language"

- a. Teachers of "English as a New Language" (ENL) may be provided with release time in order to write Individual Learning Plan(s) (ILP), with prior approval of the appropriate administrator.
- b. Should additional time be required in extraordinary situations a teacher may submit a request for consideration of a Temporary Differential to the Superintendent under Article 6-H.

3. Relief of Duty

Teachers may take a break at appropriate times as established by the building principal, if it does not significantly interfere with the school program.

4. Parent/Teacher Conference Leave Day

Teachers with children enrolled in ECS Programs will be authorized to attend Parent/Teacher Conferences at ECS Schools without the use of benefit time, provided the teacher is still able to meet the expectations of ECS regarding the performance of the teacher's responsibilities during Parent/Teacher Conferences.

5. When a teacher substitutes voluntarily for another teacher for up to three (3) hours, the absentee shall not be charged any absence or leave days. However, each substitution must always be approved by the building principal or his or her designee in advance of any such substitution.

ARTICLE THREE
LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

R. Unpaid Leaves

1. Unpaid Days

In the event a teacher has exhausted available leave days provided for in this Article, said teacher may apply to the Superintendent/Designee for unpaid day(s) on an emergency basis.

For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event which prohibits the teacher from attending to their assigned duties.

2. Unpaid Parental Leave

A teacher, upon request, shall be entitled to up to one (1) year of unpaid parental leave for the primary purpose of childcare following the birth or adoption of a child. This leave may be taken without jeopardy to employment status, retirement and salary benefits, and teacher status and seniority rights. A written request for a parental leave must be submitted in advance of the effective date of said request for leave. The request shall include the expected length of the leave, and except in a situation beyond the control of the teacher, shall be submitted at least thirty (30) days in advance.

In the event both parents of a child are employed by the corporation, only one of the two may be granted parental leave for the same period of time. This leave shall be used for the primary purpose of care of a child of which the teacher has legal custody, or in cases of adoption when there is temporary custody with intent to secure legal custody.

3. Unpaid Health Leave

A teacher may be granted a health leave without pay after completion of one (1) year of employment. For any such leave a written request from the teacher shall be received by the Superintendent, accompanied by a physician's statement certifying the teacher is unable to fulfill the normal assigned duties for an extended period of time. The leave may be granted for the duration of the current contract year, or for the forthcoming contract year. While on health leave, written notice of the teacher's leave status must be received by the Superintendent on or before March 1 of the year in which the present leave expires. If the teacher states they will return to employment, then a physician's statement certifying fitness to work must be received on or before May 1.

4. Extended Unpaid Leave

A leave without pay may be granted by the Board upon the request of a teacher. Said leave may be granted for such reasons as full-time advanced study, teaching abroad, travel, work study programs, etc. Said leave may not be used for the purpose of obtaining other employment. Request for said leave shall be received by the Superintendent prior to March 1 of the school year prior to the commencement of said leave. In the event a teacher wishes to apply for an additional year of leave, said teacher must request approval in writing to the Superintendent prior to March 1. The granting of an extended unpaid leave may, at the Board's discretion, be contingent upon employment of a teacher qualified to assume the applicant's duties. A proper notification in writing must be received by the Superintendent prior to March 1 of the year of the leave or three (3) months prior to the end of the leave for a leave which does not coincide with the school year.

ARTICLE FOUR
PROFESSIONAL GRIEVANCE PROCEDURE

ARTICLE FOUR
PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions

1. A "grievant" means a teacher, or class of teachers or the Association making a claim by filing a grievance, providing any grievant to be a proper party to a grievance must be an aggrieved party to such grievance.
2. A "grievance" means an allegation by a grievant of a violation, misinterpretation, or misapplication of the express terms of this Agreement.
3. A "class grievance" means a grievance, as defined above, which has facts common to the class, and which grievance affects more than one (1) teacher.
4. The term "principal," as used in this Article, shall refer to the chief administrative official in each building, and other administrators authorized to process grievances for the employer.
5. "Workday" means any day for which the teacher is eligible to receive pay and every day Monday through Friday at times other than when the teacher is under contract with the exception of winter recess.

B. In General

1. Time limits provided in this Agreement may be extended by mutual agreement in writing signed by the parties. When a teacher is not under contract, if any party to a grievance is unable to meet the deadlines of the procedure, other than at Step One, an extension will be granted upon written request prior to the deadline. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall not prohibit the grievance from being appealed to the next step. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step without prejudice to other grievances, unless the Association agrees in writing with the settlement of the grievance; then it shall be resolved with prejudice to other grievances involving the same issue.
2. There shall be no reprisal against any teacher for his or her participation in the grievance procedure.
3. Any adjustment of any grievance shall not be inconsistent with the terms of this Agreement.
4. Should the employer deem it necessary for the grievant and an Association representative to be in attendance during school hours in any grievance meeting reaching Step Two or beyond, any such teacher shall be released from regular duties for such period as deemed necessary by the employer without loss of salary or leave.

C. Procedure

1. Grievance Procedure - Step One

In the event the teacher believes there is a basis for a grievance, they shall first discuss the alleged grievance with the building principal or immediate supervisor, either personally or accompanied by an Association Representative. The discussion must take place within ten

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PROFESSIONAL GRIEVANCE PROCEDURE

(10) workdays of the act or condition. The teacher must notify the principal when a grievance is being initiated and the meeting is to be considered as the informal level of the grievance procedure.

Within five (5) workdays after the informal meeting, the principal or immediate supervisor shall inform the teacher of his or her decision in the matter. Documentation of this meeting must be made by the teacher and principal completing A-F and G respectively on the Grievance Report Form found in Appendix C.

2. Grievance Procedure - Step Two

- a. Within ten (10) work days of the time the principal has informed the teacher of his/her decision at the Step One informal level, the grievant, either individually or accompanied by a maximum of three (3) representatives who are teachers of this system, shall present the grievance in writing, on the Grievance Report Form provided in Appendix C, to the Principal or other authorized administrator, during non-teaching hours. A five (5) workday extension will be granted when the teacher has met during the ten (10) day period to discuss the grievance with the principal.
- b. The "Statement of Grievance" shall name and/or identify the grievant(s) involved, shall state the specific facts giving rise to the grievance, shall identify by appropriate reference all provisions of this Agreement or Board policies alleged to be violated, and shall indicate the specific relief requested.
- c. Within five (5) workdays after receiving the grievance, the principal or other authorized administrator shall complete H and I on the Grievance Report Form and distribute it.

3. Grievance Procedure - Step Three

- a. If the grievance is not resolved in Step Two, the grievant may, within ten (10) workdays after receiving the principal's or other authorized administrator's written answer, submit to the Superintendent or authorized designee a Grievance Report Form completed through L. The designee(s) of the Superintendent shall not be the counsel for the employer at any subsequent arbitration hearings.
- b. The Superintendent or his or her authorized representative shall have fifteen (15) workdays to meet with the grievant and answer the grievance in writing. If further investigation is needed, additional time may be allowed by mutual agreement in writing by the Superintendent or authorized representative and the Association President or designee.

4. Grievance Procedure - Step Four

- a. Within ten (10) workdays of receipt of the written decision of the Superintendent or designee, the Association, upon written notice to the employer, may submit the grievance to binding arbitration.
- b. The arbitrator shall be selected from a panel of arbitrators provided by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

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PROFESSIONAL GRIEVANCE PROCEDURE

D. Rules Governing Arbitration

1. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
2. Any grievance not appealed to arbitration shall be deemed resolved by the employer's answer at the previous step without prejudice to other grievances, unless the Association agrees in writing with the settlement of the grievance.
3. The decision of the arbitrator shall be binding upon both parties to the grievance. The arbitrator shall have no power to amend, subtract from, add to, alter, disregard or modify any terms of this Agreement. The arbitrator shall not have authority to decide any issue not submitted or to interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practices of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification, addition, or detraction of written terms of this Agreement.
4. The Arbitrator shall have the authority to determine whether the case will be heard on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such grievance fails to meet said test of arbitrability, the case will be referred back to the parties without a recommendation on the merits. Unless expressly agreed to by the parties, in writing, the Arbitrator is limited to hearing one issue or grievance upon its merits at one hearing. Separate hearing shall be constituted for each grievance appealed to arbitration.
5. The fees and expenses of the arbitrator, American Arbitration Association administrative costs, cost of any transcripts, and cost of any hearing room shall be borne equally by the parties to the arbitration. All other expenses shall be borne by the party incurring them.
6. Neither party to a grievance shall be permitted to present any evidence not disclosed to the other party at least forty-eight (48) hours prior to the arbitration hearing, nor shall either party be permitted to amend a grievance at the level of arbitration (after Step Three).

ARTICLE FIVE
FRINGE BENEFITS

A. Injury Arising Out of Employment Relationship

1. Time needed for a teacher to recuperate from any personal injury arising out of and in the course of his or her employment shall result in no loss of salary, contract rights, or leave for the remainder of the current contract year, provided the injury results in disablement preventing such teacher from performing the normal duties required of said teacher, and further provided the teacher shall qualify for worker's compensation benefits, must request worker's compensation benefits, and must receive worker's compensation benefits after the required waiting period, and must receipt into the general fund an amount of money equal to any benefits. The Board reserves the right to require, at the Board's expense, a physical examination at any time during this absence, and to receive a complete copy of such examination.
2. Time for appearance before the Industrial Board or court of law involving a case in which a teacher is physically injured while acting out of and in the course of his or her employment shall result in no loss of wages or reduction of leave to the injured teacher.

B. Personal Property Damage Reimbursement

The employer agrees to reimburse a teacher for damages sustained to a teacher's personal property, such as clothing, eyeglasses, cellular phone, hearing aids and wrist watches, or repair such personal property, providing the following limitations and conditions shall apply:

1. Such personal property must be worn, be in the teacher's physical control or be within the teacher's workspace at the time damage to such property is sustained;
2. Acceptable evidence shall be presented to the employer establishing such damage to said personal property was sustained during the normal school day and when the teacher was involved in an assigned duty involving authorized discipline of students related to instruction or supervision; or in other cases when approved by the employer;
3. The amount of reimbursement of such personal property replaced shall be the fair market value of such property at the time such damage was sustained;
4. The employer shall reserve the right to require property to be repaired by persons or firms authorized by the employer, or to replace such personal property at its option. Repair or replacement amounts shall be authorized and approved by the employer prior to such repair or replacement; and
5. Verification (bill, receipt, canceled check, etc.) of the amount expended by the teacher for repair or replacement for such personal property is presented to the employer.

C. Teacher Liability Protection

The employer shall provide primary liability insurance coverage for teachers who drive school corporation automobiles on the employer's business and secondary liability insurance coverage for teachers who drive their personal automobiles on the employer's business. Such secondary coverage will commence above the minimum liability required by law or after the teacher's

ARTICLE FIVE
FRINGE BENEFITS

liability insurance limit has been reached, whichever is higher, and will extend to the maximum limit of insurance carried by the corporation.

D. Legal Assistance to Teachers

1. Any case of alleged battery upon a teacher resulting from or related to the discharge of his or her duties shall be promptly reported to the employer. The employer shall provide legal counsel to advise the teacher of his or her rights and obligations with respect to such alleged battery.
2. In a civil case where a teacher is sued because of an incident arising out of the discharge of his or her duties, the employer agrees to defend such teacher pursuant to its powers under the Indiana General School Powers Act of 1965, and within its limitations I.C. 20-5-2-2-(16), to wit:

To defend any member of the governing body or any employee of the school corporation in any suit arising out of the performance of his duties for, or employment with, the school corporation, provided the governing body by resolution determined that such action was taken in good faith; and to save any such member or employee harmless from any liability, cost of damage in connection therewith, including but not limited to the payment of any legal fees, except where such liability, cost or damage is predicated on, or arises out of the bad faith of such member or employee, or is a claim or judgment based on his malfeasance in office or employment.

3. In cases where criminal charges are alleged against a teacher, when such charges are related to acts occurring during the course of normal duties, the Board's attorney will only be available to provide initial consultation. Should such need arise, contact the District Counsel/Chief of Staff and the Association President. The Attorney General of Indiana has given an opinion which prevents the Board's attorney from defending the teacher in any case involving criminal charges.
4. Legal assistance will also be provided, when necessary, in meetings with parents.

E. Life, Health, and Disability Insurance

The Board agrees to make available life, health and disability insurance.

In the event any insurance or company providing coverage below becomes no longer available, or at the request of either party not more than yearly, a joint search for comparable new policy(ies) or carriers shall be conducted by the Association and the employer. Changes in insurance which are approved by the Insurance Committee and the ETA Board and the School Board shall become a part of the overall insurance provisions.

1. Life Insurance

The Board agrees to make available a group insurance plan with coverage of fifty thousand dollars (\$50,000). The Board agrees to contribute ninety percent (90%) of the cost for all teachers except those who teach half-time or less, for whom the contribution will be sixty percent (60%).

2. Health Insurance

The Board will provide a single and dependent hospitalization and major medical plan, including family deductible, dental, and prescription drug. This insurance is provided for each teacher who is a member of the group

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hospitalization and major medical insurance program approved by the Board and the Association.

- a. For all teachers, except those who teach half-time or less, effective January 1, 2025, the Board agrees to contribute the following toward the cost of health insurance plan coverage:

Health Sync Plan 1

Coverage	Contribution
Single	\$7,132.60
Employee and Spouse	\$13,663.07
Employee and Child(ren)	\$9,366.58
Family	\$18,736.85
Family Both Employed	\$19,086.85

Health Sync Plan 2

Coverage	Contribution
Single	\$7,132.60
Employee and Spouse	\$13,663.07
Employee and Child(ren)	\$9,366.58
Family	\$18,736.85
Family Both Employed	\$19,086.85

- b. For teachers who teach half-time or less, effective January 1, 2025, the Board agrees to contribute the following toward the cost of health insurance plan coverage:

Health Sync Plan 1

Coverage	Contribution
Single	\$5,706.00
Employee and Spouse	\$10,930.00
Employee and Child(ren)	\$7,493.00
Family	\$14,989.00
Family Both Employed	\$15,269.00

Health Sync Plan 2

Coverage	Contribution
Single	\$5,706.00
Employee and Spouse	\$10,930.00
Employee and Child(ren)	\$7,493.00
Family	\$14,989.00
Family Both Employed	\$15,269.00

- c. For any certified teacher 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.

- d. Health Insurance Following Retirement:

Immediately following retirement, the teacher and his/her spouse, if any, shall have the option of remaining in the Employer's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

- (1) While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher

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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.

- (2) Within ninety (90) days of the retirement date, the teacher has provided a written request to Elkhart Community Schools for continuing insurance coverage for the teacher and spouse, if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Employer'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 teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse.

3. Long-Term Disability Insurance

The Board agrees to make available a group long-term disability insurance policy, which will guarantee no less than sixty-six and two-thirds percent (66-2/3%) of the teacher's annual salary until age sixty-five (65). The Board agrees to contribute ninety percent (90%) of the cost for all teachers except those who teach half-time or less for whom the contribution will be sixty percent (60%).

F. Employee Assistance Program

The Employer shall provide an Employee Assistance Program (EAP) through a contracted provider. All costs related to intake and three (3) subsequent sessions shall be paid for by the Employer. The EAP shall cover employees, life partners, spouses, and dependent children. In addition, the Employer will provide a pool of one hundred (100) additional days per school year that may be utilized on an as needed basis by the provider with the intent to assist with situations where additional sessions are required.

G. Death Benefits

In the event of the death of a teacher with ten (10) or more years of service as a teacher in the Elkhart Community Schools, a cash payment as determined by the following formulas will be made to the teacher's primary beneficiary:

1. One percent (1%) of the bachelor's base times 1.08 times the number of years of recognized service as a teacher in the Elkhart Community Schools; plus
2. The number of accumulated illness absence days times the teacher's daily rate; minus
3. The value of teacher's 401(a) Severance account as of the teacher's date of death.

In addition to the cash benefit described above, the surviving dependent spouse of any teacher shall be entitled to participate in the basic group health insurance program until eligible for Medicare coverage by paying one hundred percent (100%) of the premium.

H. Disability Benefits

Any teacher who becomes permanently disabled (physically or mentally) prior to the age of fifty (50) after serving in the Elkhart Community Schools for ten

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(10) years, and who is not eligible to receive a benefit under Appendix D-B will be eligible to receive disability benefits. Benefits shall be computed as follows:

Multiply one percent (1%) of the bachelor's base times 1.08 times the number of years of recognized service in the Elkhart Community Schools. This benefit will be paid in one lump sum.

I. Transportation Allowance

1. Teachers who are required to travel to carry out their assignment of duties shall be reimbursed, in addition to their basic salaries, at the Internal Revenue Service allowable rate commensurate with the number of miles they are required to travel. This allowance shall not apply for travel from the teacher's residence to the initial place of assignment and from the last place of assignment back to the teacher's residence for either regular or extra-duty assignments.
2. It shall be the responsibility of the teacher to keep a log of dates, nature of business, points of origin and destination, odometer readings, and miles traveled, and to submit the appropriate claim form to the Business Office, monthly. When the destination is recurring, the odometer readings need only be recorded once. A trip odometer may be used or the mileage chart (Administrative Regulation DLC-3) when applicable.

J. Retirement Benefits

The Employer has established and maintains VEBA (Voluntary Employee Benefit Association) Plans pursuant to § 501(c) (9) of the Internal Revenue Code for each teacher employed under a teacher's contract. The Employer shall make an on-going contribution to individual teacher VEBA accounts at a rate of one-half (.5%) percent, and increasing to one (1%) percent (effective January 1, 2025).

Teachers will be assigned to a VEBA Plan based upon their individual employment date. Teachers will not be authorized to receive on-going contributions to multiple plans.

Teachers employed on or before 1/1/2006 shall be assigned to VEBA I

The VEBA Plan (VEBA I) for teachers under contract with the Elkhart Community Schools on January 1, 2006, or on a Board approved Leave of Absence at such time includes the following terms and conditions:

- Vesting:

In order to be vested in a teacher's individual VEBA account, a teacher must meet all three (3) of the following conditions:

1. A teacher must have served in the Elkhart Community Schools fifteen (15) years, or a combined total of fifteen (15) years, based on the calculation of years of service for those years recognized by ECS for salary schedule placement at the time of employment;
2. Reached the age of fifty-five (55); and
3. Retired from employment with Elkhart Community Schools, having met all other provisions of the Contract, Indiana Law, and Regulations governing the retirement of certified teachers.

- Contributions: The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be

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invested among the investment options made available by the vendor for the VEBA.

- Access to Account Assets: Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- Termination Prior to Vesting: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- Reallocation of Forfeitures: The ETA President shall receive a list of those teachers whose accounts have been terminated pursuant to this Appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA President will receive this list on or before September 30. All of the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA I accounts. Reallocation of forfeitures will be applied on an actuarially sound basis that is consistent with the model previously developed for the distribution of forfeited amounts (i.e. where allocation results are based upon age and number of years until projected retirement date for each teacher) and deposited in teacher accounts on or before October 30. VEBA I accounts of teachers who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.
- Teachers Prevented from Participation in Reallocation of Forfeitures: the VEBA I accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA I account.
 - Teachers who forfeited their VEBA I account in the same year,
 - Teachers who previously forfeited their VEBA I account; and
 - Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Teachers Hired between January 2, 2006, and March 31, 2016, shall be assigned to VEBA II

The VEBA Plan for teachers hired by Elkhart Community Schools between the dates of January 2, 2006, and March 31, 2016 (VEBA II) includes the following terms and conditions:

- Vesting:

In order to be vested in a teacher's individual VEBA account, a teacher must meet all three of the following conditions:

1. A teacher must have served in the Elkhart Community Schools fifteen (15) years, or a combined total of 15 years, based on the calculation of years of service for those years recognized by ECS for salary schedule placement at the time of employment;
2. Reached the age of fifty-five (55); and
3. Retired from employment with Elkhart Community Schools, having met all other provisions of the Contract, Indiana Law, and Regulations governing the retirement of certified teachers.

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- Contributions: The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- Access to Account Assets: Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- Termination Prior to Vesting: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- Reallocation of Forfeitures: The ETA President shall receive a list of those teachers whose accounts have been terminated pursuant to this Appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA President will receive this list on or before September 30. Eighty percent (80%) of the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA II accounts. Reallocation of forfeitures will be applied on an actuarially sound basis that is consistent with the model previously developed for the distribution of forfeited amounts (i.e. where allocation results are based upon age and number of years until projected retirement date for each teacher) and deposited in teacher accounts on or before October 30. Twenty percent (20%) of the forfeited amounts shall revert to the Employer. VEBA II accounts of teachers who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.
- Teachers Prevented from Participation in Reallocation of Forfeitures: the VEBA II accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA account.
 - Teachers who forfeited their VEBA II accounts in the same year,
 - Teachers who previously forfeited their VEBA II accounts; and
 - Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Teachers Hired Subsequent to March 31, 2016 shall be assigned to VEBA IV

The VEBA Plan for teachers hired subsequent to March 31, 2016 (VEBA IV) includes the following terms and conditions:

- Vesting:

In order to be vested in a teacher's individual VEBA account, a teacher must meet all three of the following conditions:

1. A teacher must have served in the Elkhart Community Schools fifteen (15) years, or a combined total of 15 years, based on the calculation of years of service for those years recognized by ECS for salary schedule placement at the time of employment;
2. Reached the age of fifty-five (55); and

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3. Retired from employment with Elkhart Community Schools, having met all other provisions of the Contract, Indiana Law, and Regulations governing the retirement of certified teachers.

- Contributions: The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- Access to Account Assets: Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- Termination Prior to Vesting: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- Retention of Forfeitures by Employer: Teachers assigned to VEBA IV shall not be entitled to any reallocation of forfeitures. One hundred (100%) percent of forfeited funds shall be retained by the Employer.

K. Reimbursement of Licensure Expenses:

1. Teachers who elect to obtain CPR certification through ECS will be able to obtain said certification at no cost to the teacher.
2. ECS will reimburse teachers for the fee paid by teachers to the IDOE for licensure renewal.
3. ECS will pay fees incurred for conducting the five (5) year criminal background checks for current employees.

L. Attendance Incentive:

1. First Semester
 - a. If a teacher does not use any personal/family illness days during the first semester the teacher shall be entitled to a payment of five hundred (\$500) dollars on or before January 31.
 - b. A teacher who uses one-half (1/2) to one (1) day of their personal/family illness days during the first semester shall be entitled to a payment of three hundred (\$300) dollars on or before January 31.
 - c. A teacher who uses one and one-half (1 1/2) to two (2) days of their personal/family illness days during the semester shall be entitled to a payment of two hundred (\$200) dollars on or before January 31.
 - d. Teachers employed for less than fifty (50) teacher work days during the first semester will have their incentive stipend reduced by fifty (50%) percent.
2. Second Semester
 - a. If a teacher does not use any personal/family illness days during the second semester the teacher shall be entitled to a payment of five hundred (\$500) dollars on or before June 30.
 - b. A teacher who uses one-half (1/2) to one (1) day of their personal/family illness days during the second semester shall be

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entitled to a payment of three hundred (\$300) dollars on or before June 30.

- c. A teacher who uses one and one-half (1 ½) to two (2) days of their personal/family illness days during the second semester shall be entitled to a payment of two hundred (\$200) dollars on or before June 30.
- d. Teachers employed for less than fifty (50) teacher work days during the semester will have their incentive stipend reduced by fifty (50%) percent.

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A. Salary Payment

1. Teachers employed for the full school year shall be paid in twenty-six (26) payments. The first paycheck shall be issued to each contracted teacher within three (3) weeks of the start of the school year. A teacher who notifies the Human Resources Department in writing by July 1 prior to the next school year may be paid his/her salary over twenty-two (22) payments. Teachers who have previously requested twenty-two (22) payments may provide notification to the Human Resources Department of the desire to return to twenty-six (26) payments using the same procedure. The method of payment cannot be changed by either party during any school year. The contracted salary of a teacher will be issued in equal pays every other Friday, with certain exceptions. At no time will a teacher receive more than twenty-six (26) pays in any calendar year.
2. Newly employed, full-time teachers will be eligible to receive an advance of forty (40%) percent of their first regular pay one week prior to the scheduled pay date for teachers, subject to the following guidelines:
 - a. They must have signed a contract.
 - b. All tax forms and other required documentation must be completed and on file.
 - c. A written request must have been filed on or before the teacher's first contracted workday.
 - d. The advance will be deducted in equal installments in the first two (2) contract payments for that teacher.

B. Granting of Experience Credit

1. Experience Credit for Verified Teaching Experience

Experience credit will be granted by the employer for prior verified teaching experience only after the employer determines such teaching experience is equivalent to teaching experience in the Elkhart Community Schools. The employer will consider the following factors:

- a. Certification prior to the verified teaching experience.
- b. Experience will be in an equivalent commissioned and/or accredited educational institution.
 - i. Elementary or secondary school;
 - ii. Employment as a long-term substitute teacher for Elkhart Community Schools;
 - iii. College or university; and
 - iv. Head Start or accredited pre-school (NECPA or NAEYC).
- c. Class load of prior teaching experience substantially the same as position applied for.
- d. Number of hours taught per week substantially the same as position applied for.
- e. Length of work year substantially the same as position applied for.

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- f. The prior experience is helpful to the teaching assignment applied for.

2. Experience Credit for Career Center Teachers

The following shall apply only to those teachers assigned to the Elkhart Area Career Center who hold an Occupational Specialist license.

- a. All professional instructional staff members must qualify for an appropriate teaching license. A copy of said license must be on file with the Director of Human Resources. Teachers with an Occupational Specialist license shall be placed on the Certified Teacher Salary Schedule.
- b. The Director of Human Resources shall have the final decision on all matters concerning recognition of teaching and/or work experience submitted for initial placement.
- c. As a teacher operating under an Occupational Specialist license, work experience submitted for initial placement on the Certified Teacher Salary Schedule shall be certified in writing by the private or public sector employer prior to initial employment of the teacher by the Board.
- d. Work experience shall be defined as employment in a skilled trade, business, or industry, applicable to the position for which the teacher is to be employed.
- e. A teacher may be granted the amount of one year of experience for each full year of completed teaching experience, and/or one year of experience each year of approved work experience.

3. Granting of Experience Credit for Military Service

A teacher will be granted the amount of one (1) year of experience credit for completion of each full year of verified honorable military service, or verified alternate service, provided any such service fulfilled an existing legal military obligation. Notwithstanding the above, no more than four (4) years of experience credit shall be granted for such service.

- 4. Upon issuance of an initial regular teacher's contract, a conference between the employer and prospective teacher shall be held at which time the prospective teacher shall have an opportunity to identify, at that time, all rights under this Article. Any claim shall be subject to verification. The teacher shall have the burden of proof in establishing such claim or claims under this Article.

C. Granting of Academic Credit to New Teachers

- 1. A teacher who earns academic credit subsequent to the completion of a Bachelor's Degree program but prior to being hired by Elkhart Community Schools may receive credit for such course work. Such academic courses must be within the area of the teacher's current assignment or be related to and helpful in the teacher's current assignment and should increase the instructional skills of the teacher. A teacher may not receive credit for workshops or other activities completed prior to being hired by Elkhart Community Schools. Credits for academic courses completed prior to being hired by Elkhart Community Schools will be subject to the approval of the Director of Human Resources.
- 2. For Career Center teachers: college, university, and trade or technical school credit, in addition to what's required for teacher licensing, may be applied to the Certified Teacher Salary Schedule.

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D. Compensation Plan

Salary Range

- a. The salary range, not including current year increases or TRF contributions, of a teacher employed with Elkhart Community Schools ranges from \$44,000 to \$85,630.
- b. The minimum new hire salary is \$46,000.

Base Salary Increase

- a. General Eligibility: Any teacher who received an evaluation rating of Ineffective or Improvement Necessary in the prior school year is not eligible for any salary increase and remains at their prior year's salary. All other teachers are eligible for a salary increase, including those not evaluated for the previous year.
- b. Factors and Definitions
 - (1) Evaluation rating: The teacher did not receive a rating of Ineffective or Improvement necessary in the prior school year.
 - (2) Possess a content area master's degree: The teacher earned a master's degree in a content area as defined by the Indiana Department of Education after November 15, 2023.
- c. Distribution - Advancing on the Salary Schedule (See Appendix A)
 - (1) For 2024-2025, the increase for advancing a row in either column is \$2,000 for evaluation (\$1,000 step plus a \$1,000 increase to each cell on the previous schedule).
 - (2) For 2024-2025, the increase for advancing a column, but staying in the same row is \$3,000 (\$1,000 for the first year of possessing a content area Master's degree and \$2,000 for evaluation).
- d. Redistribution of Compensation Plan Allocation

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective, including those not evaluated during the prior year. The redistribution will be in the form of a stipend paid on the last pay date in January.

3. Newly Hired Teachers

- a. Newly hired teachers will be placed on the Certified Teacher Salary Schedule (Appendix A) commensurate with their educational attainment and total years of experience recognized by the Human Resources Director. Placement will align with, but not exceed, the mode salary of current ECS teachers who have the same educational attainment and recognized year of experience. If no exact comparable exists within the district, a newly hired teacher will be placed on the Certified Teacher Salary Schedule (Appendix A) based on the average (mean) salary of current ECS teachers whose qualifications most closely match their education level and years of experience.

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b. Per Diem Rate

The Per Diem or Daily Rate for a bargaining unit member shall be determined by dividing the base salary for a bargaining unit member by 184.

5. Compensation for Part-Time Teachers

Compensation for part-time teachers will be determined by dividing the average number of student contact minutes the bargaining unit member is working, plus fifteen (15) minutes before and after student contact time, each day divided by 340. The report time for the teacher shall be adjusted accordingly and the additional thirty (30) minutes shall be used by the teacher on a part-time contract for collaboration, consultation, and preparation.

6. Compensation for Teachers with Extended Contracts

Compensation for teachers with extended contracts shall be determined by adding the teacher's base salary to the teacher per diem rate for each 7.5 hour day worked beyond 184 days.

F. Emergency Closing of Schools

If a teacher finds that he or she cannot report for assignment because of hazardous road conditions, substitute wages only will be deducted from such teacher's salary unless personal leave is taken.

G. Temporary Differential

At the discretion of the Superintendent or designee with prior notification to the Association President or Designee, temporary differentials will be paid in addition to the regular Career Pathway Schedule for the following reasons:

1. Responsibility -- a teacher approved for a temporary differential for an assigned temporary responsibility will be paid a differential, at the teacher's professional hourly rate, while he or she carries that responsibility.
2. Extra Work -- a teacher approved for a temporary differential for assigned work, with the exception of curriculum development, beyond his or her normal load will be paid a differential, at the teacher's professional hourly rate, while he or she performs that extra work.
3. Orientation --
 - a. New Teachers: Orientation of new teachers will be paid at the professional development rate.
 - b. New Assignment: A teacher who has been given a different assignment during the school year may be given release time for a period of orientation at the discretion of the Superintendent. A teacher entering the system during the school year or one who has been given a different assignment during the school year may be paid for a period of orientation when it has been authorized by the Superintendent.
4. The duties described above are listed for informational purposes only; the rate of pay is the only thing that must be the subject of negotiations.

H. Additional Instructional Responsibility

1. Elementary and Secondary

- a. When no substitute is available to replace an absent teacher, then a teacher or teachers (2) in the building may be assigned, by the

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building administrator, the responsibility and shall be compensated at a rate of .001 of the Bachelor's base salary per hour, for each hour in half-hour increments, when he or she is fulfilling such assigned responsibility, other than his or her normal assignment.

- b. When a teacher is assigned the sole responsibility of instructing all students of an absent teacher for the entire instructional day, the teacher shall receive pay at the rate of .008 of the Bachelor's base salary for each full day of instruction.

2. Secondary

In the event a secondary teacher is assigned a required duty to deliver an additional section of classroom instruction beyond a teacher's normal instructional load for an extended period of time (usually a semester or a year), said teacher shall be compensated at a rate equal to said teacher's daily rate divided by 7.0 plus a premium of seventeen dollars and fifty cents (\$17.50) for each hour. The time spent each day delivering instruction as a result of the overload shall be rounded up to the next hour. Compensation will be calculated only for each day the additional section is taught.

- 3. Portions of this section unrelated to wages are practices of the school; as such, this language was not bargained and is included for information purposes only.

I. Compensation for Synchronous Instruction of Online Students

When a teacher is required to provide synchronous instruction for an on-line student, as a result of an alternative placement or building master schedule needs, the teacher shall receive additional compensation for each course or subject area taught per grading period according to the schedule set forth below:

One to five students	\$500
Six to ten students	\$1,000
Eleven to fifteen students	\$1,500
Sixteen to twenty students	\$2,000
Twenty-one to thirty students	\$2,500

J. Compensation for Non-ENL Teachers Carrying ENL Licensure

When a teacher (whose primary role is not ENL) has ENL licensure and is assigned the following Teacher of Record responsibilities (e.g. supporting the TOS in the preparation of the student's ILP, and providing consultation with the TOS in providing services to the EL students) for EL students in their class/Professional Learning Community (PLC)/Grade Level/Content Area, the teacher shall receive additional compensation each semester according to the schedule set forth below:

One to five students	\$1,000
Six to ten students	\$1,500
Eleven to fifteen students	\$2,000
Sixteen to twenty students	\$2,500
Twenty-one to thirty students	\$3,000

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K. Mentor Stipend

The Employer will pay a total of six hundred (\$600) dollars as a stipend to mentor a teacher new to the district. The stipend may be divided among a maximum of four (4) mentor teachers. This stipend is not included in the compensation plan and as such is not subject to the provisions of Indiana Code 20-28-9-1.5.

L. Extended Contractual Compensation

A teacher shall not be required to work without pay prior to or after the dates specified on the individual teacher's Regular Teacher's Contract for which teaching or additional services are to be rendered. When a teacher is requested to work prior to or after the dates specified on the individual teacher's Regular Teacher's Contract for which teaching, or additional services are to be rendered, the teacher shall be paid, for each full day worked, his or her per diem rate; or for each hour worked, his or her hourly rate, as computed on the existing Career Pathway Schedule, Appendix A.

M. Professional Development Rate

Teachers will be paid thirty-six (\$36) dollars per hour for participation in voluntary professional development activities occurring outside of the teachers' contracted workday. Such activities shall be calculated for purposes of compensation in half-hour increments.

Portions of the section unrelated to wages are practices of the school; as such, this language was not bargained and is included for information purposes only.

N. Added Pay Schedule

1. All continuing additional pay assignments shall be compensated in accordance with Appendix B. Part B.1 will be for the Added Pay/Extra Duty positions and Part B.2 will be for the Added Pay/Included Duty positions. The Added Pay Schedule does not impose an obligation on the employer to fill any vacant positions.
2. For included duty positions, the added pay position is not severable from the regular teacher's contract unless mutually agreeable. The continued employment of such teacher is based on the satisfactory evaluations of duties related to both parts of the individual contract. This shall be applicable to included duty positions as follows:
 - a. Positions in Appendix B.2 have responsibilities which are an integral part or an extension of a related instructional assignment and are not severable from the assignment.
 - b. Positions in Appendix B.2, the teacher accepts as a condition of initial Employment.
3. A teacher with an Added-Pay/Extra-Duty position may choose to split the pay and responsibilities of the position with one other teacher on a fifty/fifty (50/50) basis. Such a split requires the approval of the building administrator and the District Counsel/Chief of Staff. The ETA President shall receive a copy of all positions approved for such a split within ten (10) workdays of the position being filled.
4. With the exception of included duty positions and positions with responsibilities throughout the school year (e.g. class sponsor, department chair, MTSS, etc.), compensation for added pay positions will be paid to teachers holding said positions in four (4) equal payments during the season. A proposed payment schedule for the following school year for added pay positions, other than non-seasonal positions, shall be published

ARTICLE SIX
SALARY

by the Business Office on or before May 25 and provided to the Association President at least 10 days before publication.

5. In the event an employee with an added pay assignment experiences an extended absence during the time when the employee is expected to perform the primary duties related to the added pay assignment, the employee's compensation shall be prorated for the time they performed the assignment.

6. 2022 Higher Learning Commission Standards Eligibility

- a. Content Area Teachers

Teachers who have completed Master's level course work in a content area satisfying the 2022 Higher Learning Commission Standards related to courses resulting in college credit for students shall be entitled to additional compensation set forth under Appendix B and identified as "Dual Credit Qualified".

Teachers will become eligible for this stipend when, during the course of their post graduate work, they have successfully completed eighteen (18) graduate credit hours in a core subject area (e.g. mathematics, economics, African History, Creative Writing, Chemistry, French, etc.) in addition to a Master's degree in a different subject, or obtained a Master's Degree in a core subject area. In both instances, the graduate degree or 18 hours of graduate coursework must be in a subject for which dual credit courses exist. Occasionally, teachers may have these credentials in more than one core subject area. In a circumstance such as this, the teacher would be eligible for the "Dual Credit Qualified" stipend for each of those areas.

Teachers who believe they meet the criteria allowing receipt of this added pay should submit evidence in the form of transcripts from the degree granting institution to the Human Resources Department. The transcripts will then be reviewed by district administrators in order to determine whether the submitted evidence meets the requirements of the Master Contract.

- b. EACC Teachers

CTE Teachers assigned to the Elkhart Area Career Center who meet the criteria set forth below will be entitled to additional compensation set forth under Appendix B and identified as "Dual Credit Qualified":

- Successfully completed a predetermined number of years in the field with evidence of ongoing industry approved professional development.
- Earned and maintained industry recognized credentials related to the field of training.
- Completed bachelor's and beyond post-secondary education, paired with industry documented employment in the field of study.

- O. Retention Stipend

Teachers will be paid an annual teacher retention stipend in the sum of one thousand (\$1,000) dollars to be paid with their second pay in March to teachers who were employed by the district during the prior school year and are continuing in active employment with ECS as of March 1st. This stipend shall not be

ARTICLE SIX
SALARY

considered to be part of the compensation plan as it is not applicable to all teachers.

P. Dual Credit

A dual-credit stipend of one thousand two hundred fifty (\$1,250) dollars will be paid each semester to any teacher providing instruction in a dual credit course.

ARTICLE SEVEN
SEVERABILITY

ARTICLE SEVEN

SEVERABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement.

ARTICLE EIGHT
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

ARTICLE EIGHT

EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

The parties acknowledge during the bargaining which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the exclusive representative, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they bargained or signed this Agreement.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the employer and the exclusive representative and constitutes the entire agreement between the parties.

- A. This agreement shall become effective as of July 1, 2024 and remain in effect until June 30, 2025.
- B. This negotiations agreement is so attested to by the parties whose signatures appear below.

ATTESTATION

The Employer and the Association held a public hearing on September 5, 2024 for the purpose of taking public testimony regarding the subjects of collective bargaining set forth in IC 20-29-6-4. The opportunity to participate by means of electronic communication was not offered.

On November 1, 2024, the Employer held a public meeting to discuss the tentative agreement entered into by representatives of the Employer and the Association pursuant to IC 20-29-6-19. The opportunity to participate by means of electronic communication was offered.

On November 12, 2024, a public meeting was held during which this Professional Negotiated Agreement was ratified by the Employer. The opportunity to participate by electronic communication was offered.

Signatures to following:

ELKHART TEACHERS ASSOCIATION, INC. ADMINISTRATIVE NEGOTIATING TEAM

By _____
Jessica Ramirez, Spokesperson

By _____
W. Douglas Thorne, Spokesperson

APPENDICES

APPENDIX A
 2024 – 2025 Certified Teacher Salary Schedule

2024-2025 Certified Teacher Salary Schedule		
Row	BA/BS	MA/MS
A	\$43,000	\$45,000
B	\$44,000	\$46,000
C	\$45,000	\$47,000
**D	\$46,000	\$48,000
E	\$47,000	\$49,000
F	\$48,000	\$50,000
G	\$49,000	\$51,000
H	\$50,000	\$52,000
I	\$51,000	\$53,000
J	\$52,000	\$54,000
K	\$53,000	\$55,000
L	\$54,000	\$56,000
M	\$55,000	\$57,000
N	\$56,000	\$58,000
O	\$57,000	\$59,000
P	\$58,000	\$60,000
Q	\$59,000	\$61,000
R	\$60,000	\$62,000
S	\$61,000	\$63,000
T	\$62,000	\$64,000
U	\$63,000	\$65,000
V	\$64,000	\$66,000
W	\$65,000	\$67,000
X	\$66,000	\$68,000
Y	\$67,000	\$69,000
Z	\$68,000	\$70,000
AA	\$69,000	\$71,000
BB	\$70,000	\$72,000
CC	\$71,000	\$73,000
DD	\$72,000	\$74,000
EE	\$73,000	\$75,000
FF	\$74,000	\$76,000
GG	\$75,000	\$77,000
HH	\$76,000	\$78,000
II	\$77,000	\$79,000
JJ	\$78,000	\$80,000
KK	\$79,000	\$81,000
LL	\$80,000	\$82,000
MM	\$81,000	\$83,000
NN	\$82,000	\$84,000
OO	\$83,000	\$85,000
**Beginning teacher salary \$46,000		

APPENDIX B
 ADDED PAY SCHEDULE

ADDED PAY SCHEDULE
 2024 - 2025 SCHOOL YEAR

B-1. ADDED PAY/EXTRA DUTY

	INDEX	AMOUNT	Year (Y) Fall (F) Winter (W) Spring (S) Claim (C)
BASE	33,000		
SYSTEM-WIDE ASSIGNMENTS			
Academic Dean Stipend	0.12000	3,960	Y
National Board Certification (\$500 each)		500	Y
Cooper Science Lab Coordinator	0.04000	1,320	Y
Athletic Training Coordinator	0.04000	1,320	Y
Science Fair Coordinator	0.04500	1,485	W
Assistant Science Fair Coordinator	0.02250	745	W
Science Mentor Coordinator	0.03000	990	W
MTSS Coordinator	0.08000	2,640	Y
MTSS Team Member	0.04000	1,320	Y
Building Level Bully Prevention Coordinator	0.15000	4,950	Y
Alternative Programs Lead Teacher	0.14000	4,620	Y
Blind/Low Vision/Braille	0.12000	3,960	Y
Building Level High Ability Coordinator	0.04000	1,320	Y
District Wellness Coordinator	0.03000	990	Y
Building Wellness Coordinator	0.01500	495	Y
New Teacher Mentor		600	C
**Contest Advancement		200	C
LEAD TEACHER:			
PACE	0.03500	1,155	Y
School Psychologist	0.12000	3,960	Y
Speech Pathologist	0.12000	3,960	Y
Content Area Specialist:			
Mathematics			
- Grades 9 - 12	0.15000	4,950	Y
- Grades 7 - 8	0.14000	4,620	Y
- Grades 3 - 6	0.15000	4,950	Y
- Grades K - 2	0.15000	4,950	Y
Language Arts			
- Grades 9 - 12	0.15000	4,950	Y
- Grades 7 - 8	0.14000	4,620	Y
- Grades 3 - 6	0.15000	4,950	Y
- Grades K - 2	0.15000	4,950	Y
Social Studies			
- Grades 9 - 12	0.15000	4,950	Y
- Grades 7 - 8	0.14000	4,620	Y
- Grades K - 6	0.15000	4,950	Y
Science			

APPENDIX B
ADDED PAY SCHEDULE

- Grades 9 - 12	0.15000	4,950	Y
- Grades 7 - 8	0.14000	4,620	Y
- Grades K - 6	0.15000	4,950	Y
Special Education			
- Grades 9 - 12	0.15000	4,950	Y
- Grades 7 - 8	0.14000	4,620	Y
- Grades K - 6	0.15000	4,950	Y
Intense Interventions (SPED)			
-K - 6	0.14000	4,620	Y
-7 - 12	0.14000	4,620	Y
English Language Learners (ELL)			
- Grades 7 - 12	0.15000	4,950	Y
- Grades K - 6	0.15000	4,950	Y
Physical Education/Health			
- Grades K - 6	0.14000	4,620	Y
- Grades 7 - 12	0.14000	4,620	Y
Art			
- Grades K - 12	0.14000	4,620	Y
Library/Media			
- Grades 7 - 12	0.14000	4,620	Y
World Languages			
- Grades 9 - 12	0.14000	4,620	Y
Business			
- Grades 9 - 12	0.14000	4,620	Y
Counseling			
- Grades 7 - 12	0.14000	4,620	Y
Family and Consumer Science (FACS)			
- Grades 9 - 12	0.14000	4,620	Y
Engineering and Technology			
- Grades 9 - 12	0.14000	4,620	Y
Agricultural Science			
- Grades K - 12	0.14000	4,620	Y
Hourly Employment			
Building Rental Manager		14.50	C
Curriculum Development		33.66	C
Data Coordinator		35.00	C
Technology Coordinator		35.00	C
Translator/Interpreter		25.00	C
Intramurals		7.25	C
Evening High School Coordinator	0.00100	33.00	C
Homebound or Adult Continuing Education	0.00113	37.29	C
HIGH SCHOOL ASSIGNMENTS			
Schools of Study Lead Teachers			
School of Arts and Communication	0.14000	4,620	Y
School of Business and International Relations	0.14000	4,620	Y
School of Engineering, Technology, and Innovation	0.14000	4,620	Y

APPENDIX B
ADDED PAY SCHEDULE

School of Health and Public Safety	0.14000	4,620	Y
School of Human Services	0.14000	4,620	Y
School of Natural Resources	0.14000	4,620	Y
Freshman Division Lead Teachers			
Freshman Academy Lead Teachers	0.07500	2,475	Y
Elkhart Academy Lead Teacher			
Elkhart Academy Lead Teachers	0.14000	4,620	Y
Athletics			
Cross Country Coach	0.12000	3,960	F
Cross Country Assistant Coach	0.06000	1,980	F
Crew Coach	0.15000	4,950	S
Assistant Crew Coach	0.07500	2,475	S
Archery Coach	0.10000	3,300	S
Assistant Archery Coach	0.05000	1,650	S
Lacrosse Coach	0.15000	4,950	S
Lacrosse Assistant Coach	0.07500	2,475	S
Coed Dive Coach	0.10000	3,300	W
Unified Track Coach	0.10000	3,300	S
Unified Track Assistant Coach	0.05000	1,650	S
Unified Football Coach	0.07500	2,475	F
Unified Football Assistant Coach	0.03750	1,240	F
Football Cheerleader Coach	0.15000	4,950	F
Football JV Cheerleader Coach	0.07500	2,475	F
Football Freshman Cheerleader Coach	0.07500	2,475	F
Basketball Cheerleader Coach	0.15000	4,950	W
Basketball JV Cheerleader Coach	0.07500	2,475	W
Basketball Freshman Cheerleader Coach	0.07500	2,475	W
Boys Athletics			
Head Basketball Coach	0.30000	9,900	Y
Assistant Basketball Coach	0.15000	4,950	W
Freshman Basketball Coach	0.10000	3,300	W
Head Football Coach	0.30000	9,900	Y
Assistant Football Coach	0.15000	4,950	F
Freshman Football Coach	0.10000	3,300	F
Baseball Coach	0.15000	4,950	S
Assistant Baseball Coach	0.07500	2,475	S
Freshman Baseball Coach	0.07500	2,475	S
Track Coach	0.15000	4,950	S
Assistant Track Coach	0.07500	2,475	S
Golf Coach	0.10000	3,300	S
Assistant Golf Coach	0.05000	1,650	S
Wrestling Coach	0.15000	4,950	W
Assistant Wrestling Coach	0.07500	2,475	W
Freshman Wrestling Coach	0.07500	2,475	W
Swimming Coach	0.15000	4,950	W
Assistant Swimming Coach	0.07500	2,475	W
Tennis Coach	0.14000	4,620	F
Assistant Tennis Coach	0.07000	2,310	F
Freshman Tennis Coach	0.07000	2,310	F
Soccer Coach	0.18180	6,000	F
Assistant Soccer Coach	0.09090	3,000	F
Freshman Soccer Coach	0.09090	3,000	F
Volleyball Coach	0.15000	4,950	S
Assistant Volleyball Coach	0.07500	2,475	S
Girls Athletics:			
Basketball Coach	0.30000	9,900	Y

APPENDIX B
ADDED PAY SCHEDULE

Assistant Basketball Coach	0.15000	4,950	W
Freshman Basketball Coach	0.10000	3,300	W
Swimming Coach	0.15000	4,950	W
Assistant Swimming Coach	0.07500	2,475	W
Volleyball Coach	0.15000	4,950	F
Assistant Volleyball Coach	0.07500	2,475	F
Freshman Volleyball Coach	0.07500	2,475	F
Gymnastics Coach	0.15000	4,950	W
Assistant Gymnastics Coach	0.07500	2,475	W
Track Coach	0.15000	4,950	S
Assistant Track Coach	0.07500	2,475	S
Golf Coach	0.10000	3,300	F
Assistant Golf Coach	0.05000	1,650	F
Softball Coach	0.15000	4,950	S
Assistant Softball Coach	0.07500	2,475	S
Freshman Softball Coach	0.07500	2,475	S
Soccer Coach	0.18180	6,000	F
Assistant Soccer Coach	0.09090	3,000	F
Freshman Soccer Coach	0.09090	3,000	F
Tennis Coach	0.14000	4,620	S
Assistant Tennis Coach	0.07000	2,310	S
Freshman Tennis Coach	0.07000	2,310	S
Wrestling Coach	0.15000	4,950	W
Assistant Wrestling Coach	0.07500	2,475	W
Athletic-Related Assignments:			
Ticket Manager	0.10000	3,300	Y
Sports Information Director	0.10000	3,300	Y
Athletic Trainer	0.24000	7,920	Y
Supervisor and Instructor of Student Trainers	0.04000	1,320	Y
Supervision Manager	0.06800	2,245	Y
Cheer Block Sponsor	0.03000	990	Y
Booster Club Sponsor	0.03000	990	Y
Non-Athletic Assignments:			
Dual Credit Qualified (\$500 each content area) <i>(using 2022 Higher Learning Commission Stds.)</i>		500	Y
AP Instructor (per semester)		500	C
EHS Activities Director	0.15000	4,950	Y
Freshman Division Activities Director	0.03500	1,155	Y
Theatre Director	0.15000	4,950	Y
Assistant Theatre Director	0.07500	2,475	Y
Forensics Coach	0.14000	4,620	Y
Assistant Forensics Coach	0.06800	2,245	Y
Speech Coach	0.11000	3,630	Y
Assistant Speech Coach	0.05000	1,650	Y
Mock Trial Coach	0.02000	660	S
ElkLogic Robotics Coach	0.15000	4,950	Y
ElkLogic Robotics Assistant Coach	0.07500	2,475	Y
E-Sports Coach	0.07500	2,475	Y
Marching Band Color Guard Director	0.12000	3,960	F
Marching Band Assistant Color Guard Director	0.06000	1,980	F
Winter Color Guard Director	0.12000	3,960	W
Winter Color Guard Assistant Director	0.06000	1,980	W
Pep Band	0.04000	1,320	W
Marching Band Percussion Director	0.12000	3,960	F
Marching Band Percussion Assistant Director	0.06000	1,980	F
Winter Percussion Director	0.12000	3,960	W

APPENDIX B
ADDED PAY SCHEDULE

Winter Percussion Assistant Director	0.06000	1,980	W
Musical Pit Orchestra Director	0.04000	1,320	W
Musical Vocal Director	0.04000	1,320	W
Co-Curricular Jazz			
Jazz Choir	0.02500	825	Y
Jazz Band	0.02500	825	Y
Jazz String	0.02500	825	Y
Extra-Curricular Jazz			
Jazz Choir	0.05000	1,650	Y
Jazz Band	0.05000	1,650	Y
Jazz String	0.05000	1,650	Y
Art Café	0.04100	1,355	Y
Move to Stand	0.02000	660	Y
Sigma Beta Upsilon	0.01350	450	Y
Key Club	0.02000	660	Y
Academic Competition Teams (Full Squad Competing Teams)	0.07700	2,545	Y
Elkhart Academy PRIDE Ambassador Sponsor	0.03000	990	Y
National Honor Society	0.03000	990	Y
National Honor Society Assistant	0.01500	495	Y
Student Government Sponsor	0.03000	990	Y
Student Government Assistant Sponsor	0.01500	495	Y
Senior Class Sponsor	0.02800	925	Y
Senior Class Assistant Sponsor	0.01400	465	Y
Junior Class Sponsor	0.03500	1,155	Y
Junior Class Assistant Sponsor	0.01750	580	Y
Sophomore Class Sponsor	0.02000	660	Y
Sophomore Class Assistant Sponsor	0.01000	330	Y
Freshman Class Sponsor	0.02000	660	Y
Freshman Class Assistant Sponsor	0.01000	330	Y
MIDDLE SCHOOL ASSIGNMENTS:			
Building Department Chairpersons			
English, Mathematics	0.08800	2,905	Y
Science, Social Studies, ELL	0.04700	1,555	Y
Special Education	0.08800	2,905	Y
Art, FACS, Industrial Arts, Media, Music, Physical Education/Health	0.03500	1,155	Y
Athletics			
Eighth Grade Basketball Coach	0.10000	3,300	W
Eighth Grade Assistant Basketball Coach	0.03750	1,240	W
Seventh Grade Basketball Coach	0.10000	3,300	W
Seventh Grade Assistant Basketball Coach	0.03750	1,240	W
Eighth Grade Track Coach	0.05500	1,815	S
Eighth Grade Assistant Track Coach	0.03750	1,240	S
Seventh Grade Track Coach	0.05500	1,815	S
Seventh Grade Assistant Track Coach	0.03750	1,240	S
Eighth Grade Soccer Coach	0.07500	2,475	F
Eighth Grade Assistant Soccer Coach	0.03750	1,240	F
Seventh Grade Soccer Coach	0.07500	2,475	F
Seventh Grade Assistant Soccer Coach	0.03750	1,240	F
Eighth Grade Lacrosse Coach	0.07500	2,475	S
Eighth Grade Assistant Lacrosse Coach	0.03750	1,240	S
Seventh Grade Lacrosse Coach	0.07500	2,475	S
Seventh Grade Assistant Lacrosse Coach	0.03750	1,240	S
Eighth Grade Volleyball Coach	0.07500	2,475	F
Eighth Grade Assistant Volleyball Coach	0.03750	1,240	F
Seventh Grade Volleyball Coach	0.07500	2,475	F
Seventh Grade Assistant Volleyball Coach	0.03750	1,240	F

APPENDIX B
ADDED PAY SCHEDULE

Cross Country Coach	0.07500	2,475	F
Assistant Cross Country Coach	0.03750	1,240	F
Swimming Coach	0.05500	1,815	W
Tennis Coach	0.05500	1,815	S
Football Eighth Grade Cheerleader Coach	0.07500	2,475	F
Football Seventh Grade Cheerleader Coach	0.07500	2,475	F
Basketball Eighth Grade Cheerleader Coach	0.07500	2,475	W
Basketball Seventh Grade Cheerleader Coach	0.07500	2,475	W
Boys Athletics			
Eighth Grade Feeder Football Coach	0.10000	3,300	F
Eighth Grade Feeder Assistant Football Coach	0.05000	1,650	F
Seventh Grade Feeder Football Coach	0.10000	3,300	F
Seventh Grade Feeder Assistant Football Coach	0.05000	1,650	F
Wrestling Coach	0.07500	2,475	W
Assistant Wrestling Coach	0.03500	1,155	W
Non-Athletic Assignments:			
Middle School Jazz Band	0.05000	1,650	Y
Middle School Jazz Choir	0.05000	1,650	Y
Middle School Jazz Orchestra	0.05000	1,650	Y
Theatre Director	up to 0.05000	550 to 1,605	Y
Yearbook Sponsor	0.03000	990	Y
Debate Coach	0.01000	330	Y
Move to Stand	0.02000	660	Y
Academic Competition (Full Squad Competing Teams)	0.05000	1,650	Y
Robotics Coach	0.05000	1,650	Y
Junior Honor Society	0.01500	495	Y
Student Council	0.01500	495	Y
Science Fair Coordinator	0.01700	565	W
ELEMENTARY ASSIGNMENTS:			
Athletics			
System-wide Athletic Director	0.24000	7,920	Y
Boys Basketball Coach	0.04850	1,605	W
Boys Softball Coach	0.02100	695	S
Boys Track Coach	0.01500	495	F
Boys Football Coach	0.04850	1,605	S
Boys Soccer Coach	0.04850	1,605	F
Boys Volleyball Coach	0.04850	1,605	S
Lacrosse Coach	0.03200	1,060	S
Girls Volleyball Coach	0.04850	1,605	F
Girls Basketball Coach	0.04850	1,605	W
Girls Softball Coach	0.02100	695	S
Girls Track Coach	0.01500	495	F
Girls Soccer Coach	0.04850	1,605	S
Assistant Basketball Coach	0.02425	805	W
Assistant Softball Coach	0.01050	350	S
Assistant Track Coach	0.00750	250	F
Assistant Football Coach	0.02425	805	S
Assistant Soccer Coach	0.02425	805	F
Assistant Lacrosse Coach	0.01600	530	S
Assistant Volleyball Coach	0.02425	805	S
Football Cheerleader Coach	0.02500	825	S
Basketball Cheerleader Coach	0.02500	825	W
Non-Athletic Assignments:			
Drumming	0.04800	1,585	Y
Safety Patrol Sponsor	0.01700	565	Y

APPENDIX B
ADDED PAY SCHEDULE

Science Fair Coordinator	0.01700	565	W
Robotics Coach	0.05000	1,650	F
Academic Competition (Full Squad Competing Teams)	0.05000	1,650	VARIES
Oratorical	0.02400	795	S
Student Council	0.00750	250	Y
UNIFIED SPORTS			
Special Olympics Coordinator (hourly rate)		7.50	Y
Special Olympics Basketball Coach – Traditional	0.04100	1,355	W
Special Olympics Middle/Elementary School Coach – Unified	0.04100	1,355	S
ELKHART AREA CAREER CENTER			
Lead teacher at EACC Annex	0.10000	3,300	Y
Vocational Club Coordination Sponsor	0.05000	1,650	Y
Vocational Advisors	0.01500	495	Y
Attendance at State Competition		500	C
Attendance at National Competition		1,000	C
Approved Equipment Repair, Maintenance or Procurement (hourly rate)	0.00100	33.00	C
Guidance Chairperson	0.07000	2,310	Y
Student Enterprise Program Sponsor	0.04100	1,355	Y
National Honor Society Sponsor	0.03000	990	Y
B-2 ADDED PAY/INCLUDED DUTY			
SYSTEM-WIDE ASSIGNMENTS			
6 th Grade Band	0.04800	1,585	Y
6 th Grade Orchestra	0.04800	1,585	Y
Psychologist	0.06800	2,245	Y
HIGH SCHOOL ASSIGNMENTS			
Director of Bands	0.18000	5,940	Y
Lead Band Director Freshman Division	0.13010	4,295	Y
Assistant Band Director	0.09000	2,970	Y
Head Band Director Competitive Marching Band	0.15000	4,950	Y
Assistant Band Director Competitive Marching Band	0.07500	2,475	Y
Director of Orchestras	0.12000	3,960	Y
Lead Orchestra Director Freshman Division	0.10000	3,300	Y
Assistant Orchestra Director	0.06000	1,980	Y
Director of Choirs	0.12000	3,960	Y
Lead Choir Director Freshman Division	0.10000	3,300	Y
Assistant Choir Director	0.06000	1,980	Y
Yearbook Sponsor	0.14000	4,620	Y
Publication Sponsor	0.14000	4,620	Y
Media Specialist	0.04700	1,555	Y
MIDDLE SCHOOL ASSIGNMENTS:			
Activities Director	0.24000	7,920	Y
Media Specialist	0.03000	990	Y
Middle School Band	0.10000	3,300	Y
Assistant Middle School Band	0.05000	1,650	Y
Middle School Orchestra	0.10000	3,300	Y
Assistant Middle School Orchestra	0.05000	1,650	Y
Middle School Choir	0.10000	3,300	Y
Assistant Middle School Choir	0.05000	1,650	Y
ELEMENTARY ASSIGNMENTS			
Elementary Music	0.01000	330	Y

** Contest Advancement – This provision is applicable for all extra-curricular and co-curricular programs with officially sanctioned contests. When a program advances beyond sectionals (or the first-round equivalent), “coaches” are eligible for this stipend paid by claim, signed by the Building Principal, for each additional level of competition (e.g. regional, semi-state, state, etc.).

APPENDIX C
GRIEVANCE REPORT FORM

STEP 1 (INFORMAL LEVEL)

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STATEMENT OF GRIEVANCE

- A. Teacher(s) involved. _____

- B. Date grievance occurred. _____

- C. Specific facts giving rise to grievance. _____

- D. Article and Section of Agreement or Board Policy violated.

- E. Specific relief requested. _____

- F. Date informal meeting held. _____
- G. Decision by principal and date grievant was informed of decision. _____

Principal's Signature

Grievant(s) signature.

Distribution of copies:
Superintendent
Grievant(s)

Principal or authorized administrator
Grievance Chairperson

APPENDIX C

GRIEVANCE REPORT FORM (Page 2)

STEP 2 (FORMAL LEVEL)

H. Date grievance formally submitted to principal or authorized administrator.

I. Disposition by principal or authorized administrator and date given to grievant(s). _____

Date _____

*J. Resolution accepted. _____

STEP 3 (SUBMISSION TO SUPERINTENDENT OR DESIGNEE)

K. Date Step 3 grievance filed with superintendent. _____

L. Signature of grievant(s). _____

M. Date received by superintendent or authorized representative. _____

N. Disposition by superintendent or authorized representative. _____

*O. Date superintendent's response distributed. _____

P. Date received by grievant. _____

STEP 4

*Q. Position of Association by _____

Resolution accepted _____

Proceed to binding arbitration _____

**Note: Distribution of copies is to be made after Item K by the grievant, after Q by the Association and after Items O and T/U by the Administration.*

Distribution of copies:

Superintendent

Grievant(s)

Principal or authorized administrator

Grievance Chairperson

APPENDIX D

RETIREMENT BENEFITS – *(This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)*

2001 – 2006 401(a) Plan, Severance, Retirement, Death, and Disability Benefits

- A. Effective the 2001-2002 school year, Elkhart Community Schools will begin providing employer contributions into a 401(a) Plan for each teacher. One-half percent (0.5%) of each teacher's monthly base salary for 2002-2003 will be contributed monthly beginning in September of 2002 and ending June 30, 2006. Participants in the 401(a) Plan must have completed ten (10) years of continuous employment with Elkhart Community Schools in order to be vested in the 401(a) Plan.

The vendor for said 401(a) Plan shall be selected by mutual agreement of the Board and ETA.

B. 401(a) Severance and Retirement

1. Severance:

The Employer shall establish a qualified 401(a) Severance Plan for each teacher employed under a teacher's contract with the Elkhart Community Schools on January 1, 2006, or on a Board approved Leave of Absence on that date. The total sum of the amount calculated by Educational Services Corporation as the present value of severance benefits calculated under the terms of the Master Contract in effect on January 1, 2006, shall be contributed to each teacher's individual Severance Plan on or before October 1, 2006. A teacher must have served in the Elkhart Community Schools for ten (10) years and reached the age of fifty (50) or fifteen (15) years in the Elkhart Community Schools and reached the age of forty-five (45) to be vested in the 401(a) Severance Plan. The teacher's age is determined as of December 31st in the calendar year the teacher's final contract expires.

The vendor for said 401(a) Severance Plan shall be selected by mutual agreement of the ETA and the Board.

The terms and conditions for administration of the 401(a) Severance Plan shall be as follows:

- a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for this 401(a) Severance Plan.
- b. Until such time, the teacher has properly severed employment by having given a proper written notice and actually severing employment, the teacher shall have no access to the assets held in his or her separate 401(a) Severance Plan account.
- c. Proper notification shall be construed as written notification of such teacher's resignation for the forthcoming year received by the Superintendent prior to August 1 or the signing of the last individual teacher's contract, whichever comes later. In the event the teacher does not give notice as required and resigns due to ill health, accident, or when mutually agreeable, the required notice shall be waived by the employer.
- d. If a teacher dies or severs employment before satisfaction of the vesting requirements set forth in this agreement, the terminated teacher's 401(a) Severance Plan account shall be forfeited. The ETA president shall receive a list of those teachers whose accounts have been terminated pursuant to this appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA president will receive this list at the end of

APPENDIX D

RETIREMENT BENEFITS – *(This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)*

the plan year. The forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Severance Plan accounts in a manner similar to that used in initially determining the present value calculations and deposited in teacher accounts by June 1. Therefore, the 401(a) Severance Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a 401(a) Severance Plan account.

- (1) Teachers who forfeited their 401(a) Severance Plan accounts in the same year
- (2) Teachers who previously forfeited their 401(a) Severance Plan accounts
- (3) Teachers who have attained the age of 59 and terminate employment in or before the year of reallocated forfeiture

The 401(a) Severance Plan accounts of teachers who have attained the age of 59 but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

- e. Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently re-hired or re-employed by the employer. Said teacher shall be treated as a “new employee” and only be entitled to the benefit for teachers hired subsequent to July 1, 2006. However, if the Board approves a leave of absence for a teacher, such period of leave shall not result in forfeiture, provided the teacher promptly returns to employment upon expiration of the period of leave.
- f. Following severance and the satisfaction of the requirements set forth in this Appendix, the severed teacher may elect to commence distributions from his 401(a) Severance Plan account. If a teacher dies after having satisfied the vesting requirements of this Appendix, the deceased teacher’s 401(a) Severance Plan account shall be distributed to the decedent’s designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) Severance Plan account.
- g. All costs incurred in the administration of the 401(a) Severance Plan and investment fees shall be paid from the 401(a) Severance Plan assets.
- h. Future Adjustments – The parties agree this Appendix, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood the Board and Association may in the future bargain modifications of any kind to this provision, provided however, the future revision of this Appendix shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Appendix.

2. Retirement:

The Employer shall establish a qualified 401(a) Retirement Plan for each teacher employed under a teacher’s contract with the Elkhart

APPENDIX D

RETIREMENT BENEFITS – *(This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)*

Community Schools on January 1, 2006, or on a Board approved Leave of Absence. A teacher must have served in the Elkhart Community Schools fifteen (15) years in the Elkhart Community Schools, reached the age of fifty-five (55), and retire from employment with Elkhart Community Schools to be vested in the 401(a) Retirement Plan. The teacher's age is determined as of December 31st in the calendar year the teacher's final contract expires.

The vendor for said 401(a) Retirement Plan shall be selected by mutual agreement of the ETA and the Board.

The 401(a) Retirement Plan's terms and conditions for administration of the 401(a) Retirement Plan shall be as follows:

- a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for this 401(a) Retirement Plan.
- b. Until such time the teacher has properly retired from employment with Elkhart Community Schools by having given a written notice accepted by the employer, and actually retiring from employment, the teacher shall have no access to the assets held in his or her separate 401(a) Retirement Plan account.
- c. Proper notification shall be construed as written notification of such teacher's retirement for the forthcoming year received by the Superintendent prior to August 1 or the signing of the last individual teacher's contract, whichever comes later. In the event the teacher does not give notice as required and retires due to ill health, accident, or when mutually agreeable, the required notice shall be waived by the employer.
- d. If a teacher dies or severs employment before satisfaction of the requirements set forth in this agreement, the terminated teacher's 401(a) Retirement Plan account shall be forfeited. The ETA president shall receive a list of those teachers whose accounts have been terminated pursuant to this article, which shall list the teacher's name and the total value of the terminated accounts. The ETA president will receive this list at the end of the plan year. The forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Retirement Plan accounts in a manner similar to that used in initially determining the present value calculations and deposited in teacher accounts by June 1. Therefore, the 401(a) Retirement Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a 401(a) Retirement Plan account.
 - (1) Teachers who forfeited their 401(a) Retirement Plan accounts in the same year
 - (2) Teachers who previously forfeited their 401(a) Retirement Plan accounts
 - (3) Teachers who have attained the age of 59 and terminate employment in or before the year of reallocated forfeiture

The 401(a) Retirement Plan accounts of teachers who have attained the age of 59 but have not retired from employment with Elkhart Community Schools may share in the reallocated forfeiture, but on a reduced actuarial basis.

APPENDIX D

RETIREMENT BENEFITS – *(This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)*

Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently re-hired or re-employed by the employer. Said teacher shall be treated as a “new employee” and only be entitled to the benefit for teachers hired subsequent to July 1, 2006. However, if the Board approves a leave of absence for a teacher, such period of leave shall not result in forfeiture, provided the teacher promptly returns to employment upon expiration of the period of leave.

- e. Following retirement and the satisfaction of the requirements set forth in this Appendix, a retired teacher may elect to commence distributions from his 401(a) Retirement Plan account. If a teacher dies after having satisfied the requirements of this Appendix, the deceased teacher’s 401(a) Retirement Plan account shall be distributed to the decedent’s designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) Retirement Plan account.
- f. All costs incurred in the administration of the 401(a) Retirement Plan and investment fees shall be paid from the 401(a) Retirement Plan assets.
- g. Future Adjustments – The parties agree this Appendix, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Appendix shall not affect the retirement benefits of teachers already receiving benefits pursuant to this section.

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ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

Regular Board of School Trustees' Meetings - 2025

Regular meetings will be held at 7:00 p.m. in the J. C. Rice Educational Services Center
2720 California Road, Elkhart, Indiana unless otherwise noted.

A public work session is held at 6:00 p.m. preceding each regular meeting in the J. C. Rice
Educational Services Center, 2720 California Road, Elkhart, Indiana unless otherwise noted.

January	14	2025	July	8	2025
January	28	2025	July	22	2025
February	11	2025	August	12	2025
February	25	2025	August	26	2025
March	11	2025	September	9	2025
March	25	2025	September	23	2025
April	8	2025	October	14	2025
April	22	2025	October	28	2025
May	13	2025	November	11	2025
May	27	2025	November	25	2025
June	10	2025	December	9	2025
June	24	2025	December	16	2025 8:00 a.m.

Any changes to the regular meeting schedule will be determined by Board action and special notice of any variance in date, time, or location will be posted and mailed to persons who have requested the same.

The bi-annual Board retreats/public work sessions are scheduled for January and June with the location to be determined.

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



ELKHART
COMMUNITY SCHOOLS

2024-2025 STUDENT-PARENT GUIDE

Elkhart Community Schools
Educational Service Center
2720 California Road
Elkhart, Indiana 46514
Phone: 574-262-5500

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Dear Students and Parents:

Elkhart Community Schools is committed to the Elkhart Promise of knowing every student by name, challenging them with high quality staff, and working in partnership with the community to make students career, college, and life ready. Nowhere is this relationship more critical than with parents and guardians as our primary partners. To keep our promise to the community, we must establish rules, regulations, and guidelines to allow for the safe, efficient operation of the school corporation. This Student-Parent Guide is our best effort to summarize the things we are required to tell you as well as those things which we believe will allow your student(s) to be highly successful in school. As we work together to provide outstanding experiences for all students and to encourage good, productive communications, I urge you to contact your student's teachers and building principal; we welcome your questions and comments.

Thank you for helping to make Elkhart Community Schools a wonderful place for all students to learn and grow!

Superintendent Larry Huff

School Calendar for 2024-2025

School begins for students
School ends for students

August 15, 2024
May 29, 2025

No School for Students:

Labor Day	September 2
eLearning Day (<i>for all students</i>)	September 19
Elementary/Secondary Parent Teacher Conferences in evening hours only (<i>full day for all students</i>)	October 21 & 22
Elementary/Secondary Parent Teacher Conferences in morning hours only (<i>eLearning day for all students</i>)	October 23
Fall Recess	October 24-28
Thanksgiving Recess	November 27-29
Winter Recess	December 23 - January 3
Martin Luther King Jr. Day	January 20
Presidents Day Recess	February 14-17
eLearning Day (<i>for all students</i>)	March 5
Spring Recess	April 7-11
Memorial Day	May 26



ELKHART
COMMUNITY SCHOOLS

School Admissions

A record of immunizations and a legal birth document are required of all students for entry and must be provided by the parent or legal guardian within 20 days of entry. Failure to provide a record of immunizations will be cause for removal from school. Failure to provide a legal birth document will result in notification to the Indiana clearinghouse for information on missing children. All students must have documentation of required immunizations. A list of required immunizations is available from your school nurse, Student Services, or the Elkhart Community Schools website. Only when a doctor certifies that a required immunization may be detrimental to the child's health, or when the parent indicates in writing a religious objection to such immunization, will the requirement be waived. If a parent is unable to secure immunizations, local service providers are available to provide the immunizations. For this service, the parent needs to contact the school nurse.

Each child of legal settlement shall be eligible for kindergarten providing s/he has attained the age of five (5) on or before August 1st; however, students who have been identified by Elkhart Community Schools as high ability may be enrolled prior to their 5th birthday. Children who transfer into the School Corporation who have attended private or public kindergarten in another locality shall be eligible for kindergarten. See Board Policy 5112 for additional information.

School Attendance Areas

The boundaries for each school district are detailed in Administrative Regulation JC and are available for view in any administrative office in the school district.

Although realtors may know the school district in which a piece of property is located, it is best to call the Educational Services Center at (574) 262-5540 to confirm the information.

Any student interested in a transfer from one school to another within the Elkhart Community Schools must file a transfer request with the Student Services Department. Questions may be directed to (574) 262-5540.

All children are required to attend the school in the attendance area of their legal residence unless they have been approved for a transfer by the Student Services Department or are otherwise entitled to transfer.

Rights

The right to attend any public meetings of the school district

Parents are invited to attend any public meetings of the school district or the school in which their child is enrolled. School Board meetings are held regularly on the second and fourth Tuesday of each month at 7 p.m. in the J.C. Rice Educational Services Center or in designated school buildings.

The right to make suggestions or to ask questions about the school's curriculum

Parents may make suggestions and inquiries concerning curriculum. They may review any instructional materials being used by their children by setting up an appointment with the building principal or the child's teacher. In addition, citizens who find materials being used which are objectionable may use the process provided in Administrative Regulation INB to question the use of certain materials. Questions may be directed to (574) 262-5559.

The right to request consideration for special services

Parents suspecting their child may have a disability which would qualify him/her for special education services under the Individuals with Disabilities Education Act (IDEA) or Indiana's Article Seven should contact the building principal regarding their concern. If special education is to be considered, parents must provide written consent for individual evaluation. Decisions regarding identification of a student as a child with a disability and eligibility for special education services are made by a case conference committee, which includes the parents.

A student who does not qualify as a student with a disability under IDEA/Article Seven may be eligible for services under Section 504 of the Vocational Rehabilitation Act of 1973 if he/she has a disability which substantially limits one or more of life's major activities. Parents suspecting that their child may have a disability which would qualify him/her for services under Section 504 should contact the building principal or the coordinator of Section 504 services (262-5861) regarding their concern. Elkhart Community Schools does not discriminate in admission or access to its programs and activities on the basis of disability.

Parents may also request consideration for High Ability, Limited English Proficiency, and or Behavior Support services.

The right to request exemption from immunizations or attendance in health classes

When the parent indicates a religious objection, a school child shall not be required to be immunized or to receive medical instruction or instruction in hygiene. Such a request for exemption must be in writing and filed with the building principal.

The right to review their child's record

Parents have a right to review the school record of their child. A request needs to be made to the building principal who will schedule an appropriate time and place to meet.

The right to approve their child's participation in field trips

Parents will be asked to provide written consent for their child's participation in educational field trips which may be scheduled away from the school or its nearby surroundings.

The right to contest an expulsion

Parents will be notified by mail of a student's pending expulsion. The parent and student have a right to an expulsion conference, if requested, and to appeal in accordance with Student Due Process procedures. Those procedures are thoroughly outlined in the Rules for a Safe Learning Community and Good School Order, copies of which are provided to all students.

Responsibilities

Parental Responsibilities

It is critical that parents require their child to attend school each day. It is very important for parents to attend parent-teacher conferences to discuss concerns and, at any time, speak with teachers, counselors, administrators, and other school personnel about their child's progress in school. The parent is to report to the school office upon entering the school.

To the greatest extent possible, parents should assess their child's progress on Power School and attend to concerns related to lack of progress.

Indiana Code 20-33-8-26 indicates that a person having care of a dependent student may be required to participate in any action taken in connection with that student's behavior.

It is very important for parents to, at all times, keep the school informed as to how they can be reached in case of an emergency. Please promptly notify the school office of any change in address, phone number, emergency phone number, child custody, or legal residence.

Parents should talk with their children about school and homework every day. Providing a quiet space for children to study (limit distractions like television, computers, phones, video games, etc.), reading with children, and encouraging children to do their best helps to promote educational success.

A child's welfare and custodial care are the parent's responsibility. In addition to school services provided for a child's academic and emotional needs, there are agencies in the community prepared to assist families who are having financial difficulties or problems with the emotional well-being of their child. For information and help, contact the Student Services Department, phone (574) 262-5540.

Financial Responsibility

Parents are legally and financially responsible for their children's deliberate destruction or damage of school property and property of others. This includes, but is not limited to, all books, materials, and technology used by their child.

Compulsory Attendance

Indiana's compulsory attendance law requires children from the age of 7 to 18 to attend school. If a parent chooses to enroll their child in school when he or she is younger than 7 years of age, the student is then included in the compulsory attendance requirement.

Certain absences may be excused in accordance with Board Policy [5200 - Attendance](#). Parents or guardians are responsible for reporting absences within 48 hours of the onset of the student's absence. Family vacations need to be scheduled when school is not in session. Should a student be absent from school five (5) days in a ten (10) week period without an excuse, parents will be required to attend a conference regarding the development of truancy prevention measures.

Elkhart Community Schools participates in the Countywide Attendance Program which includes five levels of sanctions which may end in reporting the student to the Department of Child Services and Juvenile Probation, and the prosecution of either the parent(s)/guardians(s) or student by the Elkhart County

Prosecutor's office. It is the intent of the school corporation to allow students to improve their attendance at the initial levels so more serious sanctions are unnecessary. "Absences of Concern" include all truanancies, unverified absences, unexcused absences, and absences which continue to concern the principal/designee.

Driver's License and Learner's Permit Ineligibility

A student who accumulates more than ten unexcused absences during the school year shall be considered a habitual truant. The Elkhart Community Schools is required to report the names of habitual truants to the Bureau of Motor Vehicles. The Bureau of Motor Vehicles may not issue a driver's license or learner's permit a habitual truant, and may invalidate a student's driving privileges.

Use of District Computers and Networks

A child's use of school computers, networks, and the Internet is governed by Board Policy [7540 - Computer Technology and Networks](#). Parents will be asked to provide a written consent form for this use each time their child enters a new school. The school will continue to honor that consent while their child attends that school, unless the parent chooses to withdraw it, or it is revoked by the school.

Problem Solving

We want a student's and parent's experience with the school to be positive; however, teachers and administrators recognize the fact that sometimes things go wrong. Should there be a concern or problem, please contact the child's teacher or principal at the earliest possible moment.

The free flow of information between the school and home, teacher and parent, is vitally important to a cooperative relationship which can aid in providing the best possible school experience for students.

Steps toward the solution of school problems

The Board of School Trustees has established various due process procedures to deal with problems, concerns related to textbooks and instructional materials, student discipline, and concerns related to a classroom or school incident. School personnel attempt to solve a problem within the school. Provisions are made for the parent or student to carry the concern all the way to the Board of School Trustees, if no satisfactory resolution is reached with the teacher, principal, director, or superintendent.

Parents are encouraged to solve problems as they arise and keep working to resolve them until satisfied everything possible has been done. Be sure of the facts. Although it may be difficult not to take sides, try to see the whole picture. In the event a problem appears to be at an impasse, parents are encouraged to contact the District Counsel/Chief of Staff (262-5517), who will assist in bringing the concern to the attention of the right person.

Encourage children to solve their problems

Parents need to talk with their student and make suggestions, but let the student work out a solution if possible. Suggest alternatives which the child can do without parental assistance in an effort to resolve the problem. Any action a child takes needs to be in compliance with the Rules for a Safe Learning Community and Good School Order. Parents need to encourage their child to talk with their teacher when other children are not present.

Drug Free/Smoke Free Schools

In accordance with the Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession or use of illicit drugs, alcohol or other controlled substances, or any substance that is represented to be an illicit substance, in the workplace, on school premises, or as part of any school sponsored activities is strictly prohibited. **Smoking, including tobacco products as well as electronic, "vapor," or other substitute forms of cigarettes, is prohibited in any Elkhart Community Schools' building, vehicle, or on school property.**

Asbestos Hazard Emergency Response Act (AHERA)

Elkhart Community Schools complies with the provisions of AHERA. The Asbestos Management Plan may be reviewed by the public and school patrons. A copy of the plan and the asbestos abatement documentation are located in the office of the Manager of Building Services at the Plant Planning 1135 Kent Street in Elkhart, Indiana. Additional information may be obtained by contacting the Manager of Building Services for Elkhart Community Schools at (574) 262-5690.

Cellular Phones and All Other Electronic Devices

Students may use personal communication devices (PCDs) before and after school, during their lunch break if they do not create a distraction, and during after school activities (e.g., extra-curricular activities) at school-related functions. Technology including, but not limited to, PCDs intended and used for instructional purposes (e.g., taking notes, recording classroom lectures, writing papers) will be permitted, as approved by the classroom teacher and the building principal. More information can be found in Board Policy [5136 - Personal Communication Devices](#)

Important Notice to Students and Parents Regarding Cell Phone Content and Display

- The Child Abuse/Neglect Law requires school personnel to report to law enforcement or child protective services whenever there is reason to believe that any person/student is involved with "child exploitation" or "child pornography" as defined by Indiana Criminal Statutes.
- It is "child exploitation," a Level 5 felony under I.C. 35-42-4-4(b), for any person/student (1) to exhibit, photograph or create a digitized image of any incident that includes "sexual conduct" by a child under the age of 18; or (2) to disseminate, exhibit to another person, or offer to so disseminate or exhibit, matter that depicts or describes "sexual conduct" by a child under the age of 18.
- It is "child pornography," a Level 6 felony under I.C. 35-42-4-4(c), for any person/student to possess a photograph, motion picture, digitized image, or any pictorial representation that depicts or describes "sexual conduct" by a child who the person knows is less than 16 years of age or who appears less than age 16.
- "Sexual conduct" is a Level 5 felony as defined by I.C. 35-42-4-5 to include sexual intercourse, exhibition of the uncovered genitals intended to satisfy or arouse the sexual desires of any person, or any fondling or touching of a child by another person or of another person by a child intended to arouse or satisfy the sexual desires of the child or other person.
- The Indiana Sex Offender Registration Statute at I.C. 11-8-8-7 and the Sex Offender Registry Offense Statute at I.C. 35-42-4-11, as of May 2009, require persons convicted of or adjudicated as a juvenile delinquent for violating the Child Exploitation Statute at I.C. 35-42-4-4(b) to register as a sex offender.
- Because student cell phones have been found in a number of Indiana school districts to have contained evidence of "sexual conduct" as defined above, it is important for parents and students to be aware of the legal consequences should this occur in our school system.

Board Policy 7540.03 – Network and Internet Acceptable Use and Safety

The Superintendent's implementation of guidelines and procedures describing responsible and acceptable use of technology, networks, and information shall include, but not be limited to the following notifications to Users. It is the School Board's expectation that the Superintendent will tailor the format of the information to be appropriate to its intended audience, such as: Employees, Students, or Families.

- A. Philosophy and Purpose
- B. A description of *Scope* from Policy 7540
- C. A statement regarding the *Limited Educational Purpose* of the corporation's technology systems from Policy 7540
- D. Notification that the *Use of System is a Privilege* from Policy 7540
- E. A description of expectations and limitations regarding *Technology Privacy* from Policy 7540.01
- F. The following notice regarding technology protection measures

The Corporation has implemented the use of technology protection measures which are specific technologies that will protect against (e.g. filter or block) access to visual displays/depictions that are obscene, child pornography, and materials that are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Corporation or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The technology protection measures may not be disabled at any time that students may be using the Network, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.

The Corporation utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. Nevertheless, parents/guardians are advised that a determined user may be able to gain access to services on the Internet that the Corporation has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access

through the Internet to information and communications that they and/or their parents/guardians may find inappropriate, offensive, objectionable or controversial. Parents/Guardians assume risks by consenting to allow their child to participate in the use of the Internet. Parents/Guardians of minors are responsible for setting and conveying the standards that their children should follow when using the Internet. The Board supports and respects each family's right to decide whether to apply for independent student access to the Internet.

G. The following notice regarding instruction to be provided students regarding technology safety:

Pursuant to Federal law, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified below. Furthermore, staff members will monitor the online activities of students while in school. This monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

1. safety and security while using email, chat rooms, social media, and other forms of direct electronic communications;
2. the dangers inherent with the online disclosure of personally identifiable information;
3. the consequences of unauthorized access (e.g., "hacking"), cyberbullying and other unlawful or inappropriate activities by students online; and
4. unauthorized disclosure, use, and dissemination of personal information regarding minors.

Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the Internet. Students (and their parents if they are minors) are required to sign an agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

H. Guidance for Responsible Use of Technology, including the following:

The Board believes that technology users have the same responsibilities while using Board technology that are expected in any other school activity. Responsible use of technology is legal, ethical, academically honest, respectful of the rights of others, and consistent with the Board's mission.

While online, students should not reveal personal information such as name, age, gender, home address or telephone number, and are encouraged not to respond to unsolicited online contacts and to report to a teacher or supervisor any online contacts which are frightening, threatening, or otherwise inappropriate. Students shall not be required to divulge personal information for access to a non-corporation managed technology.

The Board prohibits the sending, receiving, viewing, or downloading of materials that are harmful to minors on computers and other technology related devices owned or leased by the Corporation or connected to the Corporation's computer network.

Users will become familiar with and follow all laws, including copyright laws and fair use guidelines.

Users accessing information or communicating using Board technology shall be responsible for knowing what information is confidential under law or Board policy, and that the transmission of confidential information in error may result in discipline to the user transmitting the confidential information.

I. A list of Unacceptable Uses, including, but not limited to the following:

1. Users will not use the school corporation system to access, review, upload, download, store, print, post, or distribute;
 - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that

are inappropriate to the educational setting or disruptive to the educational process or information or materials that could cause damage or danger of disruption;

- d materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute bullying, harassment, or discrimination, unless used as primary source material for the study of a subject under the direct supervision of a teacher;
2. Users will not use external proxy servers or other means of bypassing the corporation's Internet content filter to gain access to these materials.
- J. Users will not use the school corporation system to knowingly or recklessly post false or defamatory information about a person or organization, nor to bully or harass another person, nor to engage in personal attacks, including prejudicial or discriminatory attacks.
 - K. Users will not use the school corporation system to engage in any illegal act or violate any local, state or federal statute or law.
 - L. Users will not use the school corporation system to vandalize, damage or disable the property of another person or organization; will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means; will not tamper with, modify or change the school corporation system software, hardware or wiring or take any action to violate the school corporation system's security; and will not use the school corporation system in such a way as to disrupt the use of the system by other users.
 - M. Users will not use the school corporation system to gain unauthorized access to information resources nor to access another person's materials, information or files without the implied or direct permission of that person.
 - N. Users will not use the school corporation system to post private information about another person or to post personal contact information about themselves or other persons including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords.

- O. Users will not attempt to gain unauthorized access to the school corporation system or any other system through the school corporation system, nor attempt to log in through another person's account, nor use computer accounts, access codes or network identification other than those assigned to the user.
- P. Users will not use the school corporation system to violate copyright laws, or usage licensing agreements, nor otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
- Q. Users will not use the school corporation system for the conduct of a business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school corporation. Users will not use the school corporation system to offer or provide goods or services or for product advertisement. Users will not use the school corporation system to purchase goods or services for personal use without authorization from the appropriate school corporation official.
- R. Users will not use the school corporation system to access any material or resource which results in the school corporation receiving an unauthorized billing. Any financial obligation incurred by a User through the Internet is the sole responsibility of the staff member, the student, or the student's parents.
- S. Users will not use excessive data storage or network bandwidth for non-school related purposes. This includes unauthorized file downloads, Internet radio or video, peer-to-peer file sharing, chat rooms, games, instant messenger services, or the transfer of unusually large or numerous files or e-mail messages.
- T. Users may access the school corporation's wireless network using personal property if such access is approved by the appropriate Corporation official subject to the terms and provisions of that network. However, Users may not use personal property to gain access to the school corporation's wired network without proper authorization from a corporation official.

The aforementioned principles and guidelines are extended to networks and information technology resources outside of the school corporation which are

accessed through the corporation network via the Internet. Networks or information technology resource providers outside of the corporation may, in turn, impose additional conditions of appropriate use which the user is responsible to observe when using those resources.

A student or employee engaging in the foregoing unacceptable uses of the Internet when off school corporation premises also may be in violation of this policy as well as other school corporation policies. Examples of such violations include, but are not limited to, situations where the school corporation system is compromised, if a school corporation employee or student is negatively impacted, or if the educational setting or educational process is disrupted. (First Amendment Rights do apply in these situations, however.) If the school corporation receives a report of an unacceptable use originating from a non-school computer or resource, the school corporation may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct including, but not limited to, suspension or cancellation of the use or access to the school corporation computer system and the Internet and discipline under other appropriate school corporation policies, including suspension, expulsion, exclusion, or termination of employment.

If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school corporation official. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. A student may also in certain rare instances access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher.

- A. Information regarding the consequences associated with *Violation of this Policy* from Policy 7540
- B. Disclosure regarding *Limitations on School Corporation Liability* from Policy 7540
- C. A “*Responsible and Acceptable Use of Technology*” signature form for students and parents, including, but not limited to the following:

As a condition of using the Elkhart Community Schools’ computer system and network, I understand and agree to the following:

- A. I [My child] will comply with Board Policy 7540.03 which governs responsible and acceptable use of the technology, networks, and information of the Elkhart Community Schools.
- B. I hereby knowingly and voluntarily agree that Elkhart Community Schools shall have the right to review any material stored on any system provided by the school corporation to edit or remove any material.
- C. In consideration for [my child] using the Internet and having access to public networks, I hereby release Elkhart Community Schools, its officers, employees,

and agents from any and all claims and damages arising from misuse, or inability to use Internet, loss of personal information or data, or information retrieved through the use of the corporation's technical resources.

- D. I understand that any violation of Board Policy 7540.03 is unethical and may constitute a violation of law. Should any violation of the policy and/or criminal code be committed, I understand and agree that my [child's] access privileges are subject to revocation, school disciplinary action up to and including expulsion may be taken, and/or appropriate legal action may be taken.

[Student Name] / [Student Signature] / [Date]

I understand that any violation of Board Policy 7540.03 is unethical and may constitute a violation of law. Should any violation of the policy and/or criminal code be committed, I understand and agree that my [child's] access privileges are subject to revocation, school disciplinary action up to and including expulsion may be taken, and/or appropriate legal action may be taken.

As the parent or guardian of this student, I agree that my child will abide by Board Policy 7540.03 relating to acceptable use of the school corporation computer system and the Internet. I understand that this access is designed for educational purposes. However, I also recognize it is impossible for the school corporation to restrict access to all controversial materials and I will not hold the school corporation or its employees or agents responsible for materials acquired on the Internet.

I further agree that I will assume full responsibility for any and all costs, financial and otherwise, that may be incurred by the student while using Elkhart Community Schools-provided access to the Internet when such costs have not been authorized or approved by the school corporation.

I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

[Parent Name] / [Parent Signature] / [Date]
March 8, 2022

Board Policy 5517.01 – Bullying Prevention

The Bully Prevention Policy of the Elkhart Community Schools establishes its efforts to create a safe environment in the school District.

The Board prohibits acts of bullying of a student. The Board has determined a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Bullying, like other disruptive or violent behaviors, disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. Since students learn by example, school administrators, faculty, staff and volunteers should be expected and commended for demonstrating appropriate behavior; treating

others with civility and respect; and refusing to tolerate harassment, intimidation, or similar bullying behaviors.

Definition

A. Bullying

1. As defined by the Board, bullying means intentional behaviors involving unwanted and unwelcome actions which are severe, persistent, or pervasive.
2. Bullying includes unwanted acts or gestures, including verbal or written communications or images transmitted in any manner (including digitally or electronically), physical acts committed, aggression, or any other behaviors which are committed by a student or group of students against another student which have an effect of harassing, ridiculing, humiliating, intimidating or harming the targeted student and creating for the targeted student, an objectively hostile school environment which:
 - a. places the targeted student in reasonable fear of harm to the targeted student's person or property;
 - b. has a substantially detrimental effect on the targeted student's physical or mental health;
 - c. has the effect of substantially interfering with the targeted student's academic performance; or
 - d. has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities, and privileges provided by the school.
3. The term bullying may not be interpreted to impose any burden or sanction on, or include in the definition of the term, the following:
 - a. participating in a religious event;
 - b. acting in an emergency involving the protection of a person or property from an imminent threat of serious bodily injury or substantial danger;
 - c. participating in an activity consisting of the exercise of a student's rights protected under the First Amendment to the United States Constitution or Article I, Section 31 of the Constitution of the State of Indiana, or both;
 - d. participating in an activity conducted by a nonprofit or governmental entity that provides recreation, education,

training, or other care under the supervision of one or more adults;

- e. participating in an activity undertaken at the prior written direction of the student's parent; or
- f. engaging in interstate or international travel from a location outside Indiana to another location outside Indiana.

Procedures

- A. Elkhart Community Schools has adopted rules which address bullying behavior and includes provisions concerning education, parental involvement, and intervention. These discipline rules shall apply regardless of the location in which the bullying occurred (i.e., the bully and the targeted student are students at a school within the school corporation); the bullying has created, for the targeted student, an objectively hostile school environment; and disciplinary action is reasonably necessary to avoid substantial interferences with school discipline or prevent an unreasonable threat to the rights of others to a safe and peaceful learning environment.
- B. The principal at each school shall implement procedures which are consistent with the Rules for a Safe Learning Community and Good School Order and ensure both appropriate consequences and remedial measures be provided for students who commit one (1) or more acts of bullying. Appropriate consequences and remedial measures are those which vary according to the severity of the offenses, and consider both the developmental ages of the student offenders as well as the students' histories of inappropriate behaviors, per the code of student conduct.
- C. The principal at each school shall be responsible for designating a member of his/her staff to receive all complaints alleging violations of this policy.
- D. All school employees who have contact with students are required to verbally report alleged violations of this policy to the principal or the principal's designee in an expedited manner after an incident was witnessed or reliable information regarding the occurrence of an incident was received. A written report (e.g., anonymous report, email, memo, etc.) of the incident shall also be prepared by the school within one (1) school day of receiving the verbal report.
- E. Students, parents, and visitors of a school are encouraged to report alleged policy violations to the principal (or principal's designee) in an expedited manner. A written report shall be prepared by the school following receipt of this information. Such a report may be made using Sprigeo.

Students, parents, and visitors may also make anonymous reports through an anonymous reporting system. Formal action for violations of the code of student conduct may not be taken solely on the basis of an anonymous report.

- F. The principal or designee shall conduct a thorough and complete investigation for each report of an alleged incident of bullying behavior received using the Bullying Investigation guidelines. The investigation shall be initiated by the principal or the principal's designee within one (1) school day of the submission of the written incident report. The parents of the alleged perpetrator and the targeted student(s) shall be notified of the reported bullying incidents within five (5) business days of remedial action that has been taken. The principal may appoint additional personnel to assist in the investigation. The investigation shall be completed and the written findings submitted to the principal as soon as possible, but not later than five (5) school days from the date of the written report of the alleged incident of harassment, intimidation, or bullying behavior. During the investigation, the school's priority will be the safety of the victim. The investigation may include a determination of the severity of the bullying incident(s) and whether the transfer of the alleged perpetrator or victim to another school within the school corporation is warranted. The principal shall submit a report of confirmed incidents of bullying behavior to the Superintendent or designee within ten (10) school days of the completion of the investigation. This time line may be extended for reasonable cause as determined by the School District. The Superintendent or his/her designee shall report the results of each investigation confirming incidents of bullying behavior to the Board on a quarterly basis during regularly scheduled board meetings.
- G. Each school shall record the frequency of confirmed incidents of bullying behavior in the following categories: verbal bullying, physical bullying, social/relational bullying, and electronic or written communication bullying. Each school shall report this information to the Superintendent, who will report it to the Board and Indiana Department of Education. Information shall be submitted to the Indiana Department of Education by July 1 of each year.
- H. The principal shall provide information about the investigation, in accordance with Federal and State law and regulation, to the parents of the student(s) who was bullied as well as the parents of the student(s) with the bullying behavior. The information provided to parents includes the nature of the investigation, whether the corporation found evidence of bullying behavior, and whether consequences were imposed or services provided to address the bullying incident if the evidence of bullying behavior was substantiated. This information is to be provided in an expedited manner following completion of the investigation.

- I. Any school employee who observes bullying behavior or receives a report of behavior which violates the terms of this policy and fails to report this information may be subjected to disciplinary action.

Any school employee responsible for conducting an investigation under this policy and fails to investigate the reported behavior which violates this policy may be subject to disciplinary action.

- J. Elkhart Community Schools has defined a range of ways in which school staff and the principal or the principal's designee shall respond once an incident of bullying behavior is confirmed. Some acts, which violate the terms of this policy, may be isolated incidents requiring the school officials to respond appropriately to the individuals committing the acts. Other acts may be so serious they require a response either at the school corporation level or by local law enforcement officials.
- K. The principal shall proceed in accordance with the Rules for a Safe Learning Community and Good School Order, as appropriate, based on the investigation findings. As appropriate to the investigation findings, the principal shall ensure the Rules for a Safe Learning Community and Good School Order have been implemented, and provide intervention and/or relevant support services (i.e., refer to counseling, establish training programs to reduce bullying behavior and enhance school climate, enlist parent cooperation, and involvement or take other appropriate action). Intervention and support implemented by the principal or his/her designee should include follow up services to both the targeted student and the student with bullying behavior.
- L. Elkhart Community Schools may take disciplinary action for the false reporting of alleged bullying incidents.
- M. The Superintendent shall annually disseminate this policy to all parents who have children enrolled in a school within the School Corporation. The Superintendent shall post a link to the policy which is prominently displayed on the home page of the School Corporation's website. The Superintendent shall ensure notice of the corporation's policy appears in the student handbooks and all other publications of the School Corporation which set forth the comprehensive rules, procedures, and standards for schools within the School Corporation.
- N. Each school shall provide researched based bullying prevention instruction to all students in grades 1-12 within the school no later than October 15th of each school year. It is expected this instruction will be part of a more comprehensive bully prevention effort communicated to the students throughout the school year, and the age appropriate, research based instruction for all students in grades 1-12.

- O. Each school shall provide annual training on this policy and bullying prevention and intervention instruction to corporation and school employees, volunteers, and contracted service providers who have direct and on-going contact with students.

- P. The Board understands the characteristics and resultant needs of each school will continue to evolve, and the existing base of knowledge regarding bullying prevention and intervention will continue to grow. Research on bullying prevention practices will continue to emerge, and the data on the nature of bullying behaviors will continuously change. It is essential for school administrators and officials to regularly review available bullying prevention and intervention data. Additionally, school administrators are expected to collect and analyze in-house data regarding bullying incident investigations, incident frequency, and the effects of the corporation's efforts to address bullying behaviors. Through data-driven practice, administrators will be best qualified to determine the need for changes to policies and procedures and to institute improvements to prevention and intervention programs and approaches.

August 22, 2023

Student Insurance

There is no provision for the Elkhart Community Schools to carry general medical insurance on its students at taxpayers' expense.

Student accident insurance may be purchased by parents through a private company. Information about specific coverage and benefits can be found on the district website at <https://www.elkhart.k12.in.us/families/forms>.

The Elkhart High School Athletic Departments do not provide insurance for student athletes; however, there is inexpensive insurance through Student Athletic Protection, Inc. which is available through an outside carrier for those families who may be interested. Hoosier Healthwise is another option for families interested in less expensive insurance coverage for their student athlete. Information about these programs can be obtained in the Athletic Director's office at Elkhart High School and Freshman Division.

Health Related Information

Doctor or Dentist Visits

Parents are encouraged to schedule doctor and dentist appointments which do not conflict with school hours. However, if it is absolutely necessary to schedule such a visit during school hours, students will be excused. Parents should follow school procedures when making such appointments.

Medication in School

Administration of medication prescribed by a licensed physician and supplied by a parent must be arranged with the school by filling out the required form. Nonprescription medication will be administered only if there is written permission of the student's parent or legal guardian and if it is sent in the original container. Additional information regarding medication can be found in Board Policy 5330.

Emergency Medical Care

Nurses are on duty in all schools on a regularly scheduled basis. Parents need to be sure that phone numbers where they can be reached in case of emergency are on file in the school office.

Health Screening

Public Schools in Indiana are required to conduct health screenings (e.g. vision, hearing, etc.). Parents who have questions or objections regarding this should contact the school nurse.

Homelessness/Domestic Violence Assistance

Elkhart Community Schools is committed to all students, including students who are homeless by the standards set forth by McKinney-Vento Homeless Children and Youth. It is important to understand that parents and their children have rights when a child qualifies as a homeless student. Additional information can be found in the following links: [ECS McKinney-Vento District Plan](#), [IDOE McKinney-Vento Law](#), and [United States Department of Education Homeless Education Law](#).

McKinney-Vento Liaison for Elkhart Community Schools:

Natalie Bickel

Supervisor of Student Services

email: nbickel@elkhart.k12.in.us

phone: 574-262-5540

The following organizations can assist parents/children facing homelessness or domestic violence:

- YWCA Safe Haven: 574-294-1811
- Bashor Emergency Shelter for youth: 574-875-5117
- Faith Mission: 574-293-3406
- Interfaith–Goshen: 574-534-2300
- Victim Assistance: 574-523-2237
- Hannah's House, for pregnant females: 574-254-5309

School Food and Beverage Guidelines

As of July 1, 2014, all food items sold during a school day (midnight before to 30 minutes after the end of the official school day) are required to meet Smart Snack compliant standards. This includes a la carte items in the cafeteria, school store, snack cart, vending machines, culinary education programs, and all other programs selling food during the school day.

The Board of School Trustees of Elkhart Community Schools has adopted a Student Wellness policy regarding food and beverages at school as developed by the Elkhart Community Schools Wellness Committee. The guidelines do not apply to school breakfasts and school lunches but do apply to all other food and beverages at school. Copies of the guidelines are available at the Food Services Department at Kent Street and in school offices.

1:1 Initiative (Student iPads)

As a part of the 1:1 initiative, Elkhart Community Schools purchases an iPad for each student to use; the district retains ownership of these devices. Students/Parents can review the [iPad Agreement](#) which provides a list of basic responsibilities and requirements to use and care for student iPads.

Summer School

Fees for summer school are established annually by the School Board.

Assessments

ILEARN (Grades 3-8)

Beginning in 2018-19, the State of Indiana transitioned from ISTEP+ to ILEARN, the summative accountability assessment to measure student achievement and growth according to Indiana Academic Standards. ILEARN assesses English/Language Arts and Mathematics in grades 3-8, Social Studies in grade 5,

Science in grades 4, 6 and High School Biology. ILEARN is an online, computer adaptive test for English/Language Arts and Mathematics which adapts to each student's mastery of the content throughout the assessment(s). Every time a student answers a question, his or her response helps determine the next question presented. The difficulty of the test adjusts to each student's skills, providing a better measure of what each student knows and can do. This adaptation allows each student to receive an individualized assessment providing more precise data about student achievement. Students will participate in ILEARN during a single test window in late spring of each year.

ILEARN Checkpoints (Pilot)

ILEARN will undergo a through-year redesign beginning with the 2025-26 school year. During the 2024-25 school year, Elkhart Community Schools is piloting the three checkpoints included in the ILEARN through-year assessment for English/Language Arts and Mathematics.

IREAD-3 (Grade 3)

The Indiana Reading Evaluation and Determination (IREAD) is a reading assessment developed in accordance with state legislation. IREAD is designed to measure foundational reading skills based on Indiana Academic Standards through grade three. Beginning in the 2024-25 school year, all grade two students will participate in the spring administration. Indiana legislation updated guidance schools must use when making decisions about grade-level promotion, instructional plans, and Good Cause Exemption eligibility for individual students. The intent is to ensure each student receives the appropriate reading remediation based on IREAD test data and their individual learning needs. To ensure students have a solid foundation in reading before being promoted to fourth grade, SEA 1 requires third-grade students to be retained if they do not pass IREAD after multiple test administration opportunities. Retention exemptions exist in the form of Good Cause Exemptions.

SAT School Day

Beginning in the 2021-22 school year, the SAT became Indiana's statewide accountability test for all Grade 11 students in the spring. SAT results can be used to fulfill Requirement Three in a student's chosen Graduation Pathway. Other options to fulfill this requirement remain valid for students who do not fulfill it with their SAT results. No specific score on the SAT is required to graduate high school with an Indiana diploma unless the student elects to pursue the SAT for graduation pathways.

I AM (Alternate Assessment)

I AM is the summative accountability assessment for students in grades 3-8 with significant cognitive disabilities. A Case Conference Committee may determine Indiana's Alternate Measure (I AM) is the most appropriate assessment utilizing the criteria for determining eligibility to participate. I AM measures student achievement and growth according to Indiana's Alternate Academic Standards or Content Connectors; it assesses English/Language Arts and Mathematics (grades 3-8 and 10), Social Studies (grade 5), and Science (grades 4, 6, and High School Biology). Students will participate in I AM during a single test window in late spring each year.

WIDA (Grades K-12)

Assessing students' English proficiency in the four language domains (listening, speaking, reading, and writing) is a critical, required component of the English Learner programming. Per the Every Student Succeeds Act (ESSA), states are required to adopt standardized entrance criteria to determine if a student is classified as an English Language Learner (ELL). As a WIDA state, Indiana has

adopted the WIDA Screener to be utilized as its placement assessment to determine if a student is classified as an ELL.

Additionally, all identified ELLs are required to be assessed annually for their English proficiency. WIDA ACCESS and Alternate ACCESS (for ELLs with significant disabilities) are utilized as its annual assessment. These assessments are required to be utilized by K-12 schools in Indiana. Guidance on WIDA placement and annual assessments is issued by the IDOE Office of Student Assessment and can be found on IDOE's WIDA webpage.

Dyslexia Screening

Beginning the 2019-20 school year, public and charter schools must screen all students in grades K-2, and struggling readers in grades 3-12, for characteristics of dyslexia. Six areas of reading will be assessed: phonemic/phonological awareness, alphabet knowledge, sound symbol relationships (phonics), decoding, rapid naming, and encoding (spelling).

NWEA (Grades K-2)

In addition to assessments required by the state, Elkhart Community Schools also administers formative assessments to students in order to better inform teachers about student academic needs. Students in Grades K-2 take the NWEA Measures of Academic Progress (MAP) assessments three times each year (Fall, Winter, and Spring) to inform instruction and measure student growth.

Students can qualify for high ability in two ways:

- those with exceptional cognitive **potential**
- those with outstanding **achievement** in mathematics/reading

Normative data from the winter NWEA assessment is utilized to identify students demonstrating high academic achievement. Students in grades K-2 who score at or above the 95th percentile on the NWEA will be identified as eligible for services in mathematics, reading, or both, based on their performance.

In addition, students in grades K, 2, and 5 who have not yet fully qualified for high ability services in both reading and math will undergo a cognitive potential screening. This screening aims to identify students with cognitive potential who may have been overlooked during achievement testing. We assess cognitive potential using the Cognitive Abilities Test (CogAT), a nationally normed aptitude assessment.

Students in grades K and 2 will take the CogAT screener, and those scoring at or above the 77th percentile will proceed to the full CogAT. For students in grade 5, a score at or above the 77th percentile on the NWEA qualifies them for the full CogAT. A score at or above the 95th percentile on the quantitative, verbal, quantitative/nonverbal, or full CogAT in grades K, 2, and 5 qualifies a student for high ability services in mathematics, English language arts, or general intellectual ability.

For students who fall within two points of the cut-off score, or within the standard error of measure (SEM) on either test, a third qualifying assessment will be administered. The Scales for Identifying Gifted Students (SIGS) Inventory will be used to collect data from both parents and teachers. A score above the 95th percentile on the SIGS qualifies the student for high ability services.

Transportation

Free bus transportation is provided to 1) elementary students (grades K-6) who reside outside a one-mile radius from the school to which they are assigned, 2) middle school and high school students who reside outside a two-mile radius from the school to which they are assigned, and 3) students assigned to special programs not available in their attendance area of legal residence. When rivers or other natural barriers cause students to travel well beyond the normal radius distance, or when extremely hazardous conditions exist, transportation may be provided.

Riding a bus is a privilege and must be regarded as such. Rules of school bus conduct and safety have been established for the protection of the student, other students, and the school system.

Copies of school bus rules are provided to students who ride school buses. Parents and students should familiarize themselves with these rules. Students who do not follow these rules, or who refuse to follow the directions of the bus driver, may lose their riding privileges.

The bus driver is in charge of the school bus at all times. In cases requiring serious disciplinary action (removal from the bus for an extended period of time), a review is held which includes the student and/or parent(s), the bus driver, the building administrator, and/or a supervisor from the transportation department. When a student loses his or her riding privileges, a letter indicating such is given to the student to be given to the parents.

Students are required to attend school. It is the responsibility of the student and/or parent to assure the student gets to school.

Student Meals Application for Assistance

Elkhart Community Schools (ECS) serves nutritious meals throughout the school year. This includes breakfast and lunch in all schools.

Children from all ECS households will be provided meals at no charge for the 2024-2025 school year. This is the result of the district enrolling in and qualifying for the Community Eligibility Program (CEP).

Although meals are being provided at no charge, it is still important for families to complete an alternate application for assistance. This application allows the district and families to qualify for other public assistance programs. An electronic application was sent to families in August 2024 and will be sent again in April 2025 so that families may apply for additional assistance if they have not done so already.

We MAY share eligibility information with education, health, and nutrition programs to help them evaluate, fund, or determine benefits for their programs, auditors for their program reviews, and law enforcement officials to help them look into misuse of program rules.

This institute is an equal opportunity provider.

If there is a question or concern regarding the Food Service Program, call 262-5551 for assistance.

Board Policy 5771 – Search and Seizure

The Board recognizes its obligation to balance the privacy rights of its students with its responsibility to provide student, faculty, and authorized visitors with a safe, hygienic, and alcohol/drug-free learning environment.

In balancing these competing interests, the Board directs the Superintendent to utilize the following principles:

A. School Property

School facilities such as lockers and desks are school property provided for student use subject to the right of the Superintendent and his/her designee to enter the facility as needed and inspect all items in the facility searched. Students shall not have an expectation of privacy in any facility provided by the school and shall not be permitted to deny entry to a Corporation administrator by the use of a lock or other device.

B. Student Person and Possession

Prior to a search of a student's person and personal items in the student's immediate possession, consent of the student shall be sought by an administrator. If the student does not consent, such a search shall be permitted based only upon the administrator's own reasonable suspicion to believe the search will produce evidence of a violation of a law, school rule, or a condition that endangers the safety or health of the student or others. Searches of the person of a student shall be conducted and witnessed by a person of the same gender as the student and shall be conducted in a private place. The administrator responsible for conducting a search of a student's person shall, as soon as reasonably possible, attempt to notify the student's parent or guardian of the search by telephone, on the same day as the search. A parent or guardian of a student who has been subjected to a search shall be mailed written notification of the search within twenty-four (24) hours.

Searches, pursuant to this policy, shall also be permitted in all situations in which the student is under the jurisdiction of the Board as defined by I.C. 20-33-8-14.

Permission for a student to bring a vehicle on school property shall be conditioned upon consent of the search of the vehicle and all containers inside the vehicle by a school administrator with reasonable suspicion to believe the search will produce evidence of a violation of law, a school rule, or a condition that endangers the safety or health of the student driver or others. The student shall have no expectation of privacy in any vehicle or in the contents of any vehicle operated or parked on school property.

The Superintendent may request the assistance of a law enforcement agency in implementing any aspect of this policy. Whenever law enforcement officers participate in a search on school property or at a school activity pursuant to a request from the Superintendent, the search shall be conducted by the law enforcement officers in accordance with the legal standards applicable to law enforcement officers and law enforcement agency policies.

C. **Breath Test Instruments**

Administrators are authorized to arrange for the use of breath-test instruments for the purpose of determining if a student has consumed an alcoholic beverage. It is not necessary for the test to determine blood-alcohol level, since the Board has established a zero tolerance for alcohol use.

D. **Use of Dogs**

The Board authorizes the use of specially-trained dogs to detect the presence of drugs or devices such as bombs on school property under the conditions established in the Superintendent's administrative guidelines.

E. **Use of Metal Detectors for a Reasonable Suspicion Search**

When the school administration has reasonable suspicion to believe weapons are in the possession of an identified student, the administration is authorized to use a mobile metal detector to search the student. Any search of a student's person as a result of the activation of the detector will be conducted in private and in accordance with the policy on personal searches. Only school personnel who have been trained in the usage of metal detectors, law enforcement officers assigned to the school corporation, or school resource officers shall operate the metal detectors under the direction of the administration.

F. **Use of Metal Detectors for Random Checks**

In view of the escalating school violence, the potential presence of weapons in our schools, and the school corporation's duty to maintain a safe learning environment, the Board of School Trustees authorizes the use of metal detectors to check a student or student's personal effects. Only school personnel who have been trained in the usage of metal detectors, law enforcement officers assigned to the school corporation, or school resource officers shall operate the metal detectors under the direction of the administration.

School officials or law enforcement officers may conduct

metal detector checks of groups of individuals if the checks are done in a minimally-intrusive, nondiscriminatory manner. Metal detector checks of groups of individuals may not be used to single out a particular individual or category of individuals.

Notice of the Board policy and procedures on the use of metal detectors will be sent to parents and students and posted on the websites of the school corporation and of each middle and high school.

The Superintendent shall develop procedures for implementing this policy. The metal detector checks will be done only in accordance with the provisions of the Board policy and procedures by school personnel or law enforcement officers under the supervision of the school administrator.

Anything found in the course of a search or check pursuant to this policy which constitutes evidence of a violation of a law or a school rule or which endangers the safety or health of any person shall be seized and utilized as evidence if appropriate. Seized items of value shall be returned to the owner if the items may be lawfully possessed by the owner. Seized items that may not lawfully be possessed by the owner shall be turned over to law enforcement.

The building administrator shall promptly record in writing the following information for each search pursuant to this policy:

- A. the information upon which the search was based
- B. the time, date, location, students, or places searched, and persons present
- C. a description of any item seized and its disposition
- D. the time and date of notice to the parent or guardian in the case of the search of the person of a student

The Superintendent shall prepare administrative guidelines to implement this policy.

I.C. 20-33-8-32

U.S. Constitution, 4th Amendment

September 11, 2018

Patron Involvement

There are many ways parents and students may become involved in the Elkhart Community Schools.

School Board

Public control of education is one of the cornerstones of American free society; the people exercise their control through the Board of School Trustees. The

Elkhart Community Schools school board is composed of seven members with overlapping terms of four years each.

The Board encourages and welcomes citizen involvement and participation in the governance of the school system. Patrons may speak to the Board at any public meeting. Public participation may take place following the Board's initial announcement of any agenda item which does not require a vote; and if a vote is required, participation takes place following a motion but prior to the Board's vote on the agenda item. Following the conclusion of all scheduled agenda items, any member of the public may bring up a concern or discuss any other topic not on the formal Board agenda.

Instructional Cycle Committee

In lieu of the traditional textbook adoption committee, the district will annually establish a standing Instructional Cycle Committee for each discipline. The committees will address six ongoing phases on behalf of all schools in the district: (1) Organize the standards and the big ideas by quarter, (2) Define assessments that will be used to measure progress, (3) Identify the resources for district-wide procurement (including equipment, supplies, and digital/print curriculum), (4) Assure implementation district wide, (5) Verify the fidelity of implementation, and (6) Evaluate the effectiveness of the plan. This cycle will advance iteratively and continuously repeat the six phases.

Each committee will meet each quarter. The composition of the committee will include one representative from each school K-12, administrators, and parents appointed to the Committee by a variety of methods. Any parent interested in serving on an instructional cycle committee should contact the Instructional Leadership Department.

Literacy Committee

The district will annually establish a standing Literacy Committee that includes representatives from every school and every discipline. This committee will meet every quarter to (1) Establish a leadership team for this priority, (2) Foster a culture of readers, pre-K through adulthood, (3) Promulgate strategies for literacy across curriculum, and (4) Create a platform from which an interdisciplinary unit can be created.

This committee will meet each quarter. The composition of the committee will include at least one representative from each school K-12 and one representative from each subject area. Administrators and parents are welcomed to serve. Any parent interested in serving on the Literacy Committee should contact the Instructional Leadership Department.

Superintendent's Student Advisory Council

The purpose of the council shall be: 1) to provide young citizens an opportunity to experience first-hand the governmental operation of the community educational process, 2) to afford the Board of School Trustees the opportunity to gain first-hand reactions from students regarding the decisions that affect students in their educational development, and 3) to keep the Superintendent in closer contact with the students, to communicate what the school system is doing to meet the educational needs of the students, and to seek student concerns about the educational process of the Elkhart Community Schools.

Volunteers

Parents and citizens with expertise or skills in any area may offer to help the

schools as resource people. They are very much needed to supplement the classroom activities offered by each school. Anyone interested in helping is encouraged to contact his or her child's school. All volunteers must pass a criminal history background check. More information can be found on the district website at <https://www.elkhart.k12.in.us/community/header-volunteer>.

Other Committees

Other committees which involve patrons include: Music Parents Associations, Career Center Advisory Councils, High Ability Broad Based Planning Committee, Title I Parent Advisory Councils, and Principals Parent Advisory Councils.

Parent, Student, Patron Opinion

Any parent, student or other member of the community may call or write to any principal, teacher or administrator to express an opinion about any school program or problem.

Parent-Teacher Conferences

Parent-Teacher conferences are scheduled at all schools so parents can discuss the progress of their child with their child's classroom teacher(s). The times of the parent conferences are announced by the individual schools. Throughout the school year, parents are encouraged to call their child's school to arrange for a meeting with their child's teacher to review their child's schoolwork. Continuous communication between the teacher and parents is vital.

Weather Delays and Closings

Elkhart Community Schools takes the decision to close school very seriously. When facing the possibility of a weather-related closure, our administrators not only rely on the expertise of local meteorologists and government officials, but also go out into the weather ourselves and consult with other area school administrators. ECS administrators and transportation staff drive around Elkhart and Bristol very early in the morning when weather conditions are questionable, evaluating road conditions for students who ride buses and monitoring weather conditions with consideration for our students who walk. We strive to make a final determination on school delays and closings by 5:30 a.m., but we continuously monitor weather conditions and may make a determination to close later if needed.

If You Have a Question

Where a citizen or school patron has a question including the operation or programs of the schools, he or she should contact the office or person most directly responsible for the area in which the problem exists. Where the question involves an individual student or class, the classroom teacher and/or the principal are the proper people to contact.

In instances where the person feels that after contacting the proper and responsible office or individual, his or her question has not been fully answered or given proper consideration, the problem may be directed to the Office of Superintendent of Schools, phone 262-5516.

Summary of Policies on Education Records

The Family Educational Rights and Privacy Act of 1974 as amended provides certain safeguards to the privacy of parents and students. During a student's

school career, the school system collects and records data concerning each student. The school system recognizes the collection, maintenance, and limited dissemination of such data is essential in school operations, but also preserving the rights of privacy of the student and parents, providing access to the data by the student and parents, and the student's or parent's right to correct data is equally essential.

Who may see a student's record?

The parent, guardian, or student of age 18 or older, has the right to examine the student's record and to have it explained. An appointment must be made to see the student's record.

The administrators, secretaries, counselors, teachers, and other school officials who have responsibility for supervising, instructing, or helping a student shall have access to that student's permanent and personal records.

A school official is a person employed by the district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; or a person or company with whom the district has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist).

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Any record which is the property of the individual teacher, administrator, or counselor, and has not been shared, is an unofficial record and is open to anyone only as that individual permits.

Recourse in Case of Error

If a parent, guardian, or student age 18 or older has reason to believe that some portion of the record is in error or violates the student's rights in any way, he or she should discuss the matter with the principal of the school in which the record resides. If the matter is not resolved, a request for modification or deletion may be made in writing. Forms for such a request will be provided. A ruling will be made and returned in writing with instruction on how to further appeal for correction, if desired.

Directory Information

"Directory Information" means a student's name, address, telephone listing, if published, date and place of birth, gender, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, photographs and images obtained by the district for other than safety and security purposes, team photographs, video of student activities or programs, and the most recent previous educational agency or institution attended by the student.

Release of Student Records

Directory Information may be released without prior consent of the parents. A parent or eligible student who does not want directory information to be released may restrict the release of such information by providing the principal a written statement requesting such restriction. A parent or eligible student must make this request, in writing, within two (2) weeks of the student's first day of school attendance during each school year. (See form on page 34)

From time-to-time schools in the district may release to news media the names of students involved in current school activities. Cast members in plays, team members in sports, and other teams and students achieving academic and other honors, are examples of the information that could be released.

A student's official record will be transferred from one school to another within the Elkhart Community Schools. The parent, guardian, and/or student may review the record transferred at that time or at any time, for that matter.

A student's record will be transferred to a school outside the Elkhart Community Schools, to a college, a prospective employer, or anyone only upon the written request of the parent, guardian, or student, if age 18 or older. That written request needs to specify which records are to be sent and whether the requesting party desires to review the record before it is sent. These records will be forwarded following receipt of the request without further notice to the requesting party.

If a student's record is subpoenaed by a court, the parent, guardian or student, if age 18 or older, will be informed of the subpoena before the record is provided in compliance with the order.

The foregoing is a brief summary of the significant details on education records adopted by the Board of School Trustees. The Indiana Legislature adopted a law, Access to Public Records, which went into effect on January 1, 1984. A Board resolution to affect the law was adopted in December of 1983. Copies of the complete policy 8330 and regulation (JO) and the resolution are available in each school and the J.C. Rice Educational Services Center.

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If a student's record is subpoenaed by a court, the parent, guardian or student, if age 18 or older, will be informed of the subpoena before the record is provided in compliance with the order.

Military Recruiters

Federal law authorizes military recruiters to access student directory information unless the student or the parent requests that such information not be released. In order to comply with the requirements of this Indiana statute, a high school student and/or the student's parent must submit a signed, written request to their high school no later than the end of the student's sophomore year requesting that the student's directory information not be provided to military recruiters. (See form on page 51)

How long will a record be kept?

Student Permanent Records are a lasting collection of key school performance measures. All other records will be destroyed not less than five years after a student leaves a school.

Can you have copies?

Graduates or students may have copies of their transcript or education records. There is a charge for these copies, except for the first two transcripts requested at the high school.

Statement of Non-Discrimination

Elkhart Community Schools does not discriminate on the basis of race, color, national origin, sex (including transgender status, sexual orientation and gender identity), disability, age, religion, military status, ancestry, or genetic information which are classes protected by Federal and/or State law (collectively, "Protected Classes") occurring in the Corporation's educational opportunities, programs, and/or activities, or if initially off Corporation grounds or outside the Corporation's educational opportunities, programs, and activities, affecting the Corporation environment.

Equal Opportunity and Diversity

Elkhart Community Schools is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, transgender status, national origin, sexual orientation, gender identity, age, military status, ancestry, genetic information, disability or any other characteristic protected by law. Inquiries regarding students with disabilities (related to Section 504 and ADA) may be made by contacting the Director of Exceptional Learners, whose office address is Elkhart Community Schools, 2720 California Road, Elkhart, Indiana, 46514, and whose telephone number is 262-5861. The best qualified persons who are available at the salary levels established for school employment are employed. Academic and athletic programs are available to all students without discrimination. A Diversity in Employment Policy has been adopted by the School Board which is designed to achieve the goal of equal employment

opportunity for all individuals. Inquiries regarding equal opportunity or diversity may be directed to the Equal Opportunity Officer by calling 262-5517.

The following person(s) have been designated to handle inquiries regarding the non-discrimination policies:

Title IX—Sex

District Counsel/Chief of Staff

2720 California Rd.

Elkhart, IN 46514

(574) 262-5517

Title IX—Sex

Director of Exceptional Learners

2720 California Road

Elkhart, IN 46514

(574) 262-5861

Title VI—Race, Color, National Origin and Limited English Proficiency

District Counsel/Chief of Staff

2720 California Rd.

Elkhart, IN 46514

(574) 262-5517

Title VII—Civil Rights Act

District Counsel/Chief of Staff

2720 California Rd.

Elkhart, IN 46514

(574) 262-5517

Section 504 and Americans with Disabilities Act—Handicap/Disability

Director of Exceptional Learners

2720 California Rd.

Elkhart, IN 46514

(574) 262-5861

Title IX of the Education Amendments of 1972

It is the policy of the Elkhart Community Schools not to discriminate on the basis of sex in educational programs or activities which it operates, and the Elkhart Community Schools is required by Title IX not to discriminate in such a manner. The District Counsel/Chief of Staff has been designated as the official responsible for Title IX compliance. Inquiries concerning the application of said Title IX and the implementing of regulations may be made by contacting the District Counsel/Chief of Staff

2266 - NON-DISCRIMINATION AND ANTI-HARASSMENT ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES

TITLE IX

A. RESTATEMENT OF POLICY PROHIBITING DISCRIMINATION AND HARASSMENT ON THE BASIS OF SEX

The Board of School Trustees of Elkhart Community Schools noting the adverse effects discrimination and harassment can have on student

academic progress, social relationship, and/or personal sense of self-worth; along with workplace satisfaction and effective performance of defined employment responsibilities does not discriminate on the basis of sex in its educational programs and activities, including employment and admissions. Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationships, and/or personal sense of self-worth.

All forms of discrimination, including sexual harassment, are prohibited pursuant to Board Policies 2260 and 3122ACS. This policy addresses only sexual harassment as defined by Title IX of the Education Amendments of 1972 ("Title IX") which prohibits sex (including pregnancy, sexual orientation, and gender identity) discrimination in an education program or activity receiving federal financial assistance.

B. TITLE IX SEXUAL HARASSMENT POLICY.

1. Application of This Policy.

While all forms of sex-based discrimination or harassment are prohibited by the Elkhart Community Schools ("ECS" or "District"), the purpose of this policy is to address, and only to address, *sexual harassment as defined in Title IX and this policy*, occurring within the educational programs and activities of ECS, and to provide a grievance process for investigating and reaching a final determination of responsibility for a formal complaint of sexual harassment. The "Title IX Grievance Process" is set out in section C below. While the District must respond to all "reports" it receives of sexual harassment, the Title IX Grievance Process is initiated only with the filing of a formal complaint.

The purpose of this Policy, as noted above, is to address, and only to address, sexual harassment as defined in Title IX occurring within the educational programs and activities of the district. For harassing conduct which does not meet the definition of sexual harassment under Title IX and this Policy, the District's response will be governed under other applicable laws and policies adopted by the Board of School Trustees, including but not limited to the following policies: 2260, 2260.01, 3122ACS, 3122.02ACS, and 3123ACS, along with the provisions of Administrative Regulations and Guidelines implementing the same.

This Policy shall apply to all students, employees, and any third party who contracts with the District to provide services to ECS students or employees, upon District property or during any school program or activity.

Nothing in this policy will be construed to confer on any third party a right to due process or other proceedings to which student and employee respondents are entitled under this policy unless such right exists under law. Volunteers and visitors who engage in alleged sexual harassment will be directed to leave school property and/or be reported to law enforcement or the Indiana Department of Child Services as appropriate. A third party, under the supervision and control of the school system, will be subject to termination of

contracts/agreements, restricted from access to school property, and/or subject to other consequences, as appropriate.

This policy applies to all School Corporation operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school grounds immediately before, during, or immediately after school hours; in any school program or activity taking place in school facilities, on school transportation, or at other off-campus locations, such as school-sponsored field trips or a training program; or using property or equipment provided by the school, including school-owned computers and the school's computer network.

The Superintendent shall have overall responsibility for implementing this Policy, and shall appoint a District Title IX Coordinator position as described in section B-3, below.

The following person(s) is/are designated as the Corporation's Title IX Coordinator(s) and, as such, shall handle inquiries regarding the sexual harassment and address any complaint:

District Counsel/Chief of Staff
2720 California Road
Elkhart IN 46514
574-262-5517

Director of Exceptional Learners
2720 California Road
Elkhart IN 46514
574-262-5861

2. **Definitions.**

As used in this Policy and the Title IX Grievance Process, the terms below shall have the meaning ascribed.

- a. **“Actual knowledge”** occurs when ANY employee of one of the District's schools (other than a “respondent” or alleged harasser) receives a notice, report, or information or becomes aware of sexual harassment or allegations of sexual harassment.
- b. **“Complainant”** is an individual who is alleged to be the target or victim of conduct which could constitute sexual harassment, whether or not this person files a report or formal complaint.
- c. **“Days”** shall mean instructional days.
- d. **“Decision Maker”** means persons tasked with: the responsibility of making initial determinations of responsibility (at times referred to as “initial decision-maker”) with respect to formal complaints of sexual harassment in accordance with the Title IX Grievance Process.

- e. **“Determination of Responsibility”** is the formal finding by the decision-maker on each allegation of Sexual Harassment contained in a Formal Complaint the Respondent did or did not engage in conduct constituting Sexual Harassment Under Title IX.
- f. **“Formal Complaint”** means a document filed by a complainant, the complainant’s parent/guardian, or the Title IX Coordinator, alleging sexual harassment against a respondent, and requesting the district investigate the allegation of sexual harassment.
- g. **“Respondent”** is an individual who is reported to be the individual accused of conduct which could constitute sexual harassment.
- h. **“Sexual harassment”** prohibited under Title IX and by this policy is conduct on the basis of sex (including, without limitation, gender, sexual orientation, and/or gender identity), occurring in a school system education program or activity that satisfies one or more of the following:
 1. A school district employee conditioning the provision of an aid, benefit, or service of an education program or activity on an individual’s participation or refusal to participate in unwelcome sexual conduct;
 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive it effectively denies a person equal access to the education program or activity; **OR**
 3. Sexual assault, dating violence, domestic violence, or stalking as defined in federal law.

The term "consent" as applicable to this procedure shall mean an individual voluntarily agreeing, by words or actions, to the proposal of another individual. An individual may be incapable of consent due to mental or physical incapacitation. The vast majority of Corporation students are incapable of giving consent to sexual contact because Indiana law generally establishes the age of consent as 16. Sexual harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

The context of behavior can make a difference between conduct falling within the technical definition of Sexual Harassment under Title IX, and conduct of a sexual nature which is offensive or hostile in itself, but does not arise to the level within that definition. **District policies prohibit both, but for purposes of its Title IX obligations the District must address reports or complaints of conduct which may constitute sexual harassment as defined above, under this specific, limited scope Policy and Title IX Grievance Process.** Except as used in other laws (e.g., Title VII) or policies (e.g., Board policies 2260 and 3122ACS) pertaining to harassment,

including of a sexual nature, other than Title IX sexual harassment, all references to “sexual harassment” in this policy mean sexual harassment meeting the above definition.

Conduct satisfying this definition is not sexual harassment for purposes of this policy if the conduct occurred (1) outside the United States or (2) under circumstances in which the school system did not have substantial control over both the harasser/respondent and the context in which the harassment occurred.

NOTE Regarding Concurrent Enrollment and Dual Enrollment, Extended Learning Opportunities, 3rd Party Distance Learning, and Other Alternative Instructional Programs: Under federal regulations, in order for the District to have jurisdiction over conduct that would otherwise meet the definition above of sexual harassment, ECS must have substantial control over both the respondent and the context in which the harassment occurred. In general, this will mean that unless such learning program is occurring upon ECS property, conduct otherwise meeting the definition of sexual harassment within that program, may not be subject to this policy.

- i. **“Supportive Measures”** are free, non-disciplinary, non-punitive, individualized services and shall be offered to the complainant, and may be offered to the respondent, as appropriate. These measures may include, but are not limited to, the following:
 1. Counseling;
 2. Course modifications;
 3. Schedule changes; and
 4. Increased monitoring or supervision.

Such measures shall be designed to restore or preserve equal access to ECS education programs and activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the ECS educational environment and/or deter sexual harassment. Supportive measures shall remain confidential with exclusive exceptions stated required in §B-5 below.

3. **Title IX Coordinator.**

The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of sexual harassment. The Title IX Coordinator shall receive general and specific reports of sexual harassment, and coordinate the District’s responses to both reports and formal complaints of sexual harassment so the same are prompt and equitable. In addition to any other specific responsibilities assigned under this Policy, or as assigned by the Superintendent, the Title IX Coordinator will be responsible for:

- a. meeting with a complainant, and informing the parent/guardian once the Title IX Coordinator becomes

aware of allegations of conduct which could constitute sexual harassment as defined in this Policy;

- b. identification and implementation of supportive measures;
- c. signing or receiving formal complaints of sexual harassment;
- d. engaging with the parents/guardians of parties to any formal complaint of sexual harassment;
- e. coordinating with district and school-level personnel to facilitate and assure implementation of investigations, and remedies, and helping to assure the District otherwise meets its obligations associated with reports and complaints of sexual harassment;
- f. coordinating with the Superintendent with respect to assignment of persons to fulfill the District's obligations, both general and case specific, relative to this Policy (e.g., investigator, decision-makers, etc.; this may involve the retention of third party personnel.);
- g. coordinating with district and school-level personnel to assure appropriate training and professional development of employees and others in accordance with Section B-4 of this Policy; and
- h. helping to assure appropriate systems are identified and maintained to centralize sexual harassment records and data.

In cases where the Title IX Coordinator is unavailable, including unavailability due to a conflict of interest or other disqualifying reason (see Section B-7, below), the Superintendent shall assure another person with the appropriate training and qualifications is appointed as acting Title IX Coordinator for that case, in such instances "Title IX Coordinator" shall include the acting Title IX Coordinators.

The following person(s) is/are designated as the Corporation's Title IX Coordinator(s) and, as such, shall handle inquiries regarding the sexual harassment and address any complaint:

District Counsel/Chief of Staff
2720 California Road
Elkhart IN 46514
574-262-5517

Director of Exceptional Learners
2720 California Road
Elkhart IN 46514
574-262-5861

4. **Training.**

All ECS employees shall receive regular training relative to mandatory reporting obligations, and any other responsibilities they may have relative to this Policy.

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must receive training on the definition of sexual harassment, this Policy, the scope of the District's education program or activity, and how to conduct an investigation (including the requirements of the reporting and the Title IX Grievance Process, including hearings, appeals, and information resolution processes). The training must also include avoiding prejudice of the facts, conflicts of interest, and bias.

Decision-makers must also receive training on issues of relevance of questions and evidence, including when questions about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment, and must be made available to the public as provided in Section B-8 of this Policy.

5. Confidentiality.

ECS will respect the confidentiality of the complainant and the respondent as much as possible; however, some information may need to be disclosed to appropriate individuals or authorities. All disclosures shall be consistent with the District's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action. Examples of required disclosure include:

- a. information to either party to the extent necessary to provide the parties due process during the Title IX Grievance Process;
- b. information to individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- c. mandatory reports of child abuse or neglect pursuant to Indiana Code and Board Policy 8462;
- d. information to the complainant's and the respondent's parent/guardian as required under this Policy and or the Family Educational Rights and Privacy Act ("FERPA"); and
- e. reports to the Indiana Department of Education as required under Indiana Code.

Additionally, any supportive measures offered to the complainant or the respondent shall remain confidential to the extent maintaining such confidentiality would not impair the ability of the school district to provide the supportive measures.

6. **Retaliation Prohibited.**

Retaliation against any person who makes a report or complaint, or against any person who assists, participates, or refuses to participate in any investigation of an act alleged in this Policy is prohibited. Actions taken in response to **materially** false statements made in bad faith, or to submitting materially false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A finding of responsibility alone is insufficient to conclude a person made a **materially** false statement in bad faith. Complaints of retaliation with respect to reports or formal complaints of sexual harassment shall be filed under the District's general grievance process. The Corporation will make all possible efforts to prevent retaliation against individuals reporting discrimination or harassment or participating in related proceedings. The Corporation will respond promptly and appropriately to address continuing or new problems. Any person may report suspected retaliation to the District's Title IX coordinators.

7. **Conflict of Interest.**

No person designated as a Title IX Coordinator, investigator, decision-maker, nor any person designated by the District to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

8. **Dissemination and Notice.**

The District shall include in all student and employee handbooks, and shall make publicly available on the district's website the following information:

- a. The District's policy of non-discrimination on the basis of sex (included in Board Policies 2260 and 3122ACS);
- b. the title, name, office address, email address, and telephone number of the Title IX Coordinator (to be provided pursuant to Board Policies 3362 and 5517);
- c. the complaint process;
- d. how to file a complaint of sex discrimination or sexual harassment;
- e. how ECS will respond to such a complaint; and
- f. a statement that Title IX inquiries may be referred to the Title IX Coordinator or to the Assistant Secretary for Civil Rights.

The same information shall be provided to all persons seeking employment with the District, or seeking to enroll or participate in the District's educational programs or activities.

Additionally, ECS will make this Policy, as well as any materials used to train personnel as required under Section B-4 publicly available on the district's website.

9. **Records and Record-Keeping.**

- a. For each report or formal complaint of sexual harassment,

ECS, through the Title IX Coordinator, must create, and maintain for seven (7) years, record of:

1. Any actions, including any supportive measures;
2. The basis for the District's conclusion that its response was not deliberately indifferent; and
3. Documentation which:
 - a. If supportive measures were provided to the complainant, a description of the supportive measures taken designed to restore or preserve equal access to the ECS education program or activity; or
 - b. If no supportive measures were provided to a complainant, explains the reasons why such a response was not clearly unreasonable in light of the known circumstances.
- b. In addition, ECS shall maintain the following records for a minimum of seven (7) years:

Records for each formal complaint of sexual harassment, including:

1. Any determination regarding responsibility, including dismissals;
 2. Any disciplinary sanctions imposed on the respondent;
 3. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
 4. Any appeal and the result there from;
 5. Any informal resolution process and the result there from;
 6. All materials used to train Title IX Coordinators, investigators, and decision-makers.
10. **Reports of Sexual Harassment, Formal Complaints and District Responses**

a. **Report of Sexual Harassment.**

NOTE: *A report does not initiate the formal Title IX Grievance Process. That process is begun only upon the filing of a formal complaint under the procedures set out in Sections B-10-c, and C-1, below.*

Any person may report sexual harassment, whether relating to her/himself or another person. **However, if any District employee – other than the employee harasser, or the Title IX Coordinator – receives information of conduct which may constitute sexual harassment under this Policy, s/he shall, without delay, inform the Title IX Coordinator of the alleged**

sexual harassment. Failure to report will subject the employee to discipline up to and including dismissal.

A report of sexual harassment may be made at any time, in person, by mail, by telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Additionally, while the District strongly encourages reports of sexual harassment to be made directly to the Title IX Coordinator, the report may be made to **any** District staff member, including, for instance, a counselor, teacher, or principal.

If the Title IX Coordinator is the alleged respondent, the report or formal complaint may be made directly to the Superintendent, who shall thereafter fulfill the functions of the Title IX Coordinator regarding that report/complaint, or delegate the function to another person.

NOTE: For any allegation of sexual assault on a student under the age of 18, such conduct shall be reported immediately to the Child Protective Services or law enforcement pursuant to Board policy 8462.

b. **District Response to Report of Sexual Harassment.**

The district will promptly respond when there is actual knowledge of sexual harassment, even if a formal complaint has not been filed. The district shall treat complainants and respondents equitably by providing supportive measures to the complainant and by following the Title IX Grievance Process prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

As soon as reasonably possible after receiving a report of alleged sexual harassment from another ECS employee or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

1. discuss the availability of and offer supportive measures;
2. consider the complainant's wishes with respect to supportive measures;
3. inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
4. explain to the complainant the process for filing a formal complaint.

c. **Formal Complaints.**

Pursuant to federal regulations, and this Policy, a formal complaint that contains an allegation of sexual harassment

and a request that the District investigate the allegations is required before ECS may conduct a formal investigation of sexual harassment or take any action (other than supportive measures) against a person accused of sexual harassment. Once a formal complaint of sexual harassment is received by the Title IX Coordinator, s/he shall commence the Title IX Grievance Process set out in Section C below. The process for filing a formal complaint is set forth in Section C-1. The process for filing a formal complaint is set forth in Section C-1. Even in instances where a Complainant chooses not to file a formal complaint, supportive measures may continue at the discretion of the Title IX Coordinator.

d. **Limitation on Disciplinary Action.**

In no case shall ECS impose disciplinary consequences or sanctions against a respondent who has been accused of conduct which may constitute sexual harassment, until the Title IX Grievance Process has been completed.

e. **Emergency Removal and Administrative Leave.**

At any point after receiving a report or formal complaint of sexual harassment, the Title IX Coordinator (or other ECS official charged with a specific function under this Policy or the Title IX Process: e.g., investigator, decision-maker, etc.) may request the Superintendent to direct an individualized safety and risk analysis be performed to determine whether a respondent student or employee is an immediate threat to the physical health or safety of any person. In the event the safety and risk analysis determines the respondent student does present an immediate threat to the physical health and safety of any person, the District may remove that student, provided such removal is in full compliance with the IDEA, a student's IEP, and or 504 plan if applicable. Such emergency removal shall not be disciplinary. However, the District must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal, and shall continue to offer educational programming until a final determination is made pursuant to the Title IX Grievance Process.

The Title IX Coordinator shall keep the Superintendent informed of any employee respondents so he/she can make any necessary reports to the Indiana Department of Education. In appropriate cases, the Superintendent may place an employee respondent on non-disciplinary administrative leave pursuant to established Board Policy.

C. **TITLE IX GRIEVANCE PROCESS.**

The Title IX Grievance Process is used only upon the filing of a formal complaint of sexual harassment as described in §C-1, below. The provisions of Section A of the Policy are incorporated as part of the Title IX Grievance Process. Upon receipt of a formal complaint of sexual harassment, the Title IX Coordinator will coordinate the District's efforts to comply with its responsibilities related to the Title IX Grievance Process.

1. **Process for Filing a Formal Complaint of Sexual Harassment.**

The Title IX Grievance Process is initiated by way of a formal complaint (“complaint” or “formal complaint”) filed by the complainant, the complainant’s parent/guardian, or the Title IX Coordinator. The complainant may file a complaint or choose not to file a complaint and simply receive the supportive measures. If the Complainant does not file a complaint, the Title IX Coordinator may sign a formal complaint, but only if initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances, and in other cases where, in the exercise of good judgment and in consultation with the outside counsel as appropriate, the Title IX Coordinator determines that a grievance process is necessary to comply with the obligation not to be deliberately indifferent to known allegations of sexual harassment (e.g., reports of sexual assault, employee on student harassment, repeat reports, or the conduct in the complainant’s report has not been adequately resolved through the provision of supportive measures). If the complaint is filed by the Title IX Coordinator, he/she is not a party to the action, and the District must comply with all of the provisions of the Title IX Grievance Process relative to respondents and complainants.

If no formal complaint is filed by the complainant or the Title IX Coordinator no disciplinary action may be taken against the respondent based upon conduct that would constitute sexual harassment under this policy.

Although there is no time limit per se to filing a formal complaint, for complaints initiated by the complainant or his/her parent/guardian, the complainant must be employed by ECS or participating in or attempting to participate in the education program or activities of ECS at the time of filing. Additionally, although ECS will initiate the Title IX Grievance Process regardless of when the formal complaint is submitted, delays in reporting may significantly impair the ability of ECS officials to investigate and respond to the allegations. While there is no deadline by which a Complainant must file a formal complaint, the Corporation encourages Complainants to submit a formal complaint within ten (10) days of the incident(s). In instances where enough time has passed that the Corporation cannot gather evidence, the Corporation may not be able to investigate.

The Corporation will offer supportive measures to a Complainant who is the subject of an anonymous report. However, should a Complainant desire to initiate the grievance process, the Complainant cannot remain anonymous or prevent the Complainant’s identity from being disclosed to the Respondent.

At a minimum, a formal complaint must:

- a. contain the name and address of the complainant and the student’s parent or guardian if the complainant is a minor student;
- b. describe the alleged sexual harassment;
- c. request an investigation of the matter; and

- d. be signed by the complainant or otherwise indicate that the complainant is the person filing the complaint.

The complaint may be filed with the Title IX coordinator in person, by mail, or by email. Complaint forms may be obtained from the Title IX Coordinator.

2. **Initial Steps and Notice of Formal Complaint.**

The Title IX Coordinator will provide notice to the complainant and the complainant's parent/guardian (if the complainant is a non-eligible student under FERPA), and to the respondent (if known) and the respondent's parent/guardian (if the respondent is a non-eligible student under FERPA), as well as to any other known parties, of the following:

- a. this Title IX Grievance Process, including any informal resolution process.
- b. the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview; "sufficient details" shall include to the extent known identities of persons involved, the conduct allegedly constituting sexual harassment, and the date and location of the incident.
- c. a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process.
- d. that each party may have an advisor of their choice, who may be, but is not required to be, an attorney.
- e. that each party is entitled to inspect and review evidence.
- f. a reference to any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.
- g. The Title IX Coordinator will contact the complainant to discuss and offer supportive measures.
- h. The Title IX Coordinator may contact the respondent to discuss, and or impose, non-disciplinary supportive measures.
- i. The Title IX Coordinator will examine the allegations in the formal complaint, to determine whether even if assumed true, the allegations are sufficient to sustain a finding of sexual harassment under this Policy. If the Title IX Coordinator was not involved with preparing the formal complaint, the Title IX Coordinator will contact the complainant to discuss the complaint and whether amendment is appropriate, in which case the process of Section C-3-d will apply.

- j. If the formal complaint fails to satisfy the definition of sexual harassment in this Policy, the complaint shall be dismissed as provided in Section C-7, below.
- k. If the complaint is not dismissed, then the Title IX Coordinator will consult with the Superintendent as to whether the Title IX Coordinator should act as the investigator or whether a different district or other employee shall act in that capacity. At the same time, the Title IX Coordinator and the Superintendent shall appoint the person who shall make the initial determination of responsibility (initial decision-maker). In all cases, the investigator and the initial decision-maker must be properly trained and otherwise qualified (see Section B-4“Training”, and Section B-7 “Conflict of Interest”).
- l. If the report alleges sexual harassment by the Superintendent, the Title IX Coordinator will inform the School Board President who shall have authority to seek guidance from the District’s outside counsel, but shall not delay the District’s response to the report as outlined in this Policy.

3. **General Provisions and Additional Definitions Relative to Title IX Grievance Process.**

- a. **Copies and Notices.** Except as specifically stated elsewhere in this Policy, for any document, information, or material required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the District official charged with the specific function under this Policy (e.g., Title IX Coordinator, Superintendent, investigator, decision-maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the minor’s parent/guardian. Copies should also be sent to a party’s advisor if the information for the advisor has been previously communicated to the sending party. (Under federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party’s advisor. See Sections C-5-c, and C-5-d).
- b. **Risk Analysis and Emergency Removal.** At any point during the Title IX Grievance Process, the Title IX Coordinator may arrange for an individualized safety and risk analysis as described in Section B-10-e, following which a student may be removed.
- c. **Administrative Leave.** At any point during the Title IX Grievance Process, the Superintendent, and at his/her own discretion, and with or without consulting the Title IX

Coordinator, may place an employee on administrative leave pursuant to applicable Board Policy.

- d. **Additional Allegations.** If, in the course of an investigation, ECS decides to investigate allegations about the complainant or respondent that were not included in the previous notice, ECS shall simultaneously provide notice of the additional allegations to the parties whose identities are known.
- e. **No Interference with Legal Privileges.** At no point in process will the Title IX Coordinator, the investigator, any decision-maker, or any other person participating on behalf of ECS, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege (e.g., doctor/patient, attorney/client, clergy, etc.), unless the person holding such privilege (parent/guardian for minor student) has waived the privilege in writing to use the information with respect to the Title IX Grievance Process.
- f. **Consolidation of Complaints.** ECS may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.
- g. **Remedies: Range of Disciplinary Sanctions and Remedial Actions Upon Final Determination of Responsibility.**
 1. “Disciplinary sanctions” are consequences imposed on a respondent when s/he is found responsible for sexual harassment under this Policy. Remedial actions are actions intended to restore or preserve a complainant’s equal access to the educational programs and activities of the District.
 2. “Disciplinary sanctions” against an **employee** respondent may include any available sanction available for the discipline of employees, up to and including dismissal, non-renewal or contract cancellation for any other violation of Board policy, applicable individual or collective bargaining contract, or state or federal laws or regulations.
 3. “Disciplinary sanctions” against a **student** may include any available discipline or sanction, up to and including expulsion, under the policies, rules, and procedures that establish the district’s comprehensive student code of conduct.

4. “Remedial actions” as to a respondent after a final finding of responsibility, whether employee or student, may include the imposition upon a responsible respondent of any additional non-disciplinary measures appropriate to effecting a remedy for sexual harassment, and may include such measures as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings, reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant’s right to access the district’s program and activity.

4. **Time frame of Grievance Process.**

ECS shall make a good faith effort to conduct a fair, impartial grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will be concluded through at least the determination of responsibility decision within ninety (90) days after filing the formal complaint. In more complex cases, the time necessary to complete a fair and thorough investigation or other circumstances mean a determination of responsibility cannot reasonably be made within that time frame.

a. **Summary of Grievance Process Timeline.**

1. Investigation 20 +/- days as the complexity of the case demands (Section C-5-a)
2. 10 days for parties reviewing evidence
3. 10 days after receiving investigative report for parties to respond to report
4. 10 days for decision-maker to allow initial questions
5. 10 days for responses to questions
6. 10 days for questions and responses to follow-up questions.
7. 10 days for determination of responsibility decision
8. 10 days for appeal (6 additional days for administrative steps)
9. 10 days for argument/statement challenging or supporting determination
10. 10 days for decision on appeal

b. **Delays and Extensions of Time.**

At any stage of the grievance process, the District (through the Superintendent, or if the Superintendent is the respondent, the Title IX Coordinator or designee) may for

good cause allow for temporary delays or extensions of time upon request of either party, or on his/her own initiative. Examples of good cause may include such things as availability of parties or witnesses, referral back to an earlier stage of the grievance process, concurrent law enforcement or other agency activity, or need to obtain interpreters or accommodation of disabilities. For any such delay or extension of time, the Superintendent or the Title IX Coordinator will provide written notice to the parties of the delay/extension and the reason(s).

5. **Investigation.**

The Title IX Coordinator will coordinate the investigation. The investigator shall be appointed pursuant to Section C-2-e.

- a. The Title IX Coordinator may conduct the investigation, or, in consultation with the Superintendent, designate another qualified person to investigate. The investigation and investigator must:
 1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. (Evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove someone other than the respondent committed the conduct alleged by the complainant, or if the evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent.)
 2. Ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on either of the parties.
 3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
 4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
 5. Provide the parties with the same opportunities to have others present during any interview or other part of the investigation, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The investigator may restrict any others from participating, as long as the restrictions apply equally to both parties. The parties may be accompanied to any meeting or proceeding related to the investigation by an advisor of their choice, who may be, but is not required to be an attorney. Apart from a union representative

accompanying an employee who is a party, employees are discouraged from serving as advisors to students. Advisors may not present on behalf of the party the accompany and should request or wait for a break in the meeting if they wish to interact with the Title IX Coordinator or investigator. Advisors may confer quietly with Parties as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the party and their advisors should ask for a break or step out of the meeting. An advisor who disrupts the process will receive one warning, after which if continued disruption occurs, the advisor will be removed from the meeting/proceeding. In such an event, the parties will be given the opportunity to reschedule and be accompanied by another advisor.

6. Provide, to a party (e.g., respondent or complainant – and parent/guardian as appropriate) whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate within the timeframes established in Section C-4, above.
 7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, provided the party agrees to not disclose the evidence as detailed below.
- b. Prior to completion of the investigative report, ECS, through the Title IX Coordinator, must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties and any advisors must execute the provided non-disclosure agreement before they may receive the evidence for review. Following the execution of the non-disclosure agreement, the Title IX Coordinator will send to each party and party's advisor, if applicable, the evidence subject to inspection and review in an electronic format or hard copy and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. Failure to sign the non-disclosure agreement may result in the party and/or their advisor not receiving an electronic or hard copy of the evidence or investigation report.
 - c. The investigator must prepare a written investigative report that fairly summarizes relevant evidence, including, without limitation, witness credibility, discrepancies, inculpatory and exculpatory information, and relevant District policies, guidelines, rules and regulations, and the manner in which the same were made known to the pertinent school populations or specific parties. The investigative report shall

include a description of the procedural steps taken, starting with the receipt of the formal complaint, and continuing through the preparation of the investigative report, including any notifications to the parties, interview with parties and witnesses, site visit, and methods used to gather evidence.

- d. The investigator shall provide the investigative report in hard copy or electronic format to the Title IX Coordinator (if applicable), to each party and each party's advisor, if any. Each party will have ten (10) days from receipt to provide the Title IX Coordinator a written response to the investigative report.

5. **Determination of Responsibility and Initial Decision Maker.**

The determination of responsibility of the respondent shall be made by the initial decision-maker as appointed pursuant to Section C-2-e.

- a. Prior to making a determination of responsibility, the initial decision-maker will afford each party ten (10) days to submit written, relevant questions to the initial decision-maker that the party wants asked of any party or witness.
- b. The initial decision-maker may exclude a question as not relevant. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- c. The initial decision-maker will provide the questions to the party/witness, with copies to each party, and provide no less than ten (10) days for written responses, likewise to be provided to each party.
- d. The initial decision-maker will provide five (5) days each for supplementary, limited follow-up questions and five (5) days for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.
- e. The initial decision-maker may not make any credibility determinations based on the person's status as a complainant, respondent, or witness.
- f. The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- g. The initial decision-maker may impose disciplinary sanctions and remedies as described in Section C-3-g, above.

- h. The standard to be used for formal complaints in determining whether a violation has occurred and/or that the respondent is responsible is the preponderance of the evidence standard, which is only met when the party with the burden convinces the fact finder (the initial decision-maker) that there is a greater than 50% chance that the claim is true (i.e., more likely than not).
 - i. The initial decision-maker must issue a written determination/decision within ten (10) days after the close of the period for responses to the last round of follow-up questions. The written “Initial Determination of Responsibility” must include:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the Initial Determination of Responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the applicable ECS codes of conduct, policies, administrative regulations, or rules to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether or not the respondent is responsible for sexual harassment), and any disciplinary sanctions or remedies; and
 - 6. The District’s procedures and permissible bases for the complainant and respondent to appeal (as set forth in Section C-8, below).
 - j. The decision-maker shall provide the Initial Determination of Responsibility to the Title IX Coordinator, the Superintendent, and the parties simultaneously. The disclosure of the Initial Determination of Responsibility or any of its contents may be considered a violation of the student or employee code of conduct.
7. **Dismissal of a Formal Complaint.**
- a. The District must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:
 - 1. Would not constitute sexual harassment, even if proved;
 - 2. Did not occur in the District’s education program or activity; or

3. Did not occur against a person in the United States.
- b. The District may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or determination of responsibility stage(s):
 1. A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
 2. The respondent is no longer enrolled or employed by the District; or
 3. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- c. Prior to dismissal of a complaint, the person responsible at that stage shall consult with the Superintendent.
- d. Upon dismissal of a formal complaint, the District must promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude the District from continuing any investigation or taking action under other District policies, code of conduct, or administrative rules/regulations. In some cases, the District may have an obligation to continue an investigation and proceed under a different policy or mandated process.

8. Appeals Process.

- a. Either party may appeal the Initial Determination of Responsibility or the dismissal of a formal complaint or any allegation in a formal complaint by notifying the Superintendent in writing (“written appeal”), with a copy to the Title IX Coordinator. If there are multiple determinations of responsibility, the written appeal shall specify which ones are included in the appeal. The written appeal must be received by the Superintendent within ten (10) days of the Initial Determination of Responsibility or written notice of dismissal being communicated to the parties.
- b. An appeal under this Policy may only be based upon one or more of the following bases, which must be stated specifically in the party’s written appeal:
 1. Procedural irregularity that affected the outcome of the matter;
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
 3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for

or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

Appeals for any other reason or upon any determination of responsibility not included in the written appeal will not be heard.

Appeals pertain only to the determination of responsibility and non-disciplinary remedies. Once a determination of responsibility is final per Section C-9, below, appeals of disciplinary sanctions may be made pursuant to the District's ordinary review process for discipline, or, to the extent applicable, any statutory or other processes provided under collective bargaining agreements or individual contracts.

- c. Within three (3) days of receipt of the written appeal, the Superintendent shall appoint a decision-maker for appeal ("appeals decision-maker"), who must have adequate training as provided in Section B-4, be free from conflict of interest as provided in Section B-7, and may not be the same person as the initial decision-maker, the person who ordered dismissal, the investigator(s), or the Title IX Coordinator. Upon the appointment of the appeals decision-maker, the Superintendent shall provide a Notice of Appeal to each party and to the Title IX Coordinator, with a copy of the written appeal. The Notice of Appeal must include information about all deadlines and timeframes in the appeal stage.
- d. Each party shall have ten (10) days from the date the Notice of Appeal is delivered to the parties to submit to the appeals decision maker a written statement, with copies to the Superintendent, Title IX Coordinator, and other party a statement ("appeal statement") in support of, or challenging, the determination of responsibility or dismissal.
- e. Each party shall provide copies of the appeal statement to the other party, the Superintendent, and the Title IX Coordinator at the same time the appeal statement is given to the appeals decision-maker. If the basis of the appeal is newly available evidence affecting the outcome, the party shall submit such evidence or a summary of such evidence along with the party's appeal statement.
- f. The appeals decision-maker may refer an appealed issue back to a prior point in the grievance process, with written notice to the parties, the Superintendent and the Title IX Coordinator.
- g. The appeals decision-maker shall provide a written appeals decision after considering the record and the parties' appeal statements. The appeals decision maker will only overturn the Initial Determination of Responsibility upon a conclusion that it was clearly erroneous (i.e., either made on unreasonable grounds, or without any proper consideration

of the circumstances). If the basis or one of the bases for the appeal was new evidence, the appeals decision-maker may either make a determination of responsibility regarding that evidence, or refer it back to the appropriate stage of the Title IX Grievance Process. The written appeals decision will describe the result(s) of the appeal and the rationale, with copies provided to the parties, Superintendent and Title IX Coordinator, no more than ten (10) days after receiving the last of the parties' written statements per Section C-8-e.

9. **Finality of Determination of Responsibility.**

The determination regarding responsibility becomes final either on the date that ECS, through the Superintendent, provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal of the Initial Determination of Responsibility would no longer be considered timely. The final determination shall be identified as the Title IX Decision.

Once the Title IX Decision is final, the District may implement remedies and disciplinary sanctions. The Title IX Coordinator is responsible for effective implementation of any non-disciplinary remedies, with the assistance of building and district administrative personnel, while disciplinary sanctions will be imposed by persons charged with such responsibilities under other Board policies, regulations or administrative procedures. ECS may also proceed against the respondent or complainant pursuant to the District's applicable code of conduct or other Board policies, collective bargaining agreement, individual contract, or administrative rules/regulations/procedures. The issue of responsibility for the conduct at issue shall not be subject to further review or appeal within the District.

10. **Informal Resolution.**

At any time prior to reaching a determination regarding responsibility (but only after the filing of a formal complaint), the District may offer an optional informal resolution process (e.g., mediation, arbitration), provided that the District:

- a. Provides written notice to the parties disclosing:
 1. The allegations of the formal complaint;
 2. The requirements of the information resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

3. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- b. Obtains the parties' voluntary written consent to the informal resolution process; and
- c. **In no event may the District offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.**

August 9, 2022

Board Policies and Administrative Regulations

Throughout this guide, reference is made to Board Policies and Administrative Regulations. These can be reviewed at any of the following locations:

- J. C. Rice Educational Services Center
- <https://go.boarddocs.com/in/elkh/Board.nsf/Public>
- Administrative offices of all Elkhart Community School buildings
- www.elkhart.k12.in.us

ALLEGED DISCRIMINATION/HARASSMENT/MISTREATMENT
COMPLAINT REPORT FORM

A. Name

B. Student, Employee, School Corporation Officer, or Patron?

C. Building

D. Specify type of discrimination alleged.

1. Title 9 - (sex)
2. Title 6 and 7 (race, color, national origin, limited English proficiency, or sex within the context of employment)
3. Section 504 and Americans with Disabilities Act - (handicap/disability)

E. Specific Facts of Complaint. (Who? What? Where? When?)

F. Specific Relief Desired. (What do you want done or corrected?)

(Date)

(Signature of Student/Employee)

Send by school mail or regular U.S. Mail to:

J.C. Rice Educational Services Center, 2720 California Rd, Elkhart, IN
46514

D.1. District Counsel/Chief of Staff

D.2. District Counsel/Chief of Staff

D.3. Director of Exceptional Learners

April 25, 2006

**Objection to Release of Directory Information
to the Public**

Regarding: _____
Student's Name (Please Print)

Do not release any directory information about my child. I understand this means exclusion from school documents that typically are made public, such as yearbooks, graduation programs, honor roll, and other recognition lists, sports activities, and theatrical programs. It also means exclusion of my student's name, address, and phone number from the school or PTA directory. It means that directory information about my child will not be released to school-related organizations, such as PTAs or to county agencies unless specifically permitted by federal or state law. In addition, my child will not be featured in any videotape, television, motion picture, audio recording, broadcast, or still photograph production produced by and available to the public from Elkhart Community Schools, or (to the extent that access is within Elkhart Community Schools' control during school hours) the media.

Parent Signature

Date

Denial of Access to Military Recruiters

I object to the release of the name, address, or telephone number of _____ to military recruiters during this school year. I understand that once either the student or a parent has signed this form, only a parent may change it. I also understand that if I want to change it, the parent must notify the principal in writing that the form is no longer in effect and that the student information may be released.

Signature of student or parent:

Name of signing student or parent:
(Please Print Name):

Date: _____

Book	Policy Manual
Section	0000 Bylaws
Title	PROPOSED REVISED - BOARD MEETINGS
Code	po0165
Status	Second Reading
Adopted	November 22, 2016
Last Reviewed	November 12, 2024

0165 - ~~NOTIFICATION OF BOARD MEETINGS~~

~~The Board will give notice of regular, special, and emergency Board meetings to Board members, news media, and the general public in compliance with Indiana law on the organization and operation of the governing body of a school corporation and the Open Door Law.~~

~~As used in this bylaw, "legal holiday" means a day listed in I.C. 1-1-9-1.~~

~~Notice of any meeting of the Board shall also contain the following statement:~~

~~"The Board's meeting site is fully accessible to all persons. Any person requiring further accommodation should contact the Superintendent's Office at 574-262-5500."~~

~~Neola 2013~~

Meeting Defined

As used in these bylaws, 'meeting' means a gathering of a majority of School Board members for the purpose of taking 'official action' as defined at I.C. 5-14-1.5-2(d) on public business. The term 'meeting' does not include the following:

- A. A social or chance gathering not intended to avoid the principles of the Indiana Open Door law set forth in I.C. 5-14-1.5-1.
- B. An on-site inspection of a project, program, or facility of applicants for incentives or assistance from the Board.
- C. Traveling to and attending meetings of organizations devoted to the betterment of government.
- D. A caucus as defined at I.C. 5-14-1.5-2(h).
- E. A gathering to discuss an industrial or a commercial prospect that does not include a conclusion as to recommendations, policy, decisions, or final action on the terms of a request or an offer of public financial resources.
- F. An orientation of members of the Board on their role and responsibilities as public officials, but not for any other official action.
- G. A gathering of Board members for the sole purpose of administering the oath of office specified in I.C. 20-26-4-2 to a Board member or members.
- H. Collective bargaining discussions that the Board engages in directly with the exclusive representative of a bargaining unit consisting of School Corporation employees. This exception from the definition of a 'meeting' of the Board applies only when the Board has not appointed an agent or agents to conduct collective bargaining on behalf of the Board. A committee appointed by the Board or the Board President to conduct collective bargaining shall not constitute a 'governing body' subject to the Open Door Law (I.C. 5-14-1.5-2((b)(3) and (c) (8)).

Regular Meetings

The Board shall hold a meeting on a date and at a time and place determined annually by a resolution of the Board.

In the event the date, time, or place of a meeting needs to be changed, which change is in the best interest of the Board and/or the Corporation, such change may be made by action of the Board, provided that the proper notice is given pursuant to Bylaw 0164 - Notice of Meetings.

Special Meetings

A "special meeting" of the Board is a meeting other than a regular meeting on a schedule of regular meetings established at the Board's annual organizational meeting. At a special meeting, the Board may take any action permitted at a regular meeting. Executive sessions are excluded from this definition.

Special meetings of the Board may be called by the President or the Superintendent provided there is compliance with the notice provision contained in Bylaw 0164 - Notice of Meetings.

Emergency Meetings

In the event of a local disaster emergency posing severe and imminent threat to the health, safety, or welfare of the Corporation, its employees, or students, any member of the Board, or the Superintendent may call an emergency session if it can be shown that delay would be detrimental to efforts to lessen or respond to the threat. No formal notice to Board members of any emergency meeting shall be required, but the press and public shall be notified.

The following provisions apply if:

- A. the Governor declares a disaster emergency under I.C. 10-14-3-12; or
- B. the executive (as defined in I.C. 36-1-2-5) of a political subdivision declares a local disaster emergency under I.C. 10-14-3-29.

Until the disaster emergency or local disaster emergency is terminated, Board members shall not be required to be physically present at a Board meeting if:

- A. meeting in person would present an imminent risk to the health or safety of the members of the public and the Board members who attend the meeting because of the particular danger, threat, or emergency conditions that are the basis for the declaration of the disaster emergency; and
- B. one (1) or more schools within the Corporation are closed at the time of the meeting because of the particular danger, threat, or emergency conditions that are the basis for the declaration of the disaster emergency.

During the disaster emergency or local disaster emergency, Board members may meet by any means of electronic communication, if the following are satisfied:

- A. At least a quorum of the Board members participate in the meeting by means of electronic communication or in person.
- B. The public is able to simultaneously attend and observe the meeting, unless held in executive session.

All votes taken in a meeting conducted with at least one Board member participating through an electronic means of communication during a declared disaster emergency or local disaster emergency shall be by roll call. The Board minutes prepared for meetings in which at least one Board member participates by an electronic means of communication during a declared disaster emergency or local disaster emergency must state the name of each Board member who:

- A. was physically present at the place where the meeting was conducted;
- B. participated in the meeting by using any electronic means of communication; and
- C. was absent.

The Board minutes also shall identify the electronic means of communication by which:

- A. Board members participated in the meeting; and
- B. the public attended and observed the meeting if it was not an executive session.

Location of Meetings

The Board's meetings normally shall be held at a location within the Corporation boundaries that may accommodate public attendance. In such meetings, some members may participate through electronic communication in accordance with this bylaw. The Board further authorizes the Superintendent or Board President acting in concert to determine that it is necessary or appropriate to hold a regular, special or emergency Board meeting by means of remote or virtual participation by all Board members and remote or virtual public access, considering whether and how public comment shall be allowed and in compliance with the Open Door Law, to the extent required by the Governor or the Public Access Counselor, or pursuant to provisions of this policy pertaining to meetings during declared disaster emergencies only in the event that circumstances justify such a meeting. Notice of such meetings shall be made as required by the Open Door Law or as modified by the Governor or the Public Access Counselor and include information regarding public access to the remote or virtual Board meeting (See Policy 0164 - Notices). Any meeting held under this provision may include voting by Board members (see Policy 0167.1 - Voting), and such votes shall not be invalid merely because of the remote or virtual nature of the meeting if a legal exception exists to requirements under the Open Door law regarding remote voting, for example, by Executive Order of the Governor or guidance provided by the Public Access Counselor or pursuant to provisions of this bylaw pertaining to meetings during declared disaster emergencies.

The Board President shall conduct the meeting so as to facilitate public understanding, including requiring Board members to identify themselves before speaking and limiting instances of multiple Board members speaking at the same time, to the extent possible.

Member Participation in Meetings Through Electronic Means of Communication

Subject to the limitations listed below, the Board shall permit Board members to participate in a meeting by an electronic means of communication if it allows all Board members participating in the meeting to simultaneously communicate with each other and allows the public to simultaneously attend and observe the meeting if it is not an executive session.

A Board member participating by an electronic means of communication shall be considered present for purposes of establishing a quorum but may participate in any final action taken at the meeting only if the Board member can be seen and heard. At least fifty percent (50%) of the Board members must be physically present at a meeting, except where a disaster emergency or local disaster emergency has been declared and under the circumstances indicated above.

A Board member may attend two (2) consecutive meetings (a set of meetings) by electronic communication, except where a disaster emergency or local disaster emergency has been declared and under the circumstances indicated above. A Board member shall physically attend at least one (1) meeting between sets of meetings that the Board member attends by electronic communication unless the Board member's absence is due to:

- A. military service;
- B. illness or other medical condition;
- C. death of a relative; or
- D. an emergency involving actual or threatened injury to persons or property

or except where a disaster emergency or local disaster emergency has been declared as indicated above.

A Board member may not attend more than fifty percent (50%) of any Board meetings in a calendar year by an electronic means of communication unless the Board member's electronic participation is due to:

- A. military service;
- B. illness or other medical condition;
- C. death of a relative; or
- D. an emergency involving actual or threatened injury to persons or property

or except where a disaster emergency or local disaster emergency has been declared and under the circumstances indicated above.

The limitations listed above shall apply separately to each category of Board meetings, including regular meetings, special meetings, emergency meetings, executive sessions, and work sessions. Thus, for example, the 50% limitation means that a Board member may not attend more than fifty percent (50%) of regular meetings, fifty percent (50%) of special meetings, fifty percent (50%) of emergency meetings, fifty percent (50%) of executive sessions, and 50% of work sessions in a calendar year by an electronic means of communication unless one of the listed exceptions applies.

All votes taken during a meeting conducted with at least one Board member participating through an electronic means of communication shall be by roll call. The Board minutes prepared for meetings in which at least one Board member participates by an electronic means of communication shall state the name of each Board member who:

- A. was physically present at the place where the meeting was conducted;
- B. participated in the meeting by using any electronic means of communication; and
- C. was absent.

The Board minutes also shall identify the electronic means of communication by which:

- A. Board members participated in the meeting; and
- B. the public attended and observed the meeting if it was not an executive session.

Board members may not participate in a Board meeting by electronic communication if the Board is attempting to take final action to:

- A. adopt a budget;
- B. make a reduction in personnel;
- C. initiate a referendum;
- D. establish or increase a fee;
- E. establish or increase a penalty;
- F. use the Board's power of eminent domain authority; or
- G. establish, raise, or renew a tax,

except where a disaster emergency or local disaster emergency has been declared and under the circumstances indicated above.

Subject to the limitations listed above, a Board member who plans to attend a meeting by any electronic means of communication shall notify the Board President and Superintendent no less than twelve (12) hours before the meeting so that arrangements can be made for the Board member's participation by electronic means. Such notice is not required where a disaster emergency or local disaster emergency has been declared, and under the circumstances indicated above, the entire Board is participating in the meeting by means of electronic communication.

A technological failure in an electronic means of communication that disrupts or prevents:

- A. the simultaneous communication between a Board member who is not physically present at the meeting and the Board; or
- B. a member of the public who is not present at the meeting from attending and observing the meeting

does not prevent the Board from conducting the meeting or affect the validity of an action taken by the Board at the meeting if the sum of the Board members physically present at the meeting and the Board members participating by electronic communication without technological failure satisfies the quorum and, if a final action is taken, the Board's voting requirements.

Series of Meetings (Gatherings)

Members of the Board may not participate in a series of meetings (gatherings), concerning the same subject matter, for the purpose of taking "official action" on public business, as defined by I.C. 5-14-1.5 2(d), if the series consists of at least two (2) gatherings and the series of gatherings meets all of the following criteria:

- A. one (1) of the gatherings is attended by at least three (3) Board members but less than a quorum, and the other gathering includes at least two (2) Board members;
- B. the sum of the number of different members attending any of the gatherings equals at least a quorum of the Board;
- C. all gatherings concern the same subject matter and are held within a period of not more than seven (7) consecutive days; and

A Board member attends a gathering if the member is present at the gathering in person or if the member participates in the gathering by telephone or other electronic means, excluding electronic mail.

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Book	Policy Manual
Section	0000 Bylaws
Title	Rescind REGULAR MEETINGS
Code	po0164.1
Status	Second Reading
Adopted	November 22, 2016
Last Reviewed	November 12, 2024

~~0164.1~~ **REGULAR MEETINGS**

~~The Board shall hold a meeting on a date and at a time and place determined annually by a resolution of the Board.~~

~~In the event the date, time, or place of a meeting needs to be changed, which change is in the best interest of the Board and/or the Corporation, such change may be made by action of the Board, provided that the proper notice is given.~~

Neola 2013

Rescinded

Book	Policy Manual
Section	0000 Bylaws
Title	Rescind SPECIAL MEETINGS
Code	po0164.2
Status	Second Reading
Adopted	November 22, 2016
Last Reviewed	November 12, 2024

~~0164.2~~ **SPECIAL MEETINGS**

~~Special meetings of the Board may be called by the President or the Superintendent provided there is compliance with the notice provision of these Bylaws.~~

~~Neola 2013~~

Rescinded

Book	Policy Manual
Section	0000 Bylaws
Title	Rescind EMERGENCY MEETINGS
Code	po0164.3
Status	Second Reading
Adopted	November 22, 2016
Last Reviewed	November 12, 2024

~~0164.3~~ **EMERGENCY MEETINGS**

~~In the event of a severe and imminent threat to the health, safety, or welfare of the Corporation, its employees, or students, any member of the Board or the Superintendent may call an emergency session if it can be shown that delay would be detrimental to efforts to lessen or respond to the threat. Although no formal notice to Board members of any emergency meeting shall be required, an attempt shall be made to contact all Board members. The press and public shall be notified.~~

Neola 2013

Legal I.C. 20-26-4-3, 5-14-1.5

Rescinded

Book	Policy Manual
Section	0000 Bylaws
Title	Rescind MEMBER PARTICIPATION IN MEETINGS THROUGH ELECTRONIC MEANS OF COMMUNICATION
Code	po0164.5
Status	Second Reading
Adopted	August 24, 2021
Last Reviewed	November 12, 2024

~~0164.5 MEMBER PARTICIPATION IN MEETINGS THROUGH ELECTRONIC MEANS OF COMMUNICATION~~

~~Subject to the limitations listed below, the School Board shall permit Board members to participate in a meeting by an electronic means of communication if it allows all Board members participating in the meeting to simultaneously communicate with each other and allows the public to simultaneously attend and observe the meeting if it is not an executive session.~~

~~A Board member participating by an electronic means of communication shall be considered present for purposes of establishing a quorum but may participate in any final action taken at the meeting only if the Board member can be seen and heard. At least fifty percent (50%) of the Board members must be physically present at a meeting.~~

~~A Board member may attend two (2) consecutive meetings (a set of meetings) by electronic communication. A Board member must physically attend at least one (1) meeting between sets of meetings the Board member attends by electronic communication unless the Board member's absence is due to:~~

- ~~A. military service;~~
- ~~B. illness or other medical condition;~~
- ~~C. death of a relative; or~~
- ~~D. an emergency involving actual or threatened injury to persons or property.~~

~~A Board member may not attend more than fifty percent (50%) of the Board meetings in a calendar year by an electronic means of communication unless the Board member's electronic participation is due to:~~

- ~~A. military service;~~
- ~~B. illness or other medical condition;~~
- ~~C. death of a relative; or~~
- ~~D. an emergency involving actual or threatened injury to persons or property.~~

~~All votes taken during a meeting conducted with at least one Board member participating through an electronic means of communication shall be by roll call. The Board minutes prepared for meetings in which at least one Board member participates by an electronic means of communication must state the name of each Board member who:~~

- ~~A. was physically present at the place where the meeting was conducted;~~
- ~~B. participated in the meeting by using any electronic means of communication; and~~
- ~~C. was absent.~~

~~The Board minutes also shall identify the electronic means of communication by which:~~

- A. Board members participated in the meeting; and
- B. the public attended and observed the meeting if it was not an executive session.

Board members may not participate in a Board meeting by electronic communication if the Board is attempting to take final action to:

- A. adopt a budget;
- B. make a reduction in personnel;
- C. initiate a referendum;
- D. establish or increase a fee;
- E. establish or increase a penalty;
- F. use the Board's power of eminent domain authority; or
- G. establish, raise, or renew a tax.

A technological failure in an electronic means of communication which disrupts or prevents:

- A. the simultaneous communication between a Board member who is not physically present at the meeting and the Board; or
- B. a member of the public who is not present at the meeting from attending and observing the meeting does not prevent the Board from conducting the meeting or affect the validity of an action taken by the Board at the meeting if the sum of the Board members physically present at the meeting and the Board members participating by electronic communication without technological failure satisfies the quorum and, if a final action is taken, the Board's voting requirements.

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I.C. 5-14-1.5-3.5

Book	Policy Manual
Section	0000 Bylaws
Title	Rescind MEETINGS DURING DECLARED DISASTER EMERGENCIES
Code	po0164.6
Status	Second Reading
Adopted	August 24, 2021
Last Reviewed	November 12, 2024

~~0164.6~~ **MEETINGS DURING DECLARED DISASTER EMERGENCIES**

This Bylaw applies only if:

- ~~A. the Governor declares a disaster emergency under I.C. 10-14-3-12; or~~
- ~~B. the executive (as defined in I.C. 36-1-2-5) of a political subdivision declares a local disaster emergency under I.C. 10-14-3-29.~~

~~Until the disaster emergency or local disaster emergency is terminated, School Board members are not required to be physically present at a Board meeting. During the disaster emergency or local disaster emergency, Board members may meet by any means of electronic communication, if the following are satisfied:~~

- ~~A. At least a quorum of the Board members participate in the meeting by means of electronic communication or in person.~~
- ~~B. The public is able to simultaneously attend and observe the meeting, unless held in executive session.~~

~~All votes taken in a meeting conducted with at least one Board member participating through an electronic means of communication during a declared disaster emergency or local disaster emergency shall be by roll call. The Board minutes prepared for meetings in which at least one Board member participates by an electronic means of communication during a declared disaster emergency or local disaster emergency must state the name of each Board member who:~~

- ~~A. was physically present at the place where the meeting was conducted;~~
- ~~B. participated in the meeting by using any electronic means of communication; and~~
- ~~C. was absent.~~

~~The Board minutes also shall identify the electronic means of communication by which:~~

- ~~A. Board members participated in the meeting; and~~
- ~~B. the public attended and observed the meeting if it was not an executive session.~~

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Legal I.C. 5-14-1.5-3.7

Book	Policy Manual
Section	0000 Bylaws
Title	Rescind NOTICE OF EMERGENCY MEETINGS
Code	po0165.3
Status	Second Reading
Adopted	November 22, 2016
Last Reviewed	November 12, 2024

~~0165.3 NOTICE OF EMERGENCY MEETINGS~~

~~The Board may meet to address an actual or threatened emergency involving injury to person or property or actual or threatened disruption of the operation of the School Corporation. The notice requirements of the Open Door Law do not apply to a Board meeting, convened to address an emergency, but news media which have requested notice of meetings must be given the same notice as is given to Board members without charge, and the public must be notified by posting a copy of the notice at the administrative offices of the School Corporation and on the School Corporation's Internet website.~~

~~Neola 2013~~

Rescinded

Book	Policy Manual
Section	0000 Bylaws
Title	Rescind SERIES OF MEETINGS (GATHERINGS)
Code	po0165.5
Status	Second Reading
Adopted	November 22, 2016
Last Reviewed	November 12, 2024

~~0165.5 — SERIES OF MEETINGS (GATHERINGS)~~

~~Members of the Board may not participate in a series of meetings (gatherings) if the series consists of at least two (2) gatherings and the series of gatherings meets all of the following criteria:~~

- ~~A. one (1) of the gatherings is attended by at least three (3) Board members but less than a quorum and the other gathering includes at least two (2) Board members~~
- ~~B. the sum of the number of different members attending any of the gatherings at least equals a quorum of the Board~~
- ~~C. all gatherings concern the same subject matter and are held within a period of not more than seven (7) consecutive days~~
- ~~D. the gatherings are held to take official action on public business~~

~~A Board member attends a gathering if the member is present at the gathering in person or if the member participates in the gathering by telephone or other electronic means, excluding electronic mail.~~

Neola 2013

Legal I.C. 5-14-1,5-3.1

Book	Policy Manual
Section	5000 Students
Title	PROPOSED REVISED - GRADUATION REQUIREMENTS
Code	po5460
Status	Second Reading
Adopted	November 22, 2016
Last Revised	February 28, 2023
Last Reviewed	November 12, 2024

5460 - **GRADUATION REQUIREMENTS**

High School Graduation

In order to graduate from high school, a student shall:

A. Satisfy all three (3) of the following Graduation Requirements as established by the Indiana State Board of Education, which includes:

1. Earn credits necessary for a High School Diploma

- a. Core 40;
- b. Academic or Technical Honors; or
- c. General.

2. Learn and Demonstrate Employability Skills

- a. Project-Based Learning;
- b. Service-Based Learning; or
- c. Work-Based Learning.

3. Demonstrate Postsecondary-Ready Competencies

- a. Honors Diploma;
- b. SAT/ACT/ASVAB cut scores;
- c. Industry Recognized Certification;
- d. Federally Recognized Apprenticeship;
- e. CTE Concentrator;
- f. AP/Dual Credit; or
- g. Locally Created Pathway.

B. Be enrolled for at least seven (7) semesters in grades nine (9) through twelve (12).

C. The student who does not satisfy all three (3) of the Graduation Requirements may be eligible to graduate if the student does the following:

1. attempts to meet at least three (3) Postsecondary-Readiness Competencies;
2. maintains a school attendance rate of at least ninety-five percent (95%) with excused absences not counting against the student's attendance;
3. maintains at least a "C-" average in the courses comprising the credits specifically required by the Indiana State Board of Education; and
4. meet all State and local Graduation Requirements; and
5. show evidence of Postsecondary Planning.
 - a. the principal must approve the above-stated requirements have been met, and
 - b. the recommendation must be supported by documentation, including the completion of the Postsecondary-Readiness Competency Waiver.

D. Additional Requirements for Students with Disabilities

During the student's annual case review held when a student with a disability is enrolled in 8th grade, the case conference committee shall review and discuss with the student's parent (and the student, if appropriate):

1. The types of diplomas available for students to receive in the State of Indiana;
2. The course requirements for each type of diploma; and
3. Employment and career options for the student and the type of academic, technical, and vocational preparation necessary to achieve the employment or career.

The student's IEP must include the type of diploma the student will seek and courses which will allow the student to progress towards the diploma in a timely manner. The Corporation shall not require students with disabilities to complete locally required credits that exceed State credit requirements to receive a diploma unless otherwise required as part of the student's IEP.

Beginning in grade nine (9) and in addition to the annual case review, the student's teacher of record shall communicate at least once each grading period with the student's parent concerning the student's progress towards the selected diploma. If the parent requests a meeting with the teacher of record to discuss the student's progress, the teacher must meet with the parent in a timely manner. Such a meeting does not constitute a case conference committee meeting, and a request for such a meeting does not abrogate a parent's right to call for a meeting of the case conference committee at any time.

E. Otherwise, satisfy all State and local graduation requirements.

Early Graduation

For students fulfilling all graduation requirements as established in Section 1 of this policy in less than seven (7) semesters, a waiver may be requested. An application specifying the circumstances which make the waiver advisable will be submitted to the Superintendent of Schools for their review and approval.

A student qualifying for early graduation by the end of grade eleven (11) is eligible for a state early graduation scholarship subject to the provisions of Indiana statutes. Any student requesting an early graduation may obtain information regarding the scholarship from the guidance department.

Granting Diplomas

- A. Students enrolled in the Corporation shall have the opportunity to earn any type of State diploma approved by the Indiana State Board of Education.
- B. Transfers from Other Districts

Any student who completes his/her final semester of attendance and has earned at least six (6) credits from an Elkhart high school during this time may be granted a diploma from an Elkhart high school. That student must also complete all requirements for graduation from high school established by the State of Indiana as described in Section 1 of this policy. The Superintendent may waive the requirement that the student earns six (6) credits from an Elkhart high school if that student has completed all requirements for graduation from high school established by the State of Indiana as described in Section 1 of this policy.

C. Certificate of Completion

Upon the recommendation of the student's teacher of record, Elkhart high schools will grant a Certificate of Completion to a child with a disability (as defined in IC 20-35-1-2) who is not eligible to receive a diploma or a Course Completion, but who has completed the requirements of a Certificate of Completion through a four (4) year educational program as established through the student's IEP.

D. Indiana Alternate Diploma

Beginning with the Class of 2023, the Indiana Alternate Diploma is available to high school students with the most significant cognitive disabilities who participate in alternate assessments and satisfy graduation requirements (as defined in 511 IAC 6-7.1-10).

E. Credit for Courses Completed Before Students Enter Grade Nine (9)

Credit earned for high school equivalent courses taken before students enter grade nine (9) will be granted in a manner consistent with Indiana laws, the rules and regulations adopted by the Indiana State Board of Education, and the Elkhart Community Schools.

F. Credit for Courses Completed More Than One (1) Time

1. A student may repeat a high school course in which credit has been earned. Credit for a course required for graduation will only be granted one (1) time, and the highest grade earned will be used to calculate the student's GPA.
2. The student's transcript will show the course each time it was completed and the grade assigned for each completion.
3. Some courses may be taken for multiple credits with all credits contributing to the GPA (e.g. band, choir, etc.).

G. So as to provide additional opportunities to meet graduation requirements established by the Indiana State Board of Education, A student who participates in the AFJROTC program may earn ~~an additional~~ PE credit after completing a successful year of AFJROTC.

H. So as to provide additional opportunities to meet graduation requirements established by the Indiana State Board of Education, students will also be eligible for PE credit as a result of their participation in the following IHSAA sports or EHS sponsored programs, provided the student participated for the complete season (i.e. first practice to the final event), remained on the active roster for the entire season or duration of the activity, and at the conclusion of the season or activity, the coach, sponsor or director submits, to the counseling office, a list of eligible students. The sports/program are as follows: Baseball, Basketball, Cross Country, Football, Golf, Gymnastics, Soccer, Softball, Swimming & Diving, Tennis, Track & Field, Unified Flag Football, Unified Track & Field, Volleyball, Wrestling, Cheer - Fall or Winter, and Marching Band.

1. The student must participate regularly in physical activity, demonstrated by participation in a minimum of 90% of group activities (injury free) or 66% if a major injury occurs. Either the EHS athletic trainer or a physician must document the major injury which prevents active participation.
2. Disciplinary suspension from the activity may result in forfeiture of credit as determined by the coach, director, or sponsor and approved by an administrator.
3. Since credits will be earned based on mastery of physical education standards, coaches, directors, or sponsors may choose to work with the student beyond the season until the standards are met.
4. A student may not use the same activity as a substitution for both PE 1 and PE 2.

Legal

I.C. 20-26-5-37

I.C. 20-32-4-1 through 10

I.C. 20-35-4-11

511 IAC 6-7.1-4 through 7