

MEETING
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

NOTICE OF MEETING LOCATION CHANGE

Date: Tuesday, April 21, 2026

Time: 6:00 p.m.

Location: Elkhart High School Little Theater
2608 California Road
Elkhart, Indiana 46514



Interim Superintendent of Schools

Posted and electronically delivered to News
Media on Monday, April 13, 2026, and
electronically delivered to Board Members and
School Attorney on Monday, April 13, 2026.

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

NOTICE OF MEETING LOCATION CHANGE

Date: Tuesday, April 21, 2026

Time: 5:00 p.m.

Location: Elkhart High School Little Theater
2608 California Road
Elkhart, Indiana 46514



Interim Superintendent of Schools

Posted and electronically delivered to News
Media on Monday, April 13, 2026, and
electronically delivered to Board Members and
School Attorney on Monday, April 13, 2026.


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

NOTICE OF MEETING CANCELLATION

Date: Tuesday, April 21, 2026

Time: 5:00 p.m.

Location: Elkhart High School Little Theater
2608 California Road
Elkhart, Indiana 46514



Interim Superintendent of Schools

Posted and electronically delivered to News
Media on Wednesday, April 15, 2026, and
electronically delivered to Board Members and
School Attorney on Wednesday, April 15, 2026.

NOTICE OF EXECUTIVE SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

Date: Tuesday, April 21, 2026

Time: 3:30 p.m.

Purpose: Reference Indiana Code Section 5-14-1.5-6.1

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

(E) School consolidation

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

Location: Elkhart High School
2608 California Road
Elkhart, IN 46514



Interim Superintendent of Schools

Posted and electronically delivered to News
Media on Wednesday, April 15, 2026, and
electronically delivered to Board Members and
School Attorney on Wednesday, April 15, 2026.

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

April 21, 2026

CALENDAR

Apr	21	3:30 p.m.	Executive Session, Elkhart High School
Apr	21	5:30 p.m.	Distinguished Staff Reception, Elkhart High School Little Theater
Apr	21	6:00 p.m.	Regular Board Meeting, Elkhart High School Little Theater
May	12	5:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
May	12	6:00 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. MOMENT OF PRIDE
- F. DISTINGUISHED STAFF
- G. BEARDSLEY ELEMENTARY REPORT
- H. EXCELLENCE OF ELKHART
- I. CONSENT ITEMS:
 - Minutes – March 10, 2026 – Regular Board Meeting (revised)
 - Minutes – March 24, 2026 – Regular Board Meeting
 - Minutes – March 27, 2026 – Special Board Meeting
 - Claims
 - Fundraisers
 - Extra-Curricular Purchases
 - Gift Acceptances
 - Conference Leave Requests
 - Overnight Trip Requests
 - Grants

J. OLD BUSINESS

Contracts – The administration presents contracts for final consideration.

- IACE Travel
- MAZI Educational Consulting, LLC Amendment
- JWF Specialty Company
- Boys & Girls of Elkhart County Summer Learning MOU

Board Policy 3213.04ACS – Student Staff Relationships – The administration presents proposed revised Board Policy 3213.04 – Student Staff Relationships for final consideration.

2026 - 2027 Intense Intervention Programming

K. NEW BUSINESS

Personnel Report

Approval of Resignation of Dr. Larry Huff, effective April 3, 2026, and Satisfaction of Related Contractual Obligations

Approval of the Appointment of Michele Riise as Interim Superintendent, effective April 3, 2026

Approval of the Appointment of Dr. Amy Rauch as Interim Deputy Superintendent, effective April 3, 2026

Approval of the Appointment of Kristen Sederberg as Interim Director of Elementary Schools, effective April 3, 2026

Elkhart Aquatics Center Addendum – The Administration recommends approval of the First Amendment to the Agreement Concerning Aquatics Facility between Elkhart Community Schools, Elkhart Health, Fitness and Aquatics, Inc., and Beacon Health System, Inc.

Contracts – The administration presents contracts for initial consideration.

- Integrated Technology, LLC
- Network Solutions, Inc.
- Qualtrics
- Elkhart County Youth for Christ, Inc., dba Lifeline
- Five Star Life
- Seesaw Learning, Inc.
- Education Advanced, Inc.

Board Policy 7510.01 – Use of School District Vehicles – The administration presents proposed new Board Policy 7510.01 – Use of District Vehicles for initial consideration.

Financial Report

Insurance Report

L. INFORMATION AND PROPOSALS

From Superintendent and Staff

From Board

M. ADJOURNMENT

MOMENT OF PRIDE



April 21, 2026

Khloe Ivory

Teacher of the Year

- March 24
- Mrs. Booker!
 - Health and Public Safety
 - Geometry Teacher
- Chosen by committee of teachers
- From the nominator:
 - Modifies curriculum
 - Creates amazing visuals
 - Positive, consistent, example of excellence!



Coffee House Talent Show

- March 26
- 15 Acts
 - Vocal Solos
 - Small Bands
 - Puppetry
 - Upright Bass Trio
 - And More!
- 125+ Audience Members



McKinnies Realty Student Athlete of the Month

- March 26
- Regan recognized as Student Athlete of the Month.
- Regan represented the Lions at State Finals.
- Competed in bars and floor.



Spring Break!

- April 3-12



Foreign Exchange Students

- April 13
- 25 visitors from Yamate, Japan
- 15 host students
- Day trips throughout the area and attending classes
 - Das Dutchman Essenhaus
 - Univ of Notre Dame
 - The History Museum
- Elkhart students will visit Japan this summer.



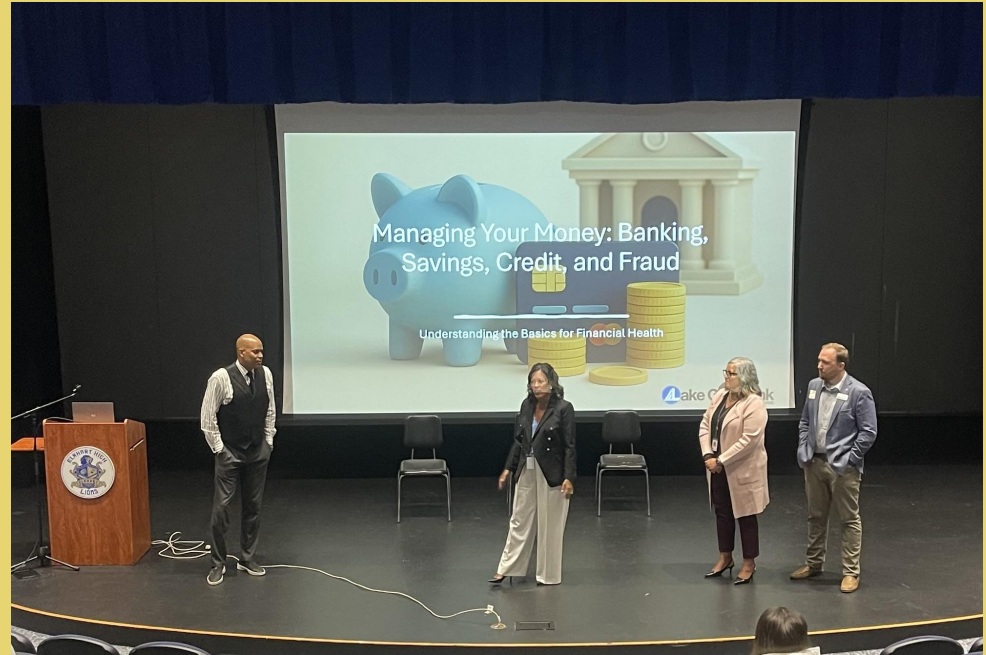
Paws for a Cause

- April 11
- Sophomore Reps
 - Gave their time during Spring Break
- Fundraiser for the Elkhart County Humane Society



Financial Literacy

- April 13-14
- Lake City Bank and Federal Home Loans Association - \$25,000
- Seniors in Business and International Relations
- Two financial literacy workshops
- Provides them opportunity for a \$1,000 grant to use for anything they need after high school.



Upcoming Events



- ISSMA HS Band Festival - April 24
- NHS Induction - April 26
- Lots of Athletics - all through April and May
- Prom - May 2
- SoS Awards - Week of May 18
- Senior Awards - May 27
- Last Day of School - May 29
- Graduation - June 11

Beardsley Elementary School



**1027 McPherson St.
Elkhart, IN 46514**

**Principal: Mrs. Machel Seese
Assistant Principal: Mrs. Angelica Nagy**

At Beardsley we believe that:



Being part of the Beardsley family,
means

I belong,

I matter,

*and I help make
our school*

a great place to learn and grow!

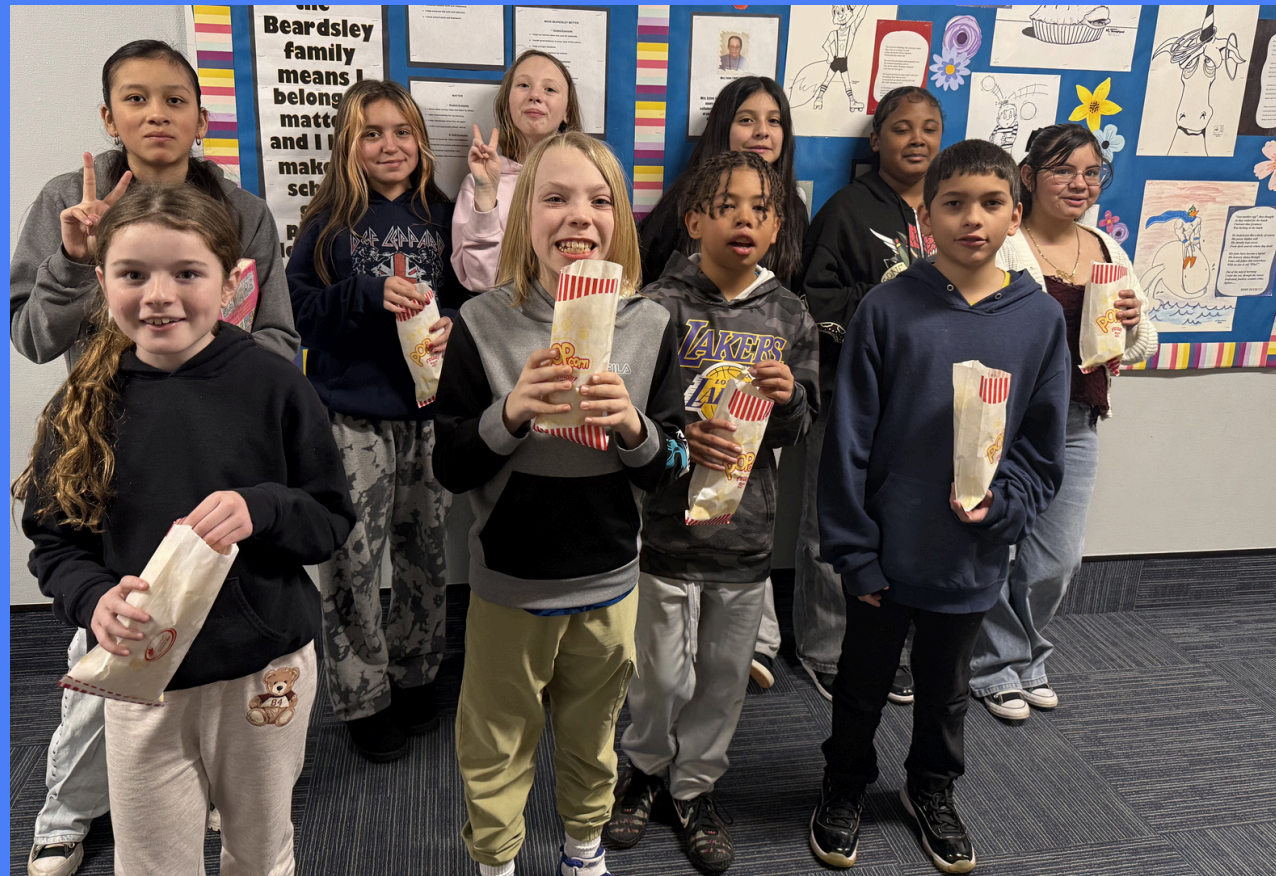


Student Opportunities:

Beardsley is a hub of extracurriculars, offering clubs like Chess and Student Council. Plus sports such as soccer and cheerleading, and Girls On The Run; empowering students to discover passions and build skills.



Popcorn Fridays



Attendance Data

Students with Weekly Perfect Attendance

152

208

157

153

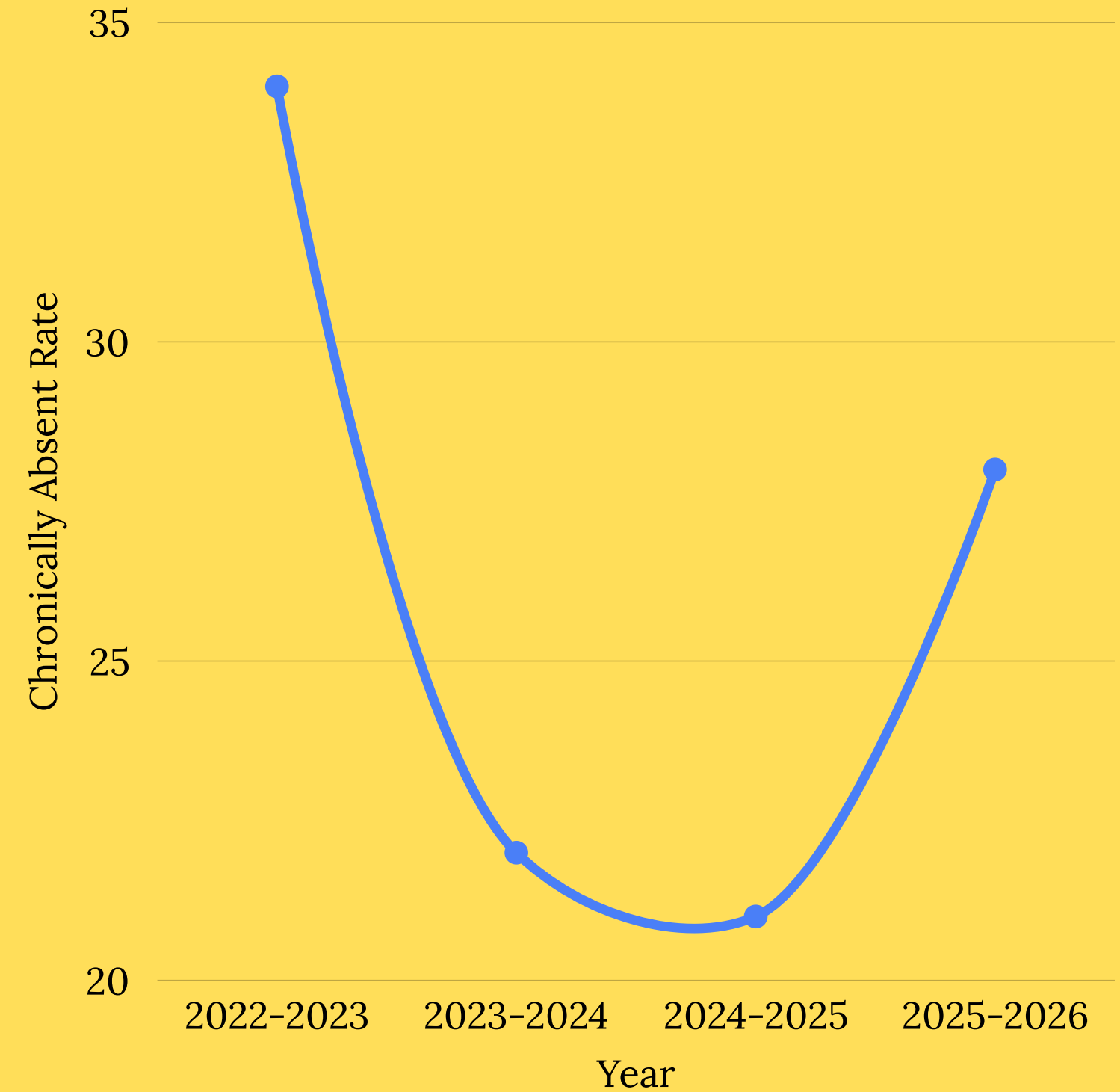
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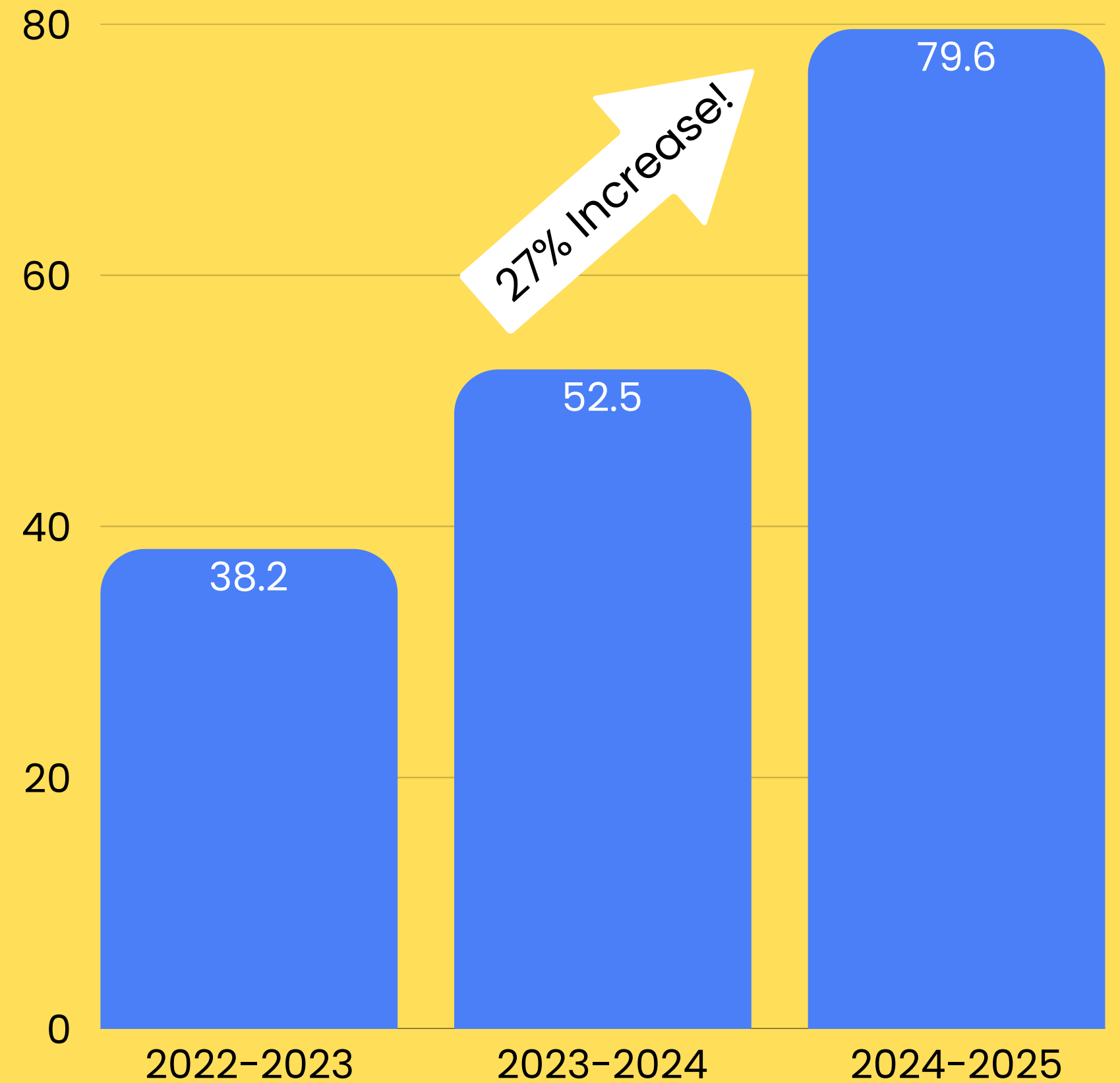
168

202

Chronic Absenteesim



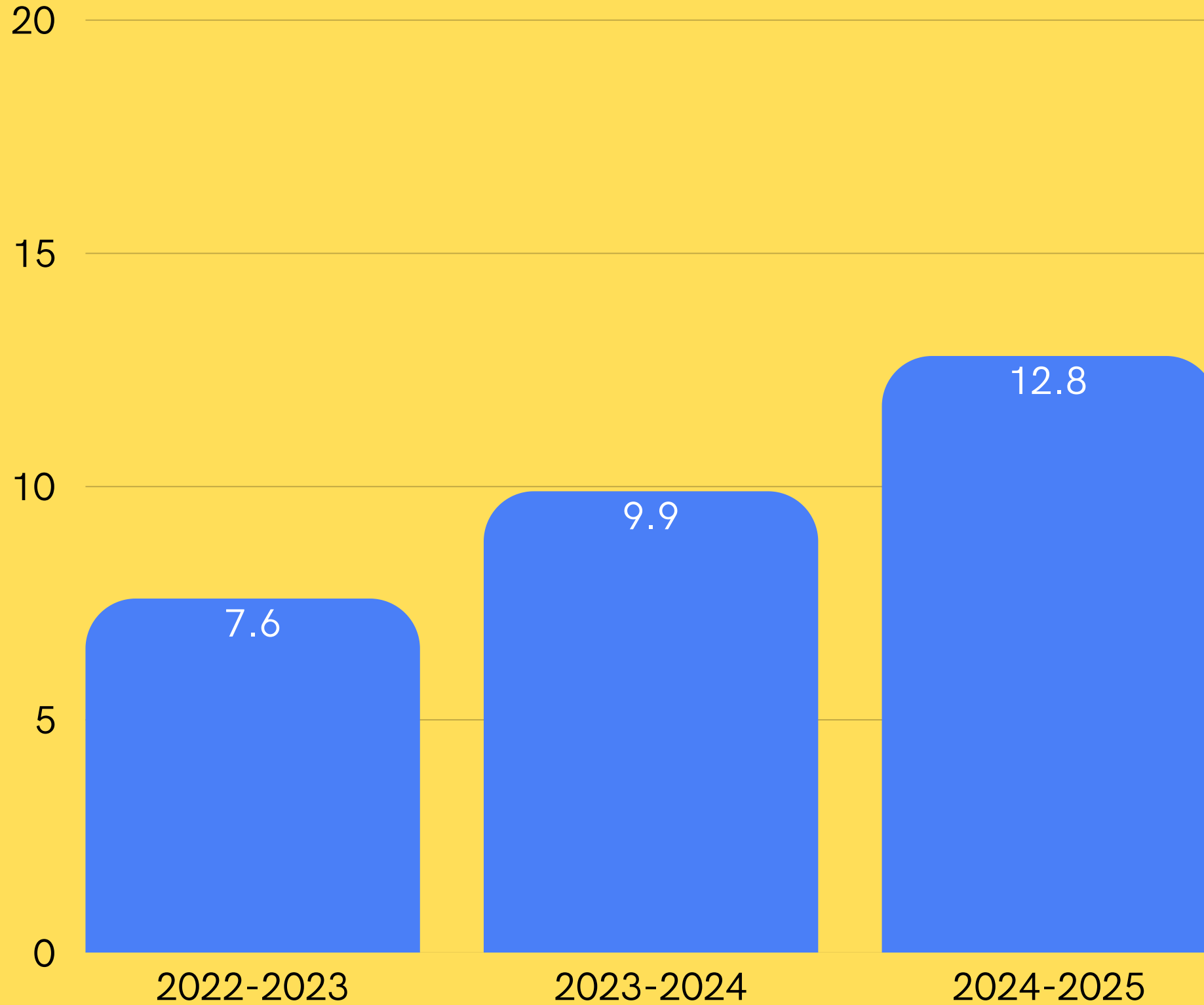
This Year's Goal:
Increase Summative
passing rate by 10%



iREAD Data Over Time

iLEARN Data Over Time

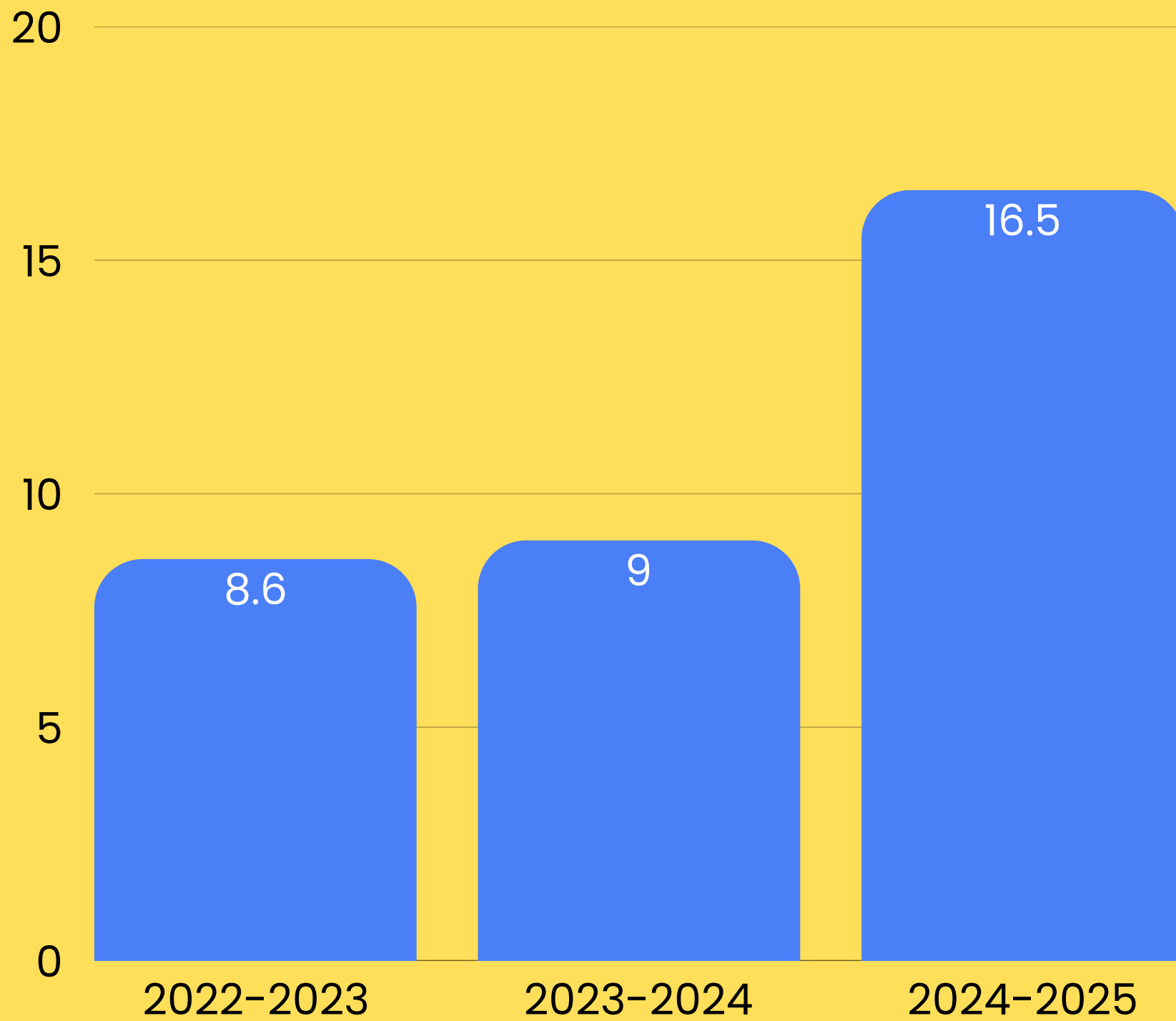
ILEARN Math-Summative



This Year's Goal:
Increase Summative
passing rate by 10%

iLEARN Data Over Time

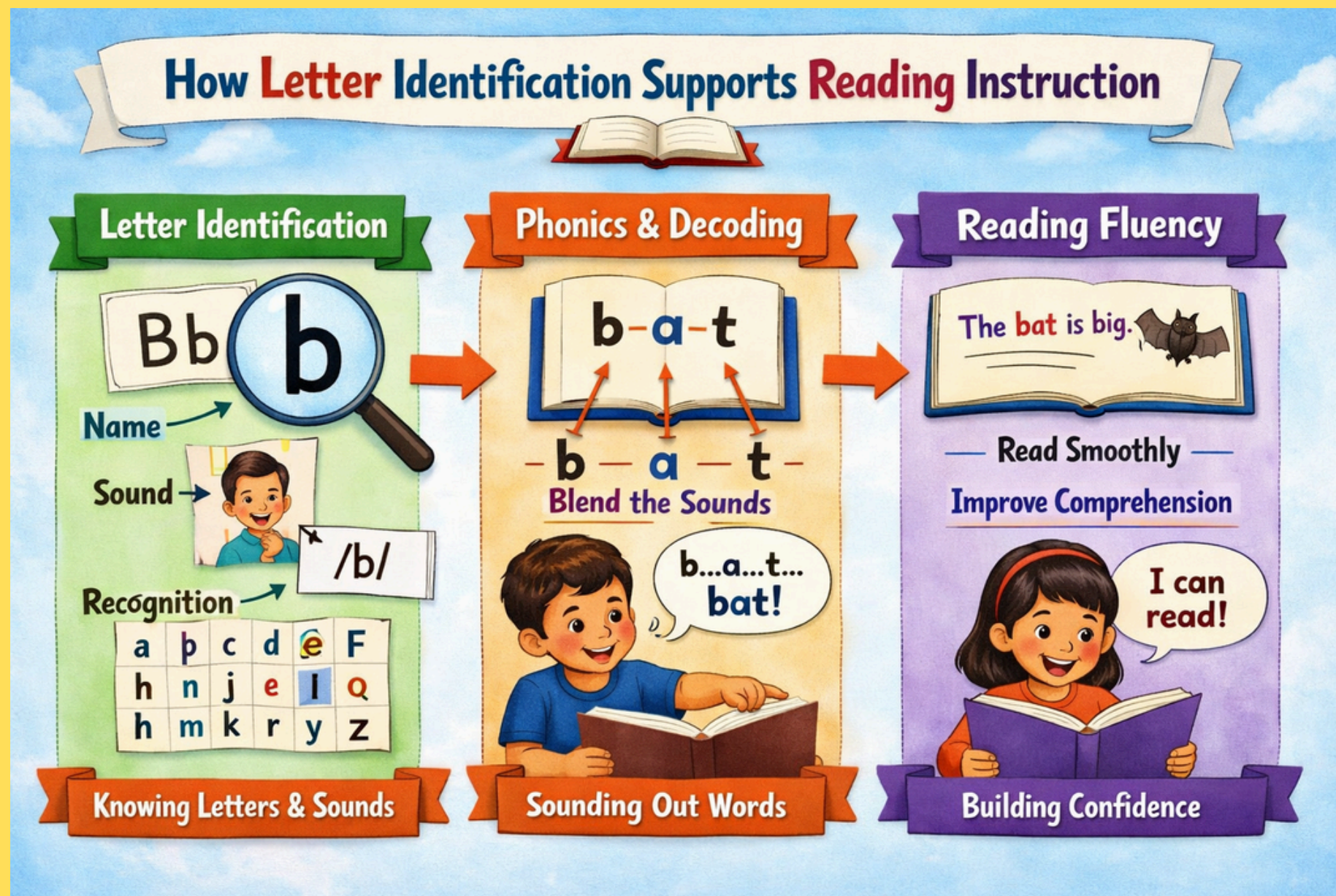
ILEARN ELA



This Year's Goal:
Increase Summative
passing rate by 10%

Kindergarten...thinking outside the box!

Kindergarten 5 minute interventions have made a huge difference!

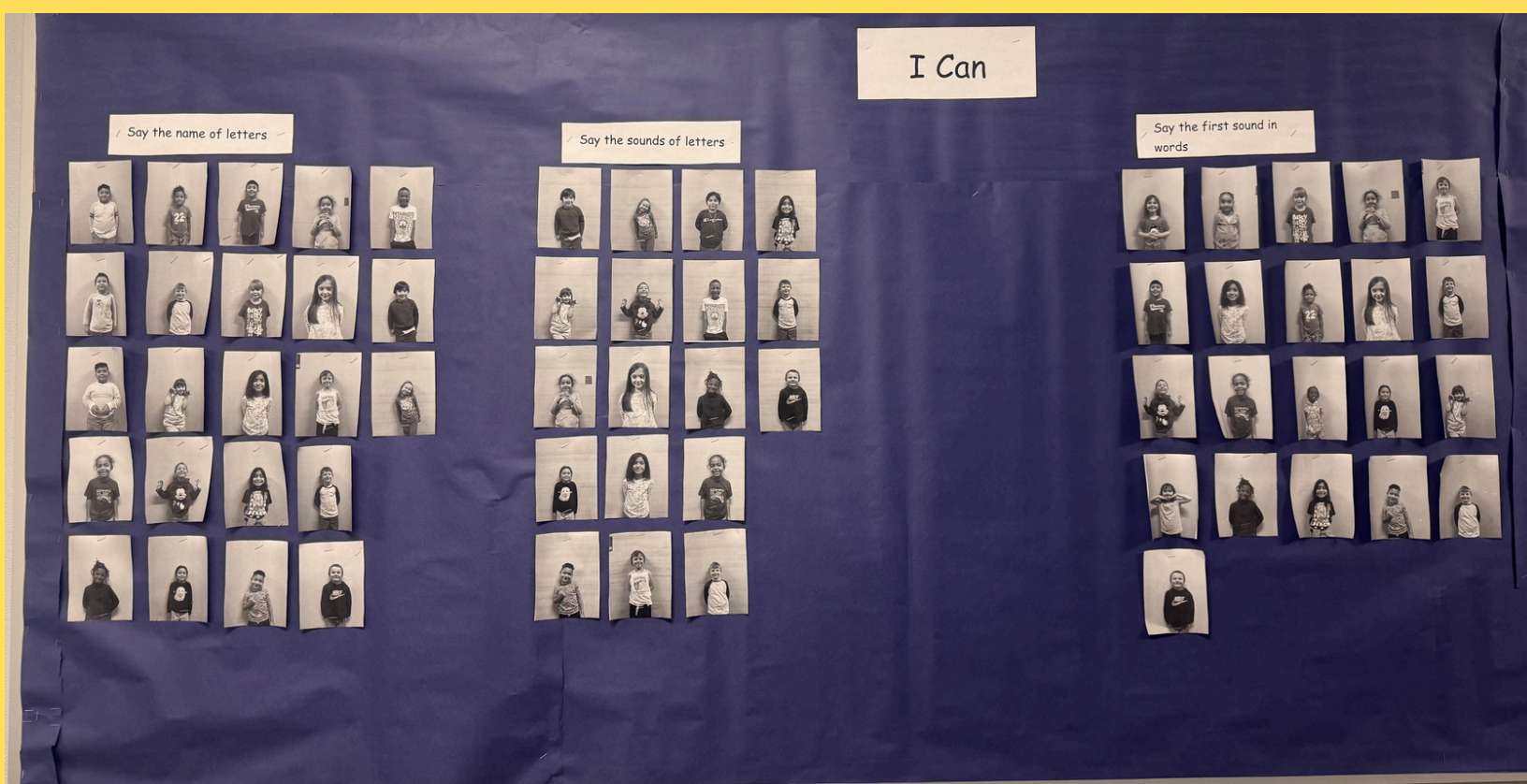


	Uppercase ID	Lowercase ID
January	10%	17%
April	60%	56%

Kindergarten feedback:

Our kindergarten students have made amazing growth this year. One parent stated, “at the beginning of the year, she didn’t even recognize her own name; now she is reading books!”

Teachers have stated that “with the new curriculum, students are not just learning how to read, but they are actually putting those skills into practice. More kindergarten students are reading this year!”



The plan

Staff Support:

- Ongoing professional development for lesson planning
- Engage in LETRS Training to strengthen literacy instruction modeled after the science of reading
- Participate in staff celebrations to build morale and a positive school culture
- Collaborate in developing curriculum maps and creating more rigorous daily math reviews
- Plan a summer Beardsley family event to welcome new staff members



The plan

Student Support:

- Participate in monthly themed activities that build community and reflection
- PRIDE Assemblies to celebrate student achievement
- Earn rewards for positive attendance, such as Popcorn Fridays
- Quarterly Whole School Reading and Math events



The plan

Community and Families:

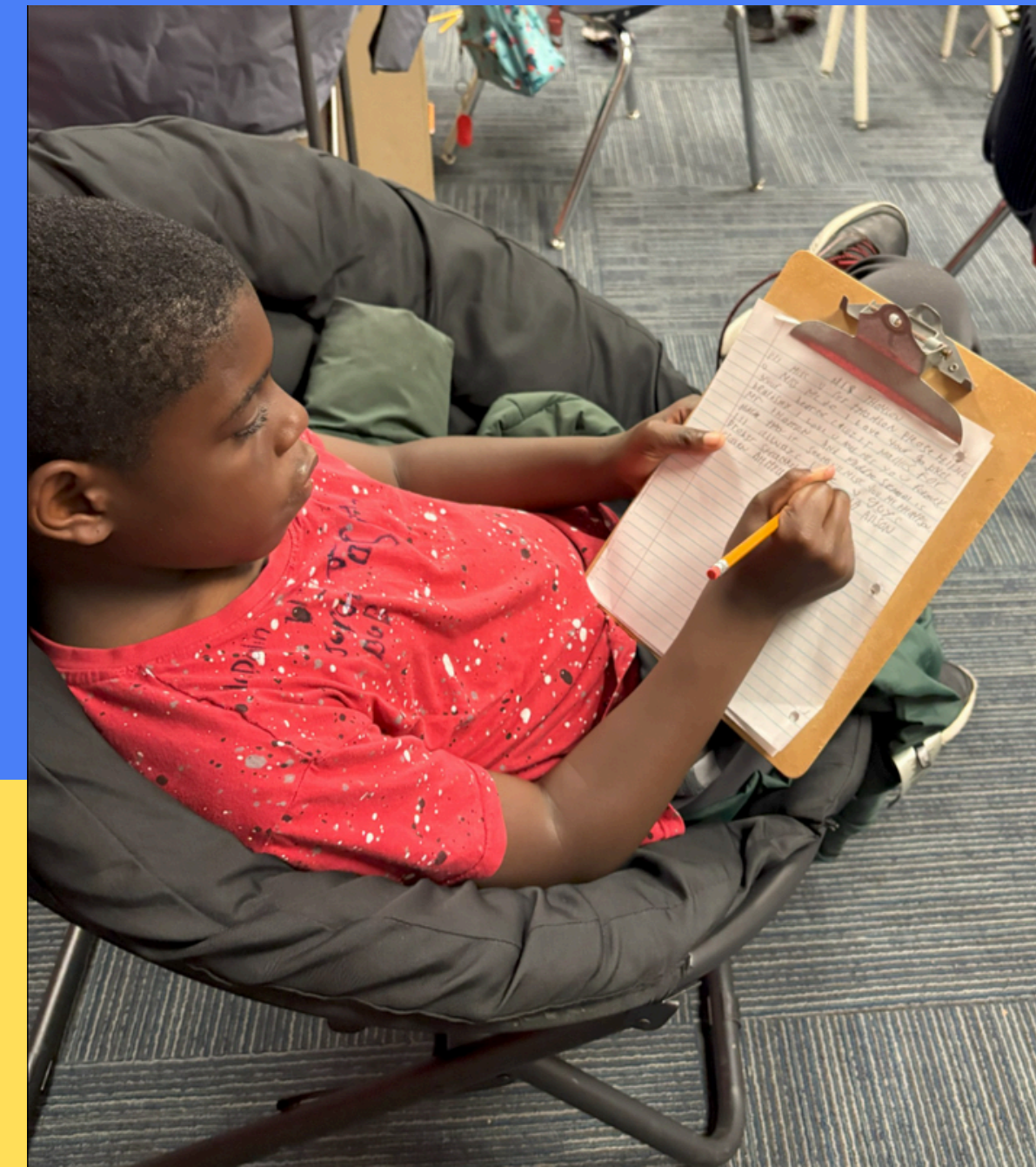
- Host community events such as Wellfield Botanic Gardens Family Night
- Continue to organize family engagement events like Lotería Night and Polar Express Night
- Continue building and strengthening our PTO
- Encourage and increase parent volunteer involvement in classrooms and school events



After School Tutoring

Our Full Service Community Schools Grant has paid for our after school tutoring program.

- 2025-2026 34 students participated
 - 8 students passed
 - 8 students scored over 400
 - 5 students had significant growth
 - All students show growth on progress monitoring for grade level assessments



Boys and Girls Club

- 78 Beardsley students attend B&G Club daily
- Flexibility with tutoring
- Over 80 scholarships for students


INVEST IN
GREAT FUTURE
Breakfast

Presented by
AVANTURE PRODUCTS
EST. 1999
Welch Packaging

“I like how everyone has different personalities in Club. I have made a lot of friends and like the staff.”

Ashton L.

Banners and placemats sponsored by BGS



Future Improvements

- Engaging the Community
- Continue to create a school culture of growth and positivity
- Celebrate Successes often
- Keeping Student Success at the forefront
- Strengthening Data-Based Decision Making



Excellence of Elkhart

April 21, 2026



Excellence of Elkhart

ACADEMICS • ARTS • ATHLETICS



ACADEMICS

Math Bowl





ACADEMICS

Money Masters Scholarship Program





ARTS

Fearfully and Wonderfully Made





ARTS

Middle School & Elementary Youth Art Month Awards





ATHLETICS

All American Strength and Conditioning Athletes of the Year





ATHLETICS

High Jump Record





FUTURE HAPPENINGS

- **April 23:** High Ability Parent Night
- **April 25:** Bristol Elementary - The Final Round, Family and Community Event
- **April 28 & 30:** Consolidated School Open Houses
- **April 27:** Inaugural Lion's Launch for Middle School Sports
- **May 4:** 5th Grade Open Houses at the Middle Schools

**As always, you can
stay-up-to-date by
following us on social
media**



ElkhartCommunitySchools



Elkhartschools



Elkhart Community Schools



ParentSquare



REVISED MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

March 10, 2026

J.C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana 46514 – at 6:03 p.m.			Place/Time
Board Members Present:	Troy E. Scott Kellie L. Mullins Mike Burnett	Dacey S. Davis Eric Ivory Anne M. VonDerVellen Douglas K. Weaver	Roll Call
Board President Troy Scott called the regular meeting of the Board of School Trustees to order.			Call to Order
Board Member Anne VonDerVellen recited the Elkhart Promise.			The Elkhart Promise
Six (6) audience members addressed the Board during public comment regarding the consolidation, specifically Hawthorne and Woodland, and staffing reductions.			Public Comment
Mr. Matt Werbiansky, Principal of the Business and International Relations (B&IR) School of Study at Elkhart High School (EHS), provided an overview of the program, including staffing, student demographics, academic pathways, and student outcomes. He reported that the program serves approximately 390 students and is supported by 22 teachers, two counselors, an early college counselor, and support staff. While the program’s demographics largely mirror those of EHS, he noted a higher percentage of male students enrolled. Students participate in pathways such as accounting, business management, and entrepreneurship, and may also meet graduation requirements through dual credit coursework or participation in Elkhart Area Career Center (EACC) programs. In addition, students have access to industry-recognized certification opportunities, including Microsoft Office Specialist and QuickBooks. Mr. Werbiansky shared that approximately 219 students, or 56%, are enrolled in dual credit courses, and that over 95% of seniors are on track to graduate. He also reported that students have collectively received more than \$2 million in scholarship offers and have been accepted to a wide range of colleges and universities, including Purdue University, Indiana University, and other institutions across the country.			Elkhart High School - Business & International Relations School of Study Report
Mr. Werbiansky highlighted student involvement and achievement			

Revised April 21, 2026, to include omitted language regarding the first reading of contracts discussed at the March 27, 2026, Board meeting.

through Future Business Leaders of America (FBLA), which has grown to 37 active members, an increase from the previous year. He noted that 25 students are participating in the state leadership conference, where they compete in events such as role-playing scenarios and objective testing, while also engaging in leadership development opportunities. Recent accomplishments include state champions in banking and financial systems and business management, as well as student representation in state-level leadership roles. He also recognized student success in extracurricular activities, including individual state champion and runner-up honors in bowling and a state qualifier in wrestling. Additionally, Mr. Werbiansky emphasized the importance of community partnerships, particularly with Lake City Bank, which operates a branch within the high school, providing hands-on internship experiences, financial literacy opportunities, and support for school operations. He concluded by recognizing the strong, collaborative B&IR staff and their continued commitment to providing meaningful, real-world learning experiences that support student success.

Dr. Huff commended Mr. Werbiansky and the students in the B&IR for their accomplishments. In response to his inquiry, Mr. Werbiansky confirmed that students will be traveling to Muncie to participate in the FBLA state conference, with the potential to advance to national competition. Dr. Huff also noted the strong representation of female students in leadership roles within FBLA and emphasized the importance of continuing to promote opportunities within the program. He concluded by expressing appreciation for the work of Mr. Werbiansky and the success of the students.

Mr. Jeremy Bechtel, Principal of Woodland Elementary School, presented the Woodland Report and introduced Assistant Principal Nicole Serge, along with members of the Woodland staff in attendance. He expressed appreciation to the Board for its continued support and highlighted Woodland's strong sense of tradition as a neighborhood school serving generations of families. He noted that the school emphasizes a positive culture through daily routines, including the Pledge of Allegiance, the Rocket Pride student code of conduct, and the Elkhart Promise.

Woodland
Elementary
School Report

Mr. Bechtel reviewed the school's academic goals, which include increasing IREAD proficiency to 90% and improving ILEARN English Language Arts and Math proficiency rates into the 30% range. He reported significant academic growth, with English Language Arts proficiency increasing from approximately 16% to 27.7%, with projections exceeding 30%, and Math proficiency increasing from 17.6% to 24.8%, with projections around 32%. He highlighted notable gains among student subgroups, including increases in proficiency among Hispanic/Latino, Black, female, and exceptional learner populations. He also shared strong cohort growth trends, with current fifth-grade students more than doubling proficiency rates since third grade.

Mr. Bechtel reported that early literacy and foundational skills remain a priority, with kindergarten and first-grade students performing in the 67th and 69th percentiles nationally on winter NWEA assessments. He also discussed dyslexia screening efforts in grades K–2 and early success with second-grade students passing the IREAD assessment. Current projections indicate approximately 65% of students passing IREAD on the first attempt, with continued intervention and summer programming planned to support additional growth.

He attributed academic progress to a strong instructional focus on explicit teaching, teacher clarity, PLC collaboration, MTSS systems, and the application of professional learning, including LETRS training. Mr. Bechtel also highlighted improvements in chronic absenteeism, which has decreased significantly from approximately 23% to an estimated 13.5%, with a goal of reducing it below 10%.

Mr. Bechtel concluded by recognizing the collective efforts of Woodland staff, past and present, and emphasizing the school's commitment to continuous improvement, strong relationships with families, and a culture of high expectations and support for all students. A brief video was shown highlighting a Woodland pep rally held to build student enthusiasm in preparation for upcoming assessments.

Dr. Huff commended Mr. Bechtel for his leadership of Woodland Elementary School, recognizing his dedication, humility, and the positive culture established within the school community. He praised the efforts of Woodland staff, noting their strong impact on student achievement, including state-recognized growth in IREAD3. Dr. Huff highlighted the welcoming and supportive environment created for students and families, emphasizing the strong relationships with the community and the lasting influence on students. He expressed appreciation for Mr. Bechtel's commitment to students and staff, acknowledging his leadership and contributions to Elkhart Community Schools.

Wendy Wood, 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, EMT students from the EACC partnered with third-grade students during their ETHOS Wind, Weather, and Water Unit, working alongside Nurse Parmelee of the Med Ed Foundation. The high school students led emergency response demonstrations and guided elementary learners through basic first aid practices, fostering meaningful cross-age mentorship while connecting classroom learning to real-world medical careers.

At EHS, Ms. Storer's Dual Credit Biology students recently took on the role of lab scientists by testing simulated blood samples to determine ABO and Rh blood types. Through this hands-on investigation, students applied their knowledge of genetics and immunology while developing

practical laboratory skills aligned to real-world scientific practices.

In the area of Arts, students at Hawthorne Early Learning Center strengthened their fine motor skills during table time by creating Presidents' Day crafts using colorful stamps, combining creativity with foundational skill development.

At Roosevelt STEAM Academy, kindergartners integrated art and geography as they learned about the seven continents and created their own globes. Students took great pride in showcasing both their creativity and their new understanding of the world around them.

At EHS, 90 music students performed at the ISSMA State Solo & Ensemble Festivals for Vocal and Piano and Wind, Percussion, and String after earning Gold Ratings at the district level. At the state level, 18 events received the highest distinction of Gold with Distinction, 31 earned Gold Ratings, and 3 earned Silver Ratings, an outstanding accomplishment reflecting the dedication and talent of our students and music staff.

In the area of Athletics, EHS senior Regan Iannarelli is a back-to-back Sectional Champion, demonstrating exceptional dedication and performance. Additionally, the gymnastics team earned a third-place finish at sectionals and will advance to regionals, reflecting the team's hard work and continued success.

Some upcoming events across Elkhart Schools include:

- March 11: North Side Bands & Orchestras ISSMA Preview Concert
- March 13-15: EHS Shrek Musical
- March 16: Winter Athletic Awards
- March 18: Freshman Division Choirs ISSMA Preview Concert

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

By unanimous action, the Board approved the following consent items:	Consent Items
Minutes – February 24, 2026 – Public Work Session Minutes – February 24, 2026 – Regular Board Meeting	Minutes
Payment of claims totaling \$8,509,831.74 as shown on the March 10, 2026, claims listing. (Codified File 2526-134)	Payment of Claims
Proposed school fundraisers in accordance with Board policy. (Codified File 2526-135)	Fundraisers
ECS received the following donation: \$1,600 from Elkhart Education Foundation (EEF) to ECS to be used by social workers in support of the students they serve; \$500 from Edward Jones	Gift Acceptances

to EHS Theatre Extra-curricular to be used to purchase supplies, costumes, set supplies, snacks and decorations for the fall play and spring musical; \$1,000 from Get Wet For A Vet, Inc. to EHS AFJROTC program to be used to purchase supplies, snacks, and Military Ball, competition registrations and equipment for the cadets; donation of two (2) Challenger 10k 2 post lifts, with an owner estimated value of \$16,000 from Monteith's Best-One to be used for training purposes by the Automotive Technology classes; and \$975 from Elkhart Athletic Club to EHS Boys Track team to be used towards the purchase of training equipment for the program.

Confirmed submission of the following grants: Carl D. Perkins Career and Technical Education Grant hosted by Indiana Commission for High Education in the amount of \$815,539 to be used for large equipment purchases, staffing, professional development, and career exploration activities, and Indiana Connectedness Project hosted by Johns Hopkins University in the amount of \$3,000 to be used to focus on a cohort of sophomores and juniors to be ambassadors for new students entering EHS to develop a sense of belonging for those students. (Codified File 2526-136)

Grants

By unanimous action, the Board approved the personnel report as presented.

Personnel Report

Resignation of the following one (1) certified staff effective on date indicated:

Certified Resignations

Brooke Stevens – Social Worker at Beardsley, 5/29/26

Retirement of the following one (1) certified administrator effective on June 16, 2027:

Certified Administrators Retirement

Meredith Warnock – Supervisor of Early Childhood at HELC

Retirement of the following eleven (11) certified staff effective on the date indicated:

Certified Retirements

Susan Abel-Keller – Grade 1 at Bristol, 5/29/26 with 22 Years of Service

Lynda Atkinson – Kindergarten at Bristol, 5/29/26 with 33 Years of Service

Jennifer Doolin – Grade 3 at Beardsley, 5/29/26 with 29 Years of Service

Julie Gunn – Grade 1 at Osolo, 5/29/26 with 23 Years of Service

Jill Halloran-Barnes – Mathematics at Elkhart High ETI, 5/29/26 with 25 Years of Service

Jeffery Hatfield – Music at North Side, 5/29/26 with 30 Years of Service

Tracy Kelm – Grade 4 at Daly, 5/29/26 with 35 Years of Service

Donna Misura – Grade 3 at Beardsley, 5/29/26 with 41 Years of Service
Jo Ann Paulson – Grade 4 at Beardsley, 5/29/26 with 37 Years of Service
Jody Smith – Art at Osolo, 5/29/26 with 21 Years of Service
Karin Wirick – Grade 1 at Woodland, 5/29/26 with 14 Years of Service

Transfer of the following five (5) classified employees effective on date indicated: Classified Transfers

- Angela Jones – Custodian at Woodland to Custodian at Freshman Division
- Jason Pressler – Night Custodial Supervisor at North Side to Head Custodian at North Side
- Beverly Robinson – Head Custodian at Woodland to Head Custodian at Daly
- Sondra Rodgers – Custodian at Bristol to Custodian at Elkhart High
- Vantha Seth – Custodian at Beck to Custodian at Freshman Division

Employment of the following two (2) substitute teachers effective with the 2025-26 school year: Substitute Teachers

- Lilly Grove – Substitute Teacher
- Jeanette Maya – Substitute Teacher

Employment of the following one (1) Claims employee in the 2025-26 school year: Claims

- Karen Allen – Claim Driver at Transportation

Employment of the following six (6) Coach in the 2025-26 school year: Coaches

- Shartay Bates – Head Girls Soccer Coach at Osolo
- Laramie Keim – Assistant Girls Tennis Coach at Elkhart High
- Amber Lundgren – Head Girls Soccer Coach at Pinewood
- Sean Olmstead – Assistant Girls Tennis Coach at Elkhart High
- Kristin Powell – Head Girls Basketball Coach 6th Grade at Middle Schools
- Cayla Shekell-Polston – Head Girls Soccer Coach at Beardsley

Employment of the following one (1) Coach in the 2026-27 school year:

- Grace Beck – Head Girls Soccer Coach at Elkhart High

Resignation of the following eight (8) classified employees effective on date indicated:	Classified Resignations
Karen Allen – Bus Driver at Transportation, 3/5/26 Shamara Allen – Claim Driver at Transportation, 2/25/26 Carlene Duncan – Occupational Therapist at Pinewood, 5/29/26 Costas Hatzipavlidis – Head Girls Wrestling Coach at Elkhart High, 2/21/26 Daigien Morgan – Assistant Football Coach at Elkhart High, 3/2/26 Derria Pratcher – Bus Driver at Transportation, 2/27/26 Cody Smith – Head Custodian at Monger, 3/6/26 Tracy Wilmore – Food Service at West Side, 2/27/26	
Termination of the following three (3) classified employees effective on date indicated:	Classified Terminations
Tanisha Anderson – Bus Driver at Transportation, 3/10/26 in accordance with Policy 3139.01S Matthieu Miller – Custodian at Monger, 3/10/26 in accordance with Policy 3139.01S Kristian Sanchez – Paraprofessional at Monger, 3/10/26 in accordance with Policy 3139.01S	
Revision of the following one (1) classified job description: ENL Translator/Interpreter-Parent Liaison	Classified Job Description
The Administration presented Professional Benefit Administrators, Inc. for initial consideration.	Contracts for Initial Consideration
The administration presented proposed revisions to Board Policy 2340 – Field and Other Corporation Sponsored Trips for initial consideration.	Board Policy 2340
Dr. Huff provided brief closing remarks, noting the potential for inclement weather, and assuring that any school-related updates would be communicated promptly. He encouraged safe travel and shared that a human resources and transportation update will be presented at the next Board meeting. Dr. Huff also expressed appreciation to all presenters for their reports.	From the Superintendent
Board Member Doug Weaver commented on the recent sectional game, commending EHS’s team for their perseverance and effort. He noted the team’s ability to overcome an early deficit and remain competitive throughout the game, ultimately falling short by a narrow margin. Mr. Weaver also recognized the coach, players, cheerleaders, and students for their sportsmanship and representation of the school and expressed optimism for the team’s future.	From the Board
The meeting adjourned at approximately 7:10 p.m.	Adjournment

APPROVED:

Signatures

Troy E. Scott, President

Kellie L. Mullins, Vice President

Mike Burnett, Secretary

Dacey S. Davis, Member

Eric Ivory, Member

Anne M. VonDerVellen, Member

Douglas K. Weaver, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

March 24, 2026

J.C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana 46514 – at 6:01 p.m.			Place/Time
Board Members Present:	Troy E. Scott Kellie L. Mullins	Dacey S. Davis Eric Ivory Anne M. VonDerVellen Douglas K. Weaver	Roll Call
Absent:	Mike Burnett		
Board President Troy Scott called the regular meeting of the Board of School Trustees to order.			Call to Order
Board Member Doug Weaver recited the Elkhart Promise.			The Elkhart Promise
Three (3) audience members addressed the Board during public comment. Two (2) speakers commented regarding a Board policy, and one (1) speaker regarding school finance.			Public Comment
Nico Bahbah and Graciela Gonzalez presented the Elkhart High School (EHS) Moment of Pride. They highlighted a variety of recent student accomplishments and activities, including a panel discussion with the Chamber of Commerce in which juniors and seniors shared what they value about Elkhart, and what makes the community a place they would want to return to after completing their postsecondary plans.			Moment of Pride
They reported that EHS student-athletes began visiting elementary schools to read with students as part of the March Madness Book Bracket initiative, helping build relationships with younger students across the district.			
The students also shared that 90 EHS students participated in the ISSMA State competition, with 18 earning Gold with Distinction honors. In addition, the drill team competed in Michigan and earned a third-place finish in the JV Unarmed Division, marking the team’s first medal in that category.			
They noted that 695 juniors participated in the official SAT testing day on March 4, and reported on additional accomplishments including the			

robotics team finishing as runner-up at a competition in Mishawaka, the student government-sponsored blood drive collecting 65 units of blood, and successful performances of *"Shrek the Musical."*

Nico and Graciela further highlighted student success at the Indiana State Leadership Conference, where Elkhart students earned several top-10 finishes, including a first-place finish in International Business Management. They also recognized the accomplishments celebrated at the Winter Sports Banquet and noted EHS student Collin Khomphengchan advanced as a finalist for the Gates Scholarship, one of only 1,500 finalists selected nationwide from more than 100,000 applicants.

Upcoming events highlighted included the Military Ball, ISSMA Band Festival, Coffee House talent show, a student exchange visit with students from Japan, and a financial literacy grant program through which 25 seniors will each receive \$1,000.

Superintendent Dr. Larry Huff commended Nico and Graciela for their presentation, noting that they represented EHS exceptionally well and demonstrated confidence and professionalism. Mr. Scott also praised the students, complimenting the quality of their presentation.

Principal April Oppenheim presented an overview of the EHS Arts and Communication (A&C) School of Study. She explained the school serves 422 students and is supported by a team of 36 teachers, 3 counselors, and 5 support staff members. Mrs. Oppenheim noted many of the music teachers serve students across the Freshman Division, the 10-12 campus, and the middle schools.

Elkhart High
School – Arts &
Communication
School of Study
Report

Mrs. Oppenheim emphasized A&C School of Study helps students become connected to school, which in turn supports both attendance and academic success including a wide variety of opportunities in journalism, music, visual arts, theater, and speech.

In journalism, 23 students participated in yearbook and newspaper classes. Music enrollment totaled more than 1,000 students between the first and second semesters, with students participating in marching band, concert band, wind ensemble, jazz band, pep band, choir, orchestra, and piano. Mrs. Oppenheim highlighted that the school offers opportunities for students at all levels and interests.

She also reported more than 1,500 students participated in art classes this year, including ceramics, drawing, painting, photography, sculpture, digital design, visual communication, and jewelry. Theater students participated in productions of *"Twelfth Night"* and *"Shrek,"* and the speech team included a state qualifier.

Mrs. Oppenheim noted the A&C School of Study continues to show strong attendance and academic performance. The program's overall

attendance rate is 90.31%, with 178 students maintaining attendance rates of 95% or higher and 39 students achieving perfect attendance during the second semester. She also reported 192 students, or 47% of the program, currently have a grade point average of 3.0 or higher.

Regarding graduation and postsecondary readiness, Mrs. Oppenheim stated 97% of seniors are currently on track to graduate. Students have earned more than \$1 million in scholarships to date, and 21 students are participating in the 21st Century Scholars program. She noted students have already been accepted to colleges and universities both within Indiana and across the country.

Mrs. Oppenheim also described the school's efforts to recognize student success through monthly celebrations for attendance, academics, improvement, and positive behavior. She highlighted the Civic Arts pathway, noting many students are using their music and fine arts experiences to complete pathway requirements and prepare for future opportunities in the arts.

Finally, she previewed upcoming ISSMA organizational contests and explained Elkhart's top-performing music groups will compete at the state-qualifying level later this spring. Mrs. Oppenheim concluded by emphasizing the importance of teamwork among staff, students, and families in supporting student success.

Dr. Huff thanked Ms. Oppenheim for her presentation and commended the work taking place within A&C School of Study. He noted the many positive opportunities available to students and expressed appreciation for Mrs. Oppenheim's leadership.

Mary Daly Elementary School (Daly) Principal Shirley Elliott presented the Mary Daly Elementary School Report. Mrs. Elliott shared that this is her second year as principal and expressed appreciation for Assistant Principal Laura Christophel, whose support has strengthened the school's leadership team.

Mary Daly
Elementary
School Report

Mrs. Elliott reflected on her history with Daly, where she taught for 18 years before returning as principal. She noted that while the school had previously been among the district's highest-performing schools, student achievement had declined in recent years. She stated that the staff is committed to improving outcomes and moving the school forward.

Mrs. Elliott reviewed the school's academic goals, including increasing English/language arts proficiency to 17 percent and math proficiency to 15 percent. She shared that although data from 2019 through 2024 showed a steady decline, the school experienced growth last year and is seeing additional projected growth this year. She credited the improvement to the hard work of students and staff.

To support academic achievement, Mrs. Elliott highlighted the school's focus on explicit instruction strategies based on the work of Anita Archer and the consistent implementation of the University of Florida Literacy Institute (UFLI) reading intervention. She recognized Daly's Literacy Cadre Coach and Interventionist for training every adult in the building to use the intervention program so that all students receive consistent support.

Mrs. Elliott reported the school's goal is to increase IREAD proficiency to 80 percent. She noted proficiency increased by 14.6 percent last year to 61.4 percent and that staff have already identified students who are close to passing and are providing targeted interventions before the May retest. She also stated that having a fully certified third-grade teaching team has made a significant difference in student achievement.

Mrs. Elliott discussed attendance and noted Daly experienced a decline during eLearning days. To improve attendance, they implemented recognition programs for students with 95 percent attendance or higher and created attendance competitions, including an Olympic Challenge in February and a March Madness Challenge.

Mrs. Elliott highlighted several student accomplishments, including the fifth- and sixth-grade chess team earning second place, the football team finishing as city runner-up, and the Spell Bowl team placing fourth, the highest finish in school history.

Mrs. Elliott described Daly's efforts as a Full-Service Community School and the school's expanded use of its grant funding to provide numerous after-school clubs and enrichment opportunities. Clubs include broadcasting, crochet, science, LEGO, Spanish, reading, piano, music, student ambassadors, art, and run club.

Mrs. Elliott also recognized staff members for identifying student needs and creating solutions. Librarian Mr. Gietzen implemented a reading challenge in which students read 2,237 books, with students who read at least 25 books earning an ice cream party. Speech-Language Pathologist, Assistant Casey Saupe, organized a book drive so every student received a new or gently used book before winter break.

Mrs. Elliott shared that Daly has worked to become more welcoming to families and the community by expanding events and opportunities for involvement. New initiatives include Family Literacy Night, Hispanic Heritage Night, VIP Day, a Veterans Day luncheon, All Pro Dads, an All-Moms event, and expanded PTO participation.

Mrs. Elliott also highlighted the Daly's community partnerships with West Side Middle School's National Junior Honor Society, EHS student groups, cadet teachers, Elkhart Area Career Center (EACC) interns, and Purdue Extension 4-H.

Mrs. Elliott invited the Board and community to upcoming events, including Fine Arts Night, the Student of the Month Banquet, and the 18th Annual Daly Dash on May 2.

Dr. Huff thanked Mrs. Elliott for her presentation and commended her leadership and dedication to Daly. He praised the school's 14.6 percent increase in IREAD proficiency, noting that it was approximately three times the state average. Dr. Huff also recognized the school staff for creating a positive environment and making the school a fun and welcoming place for students.

Board Member Eric Ivory commented that he admired the enthusiasm of the students and staff and congratulated the school on its successful reading challenge.

Board Vice President Kellie Mullins commended Mrs. Elliott and the staff for achieving complete buy-in and creating a school culture where staff members consistently go above and beyond for students.

Wendy Wood, Director of Communication, shared some of the wonderful things happening in Elkhart Community Schools (ECS) during the Excellence of Elkhart, highlighting Academics, Arts, and Athletics.

Excellence of
Elkhart

In the area of Academics, Autumn Holloway earned third place in Agricultural Business Management at the Future Farmers of America (FFA) District 2 Leadership Convention. This competitive academic event required students to analyze agricultural business scenarios and apply financial, economic, and risk management principles to real-world situations, demonstrating strong critical thinking and problem-solving skills.

The ElkLogics Robotics Team placed second at the Penn Robotics Competition. This achievement demonstrates how our students are building strong skills beyond the classroom, including teamwork, problem-solving, and applying what they have learned in real-world situations.

In the area of Arts, EHS's production of "*Shrek the Musical*" was a great success. The students delivered an outstanding performance, and it was wonderful to see their hard work, talent, and collaboration come together on stage.

Advanced Digital Design students at EHS recently partnered with second graders at Cleveland Elementary School to bring "imaginary friends" to life. The high school students transformed the second graders' creative ideas into digital artwork. The completed designs are now being returned to the students along with encouraging notes from their high school partners.

In the area of Athletics, junior Madi Collins cleared 10 feet, 6 inches in the pole vault, breaking the 22-year-old school record of 10 feet, 3 inches that was set in 2004. Madi now holds the all-time pole vault record in the histories of Elkhart Memorial High School, Elkhart Central High School, and EHS.

Some upcoming events across Elkhart Schools include:

- March 26: EHS Choirs Coffee House
- March 28: Annual Military Ball
- March 31: Pierre Moran Cookies and Canvas
- April 16: Kindergarten Kick-Off

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

Dr. Huff provided the Board with an update on the district's Human Resources and Transportation audit in response to recent personnel matters that raised concerns regarding background check and reference check procedures. He stated the district began a comprehensive review in February and examined personnel files spanning the past ten years, including both certified and support staff positions. He explained the review included direct interviews and an analysis of district practices against Indiana legal requirements and professional standards.

Human Resources
& Transportation
Audit Update

Dr. Huff reported the district's background check procedures exceed Indiana law. He explained, while Indiana law permits school corporations to complete criminal background checks within 30 days of employment and child protection index checks within 60 days, ECS requires all background checks to be completed before an employee's first day of work. He stated the review found no criminal history or child protection findings in the files reviewed, including those involving recent personnel matters, that would have identified or predicted the employee misconduct in question. Dr. Huff emphasized background checks only identify documented prior conduct and do not predict future behavior.

Dr. Huff stated the audit identified inconsistencies in the district's reference check procedures and hiring practices between 2020 and 2024. He noted that the district found inconsistencies in how references were collected and verified, and stated the district is implementing a corrective action plan to strengthen those practices.

Attorney Gregg Hixenbaugh reviewed the legal requirements related to background checks and reference checks. Mr. Hixenbaugh explained Indiana law requires school corporations to conduct expanded criminal history and child protection index checks for employees who have direct ongoing contact with children. He stated that ECS exceeds this requirement by requiring all employees to successfully complete the

required background checks prior to employment.

Mr. Hixenbaugh reported his review found no significant deficiencies in the district's background check process and the district's practices comply with Indiana law. He recommended Board Policy 3121 ACS be revised to explicitly require all required background checks be completed prior to an employee's first day of work.

Mr. Hixenbaugh stated while Indiana no longer requires pre-employment reference checks by statute, district policy continues to require them. He explained the review identified several concerns related to reference checks, including applicants listing only colleagues rather than supervisors, applicants not listing references from prior school employers, and some applicants providing fewer than the required three references.

Mr. Hixenbaugh recommended the district revise applicable employment policies to require completion of pre-employment reference checks before an applicant is eligible for hire. He further recommended all applicants be required to provide contact information for supervisors from prior employment, the district place a high priority on reviewing prior educational employment when applicable, and the district require all reference checks to include whether the applicant is eligible for rehire. He also recommended authorizing Human Resources to place a hold on the hiring process until all required background checks, reference checks, and hiring steps are completed. In addition, he recommended the district review and revise the Frontline digital application system to ensure it aligns with district expectations and provide training to all administrators and staff involved in the hiring process.

Mr. Hixenbaugh indicated Frontline has the capability to be modified to support the district's desired changes.

Director of Human Resources Maggie Lozano reviewed the district's corrective action plan. Ms. Lozano stated the district will standardize the reference check form within Frontline and require its use for all hiring recommendations. She explained the district will improve the quality of reference questions to better assess candidates' employment history, strengths, performance, and any areas of concern.

Ms. Lozano stated future employment applications will require a minimum of three references, including at least two from the candidate's current or most recent employer. She reported Human Resources will conduct regular file audits to ensure compliance and consistency.

Ms. Lozano also explained, while hiring managers will continue to lead the hiring process, Human Resources will provide an additional level of oversight by verifying references, reviewing employment gaps,

confirming employment history, and ensuring all required references are obtained before a hiring recommendation proceeds.

Ms. Lozano stated the district will implement internal audits and provide corrective guidance to any hiring manager whose hiring practices do not meet district standards. She emphasized these changes are intended to strengthen accountability, consistency, and community trust.

Mr. Scott thanked Dr. Huff, Ms. Lozano, Mr. Hixenbaugh, and district staff for conducting the audit and providing a transparent review of the district's practices. He commended the district for identifying both strengths and areas needing improvement and expressed support for the corrective action plan.

Mr. Ivory also thanked district staff for completing the audit and stated the process provided valuable information to help strengthen the district's hiring practices and ensure student safety.

By unanimous action, the Board approved the following consent items:	Consent Items
Minutes – March 10, 2026 – Regular Board Meeting	Minutes
Payment of claims totaling \$7,076,961.10 as shown on the March 24, 2026, claims listing. (Codified File 2526-137)	Payment of Claims
Proposed school fundraisers in accordance with Board policy. (Codified File 2526-138)	Fundraisers
Extra-curricular purchase request: Pierre Moran, North Side, and West Side Athletic Extra-curricular account to pay for the required football helmet reconditioning/certification from Certor Sports, Inc. for a total of \$2,501.25 split three (3) ways between the middle schools.	Extra-Curricular Purchases
ECS received the following donation: \$1,900 from the Special Olympics Indiana to the EHS Unified Cornhole Team to be used for equipment, t-shirts, and snacks for participants; \$1,000 from Goshen College to EHS Softball team to be used for facility improvements; \$500 from Pinnacle Roofing & Construction LLC to EHS Softball team to be used towards training equipment and batting cage improvements for the program; \$1,000 from Kids Sports Live to the EHS Softball team to be used towards training equipment and batting cage improvements for the program; \$500 from Darrell and Jennifer Higgins to the EHS Girls Basketball team to be used towards summer competition/tournament costs for the program; \$10,000 from an anonymous donor to the EHS Softball team to be used towards training equipment and facility/batting cage improvements for the program; \$2,050 from Haley Stouder to EHS Girls Tennis team to be used towards travel gear for the	Gift Acceptances

program; \$500 from Sid Shafer II to EHS Future Business Leaders of America (FBLA) club to be used for conference registrations, awards, travel snacks, and other costs associated with competitions and learning activities; \$1,000 from Brolyn Auction to EHS Softball team to be used towards training equipment and batting cage improvements for the program; and \$500 from Osolo Emergency Medical Services, Inc. to the EHS Softball team to be used towards training equipment for the program.

<p>Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the March 24, 2026, listing. (Codified File 2526-139)</p>	<p>Conference Leave Requests</p>
<p>Confirmation of the following Overnight Trip Requests: EACC to participate in the SkillsUSA State Conference in Indianapolis, Indiana on April 10 – 11, 2026.</p>	<p>Overnight Trip Requests</p>
<p>Confirmed submission of the following grants: Indiana Digital Literacy Grant hosted by Indiana Department of Education, totaling \$37,500, to be used to help fund the IXL renewal for the 2026-2027 school year, which will help supplement instruction and practice for both Math and ELA; Mock Interviews hosted by Community Foundation of Elkhart County, totaling \$1,250, to be used to feed participating business partners on mock interview days; and for confirmation only, Welding Workforce Grant, hosted by American Welding Society, totaling \$37,000, to be used to purchase a virtual welding unit that can be used for career exploration and training. (Codified File 2526-140)</p>	<p>Grants</p>
<p>By unanimous action, the Board approved the Professional Benefit Administrators, Inc contract as presented during the March 10, 2026, Board meeting. (Codified File 2526-141)</p>	<p>Contracts for Final Consideration</p>
<p>By unanimous action, the board approved proposed revisions to Board Policy 2340 – Field and Other Corporation Sponsored Trips, as presented during the March 10, 2026, meeting.</p>	<p>Board Policy 2340</p>
	<p>Personnel Report</p>
<p>Approval of one (1) certified consent agreement regarding unpaid time. (Codified File 2526-142)</p>	<p>Certified Agreement</p>
<p>Approval of the following two (2) certified administrator reassignment for the 2026-2027 school year: Carlucia Gadson – Assistant Principal at Elkhart Academy to Assistant Principal at Alternative Schools Krista Hennings – Principal at School Without Walls to Principal at Alternative Schools (9-12)</p>	<p>Certified Administrator Reassignment</p>

Approval of the following one (1) certified staff effective on date indicated: Cyle Weldy – Grade 4 at Pinewood, 3/23/26 with 32 Years of Service	Certified Retirement
Resignation of the following three (3) certified staff effective on date indicated: Jessica Kain – Social Worker at West Side, 4/14/26 Garrett Lewis – Grade 5 at Daly, 2/24/26 Cortney Moreno – Kindergarten at Osolo, 6/10/26	Certified Resignation
Approval of the following one (1) job description: Virtual School Principal (6-12)	Certified Job Description
Transfer the following two (2) classified employees effective in the 2025 – 2026 school year: Brian Guy – Head Custodian at Beck to Head Custodian at Monger Desiree Wright – Dispatcher at Transportation to Bus Driver at Transportation	Classified Transfers
Employment of the following two (2) substitute teachers effective with the 2025-26 school year: Samuel Pluta – Substitute Teacher Elijah Valderrama – Substitute Teacher	Substitute Teachers
Employment of the following two (2) claims employee in the 2025-26 school year: Wendy Freeland – Substitute Nurse Katheline Goodrich – Substitute Nurse	Claims
Employment of the following ten (10) Coaches in the 2025-26 school year: Carlos Harris – Assistant Boys Soccer Coach at Beardsley Amanda Irons – Head Girls Soccer Coach at Roosevelt Todd Johnson II – Head Girls Soccer Coach at Beck Todd Johnson II – Head Boys Soccer Coach at Beck Amy Knoll – Assistant Girls Soccer Coach at Riverview Dakota Krieg – Head Tennis Coach at West Side Joseph McCraner – Head Girls Soccer Coach at North Side Katherine McCraner – Assistant Boys Soccer Coach at North Side Ashley Schuman – Head Girls Soccer Coach at Bristol Cayla Shekell-Polston – Head Boys Soccer Coach at Beardsley	Coaches

Resignation of the following ten (10) classified employees effective on date indicated:	Classified Resignations
<p>Sarah Bachtel – Paraprofessional at West Side, 5/29/26 Yessenia Cisneros – Building Translator/Parent Liaison at Woodland, 4/3/26 Deanna Foster – Assistant 7th Grade Girls Volleyball Coach at West Side, 3/13/26 Karina Flores – Assistant Boys Soccer Coach at Woodland, 3/12/26 Rosa Jaramillo – Paraprofessional at Beardsley, 3/25/26 Kyla Kirkendoll – Campus Security at Elkhart Academy, 3/20/26 Marcia McFadden – Technical Assistant at Osolo, 5/29/26 Clara Twyman – Paraprofessional at Woodland, 4/2/26 Clara Twyman – Math Bowl Coach at Woodland, 4/17/26 Yvette Wolter – Assistant Girls Track Coach at Pierre Moran, 3/11/26</p>	
Termination of the following four (4) classified employees effective on date indicated:	Classified Terminations
<p>Lori Long – Assistant Supervisor of Transportation at Transportation in accordance with Policy 3139.01S Diane Niezgodski – Substitute Teacher at ESC, 3/24/26 in accordance with Policy 3210CS Beth Porter – Paraprofessional at PACE, 3/24/26 in accordance with Policy 3139.01S Tyrius Smith – Director of Transportation at Transportation, 3/24/26 in accordance with Policy 3139.01S</p>	
Unpaid leave request for the following one (1) classified employees effective on dates indicated:	Classified Leaves
<p>Gayle Sotelo-Martin – Bus Driver at Transportation, beginning 2/5/26 and ending 5/29/26</p>	
Death of the following one (1) classified employee on the date indicated:	Classified Death
<p>Beverly Richardson – Bus Helper at Transportation, 3/9/26 with 4 Years of Service</p>	
The administration presented the following contracts for initial consideration: IACE Travel; MAZI Educational Consulting, LLC; ONB Benefits Administration, LLC dba J.W.F. Specialty Company; and Boys & Girls Club of Elkhart County.	Contracts for Initial Consideration
<p>By unanimous action, the Board confirmed the authorization of the First Student, Inc. contract. (Codified File 2526-143) The administration presented proposed revisions to Board Policy 3213.04ACS – Student Staff Relationships for initial consideration. In response to Board inquiry, District Counsel/Chief of Staff Doug Thorne</p>	First Student, Inc. Contract Board Policy 3213.01ACS

noted that much of the language in the policy had previously been included in the district's Professional Boundaries policy and is now being incorporated into this policy. He further stated, having heard the suggestions made during public comment, the administration would review those recommendations.

The administration proposed rescinding Administrative Regulation JEA-1 – Kindergarten Early Entrance Requirements and replacing it with proposed Administrative Guideline 5112.01 – Kindergarten Early Entrance Requirements, which incorporates the Indiana Department of Education's recommendations regarding kindergarten readiness. The item was presented for initial review, and the administration requested that the second review be waived. There were no further questions, and the Board agreed to waive a second review.

Administrative
Guideline
5112.01

The administration presented a proposal for a Virtual School serving students in grades 6 through 12 and requested Board approval to submit an application to the Indiana Department of Education for an additional school number to establish a virtual school program beginning with the 2026–2027 school year.

Virtual School for
Grades 6-12
Proposal

In response to Board inquiry, Director of Secondary Schools Cary Anderson explained, over the past several years, ECS has lost hundreds of students to online school options throughout Indiana and across the country. He stated the district wants to keep students in Elkhart by providing an equitable virtual option and believes it already has the staff and programming in place to establish a virtual school which would offer students opportunities they currently seek elsewhere.

Mr. Anderson noted several surrounding school corporations, including Goshen, Mishawaka, Fort Wayne, and South Bend, already offer virtual school options. He further explained that many students throughout Indiana, including students from Elkhart, attend the online program offered by Beech Grove because it was one of the first districts in the state to establish a virtual school. He believes more school corporations will move in this direction in the future and emphasized the district's goal is to keep Elkhart students in the district, while also encouraging students who have left to return so the district can better support them and provide the educational experiences they deserve.

By unanimous action, the Board approved the submission of an application to the Indiana Department of Education (IDOE) for an additional school number establishing a Virtual School Program beginning with the 2026 – 2027 school year. (Codified File 2526-144)

The administration presented a Common School Fund loan application and requested Board approval to submit the application to the IDOE for a low-interest loan to complete technology projects.

Common School
Fund Loan

Mr. Weaver asked how the district might balance the possible return to more textbook-based instruction with the district's investment in technology so that technology continues to complement instruction without resulting in unnecessary spending.

Mr. Rhoades responded that the district already utilizes many instructional vendors that provide both printed and digital resources; therefore, the district would likely continue its current course with both textbooks and digital materials in the classroom, while technology would continue to play an important role.

By unanimous action, the Board approved the submission of the Common School Fund loan application to the Indiana Department of Education and authorized the administration to proceed with the bulk sale of Apple devices that have reached the end of their lifecycle. (Codified File 2526-145)

By unanimous action, the Board authorized the bulk sale of Apple devices that have reached the end of their lifecycle. (Codified File 2526-146)

Apple Device
Sales

Mr. Scott read the following motion regarding the cancellation of a teaching contract:

Cancellation of
Teaching Contract

On March 14, 2026, Don Shafer was given written notice of the preliminary decision of Dr. Larry Huff to cancel his teaching contract, effective immediately upon the final decision of the School Board. This notice advised the teacher of his right to a conference with the Superintendent should one be requested within five days of receiving the written notice of the Superintendent's preliminary decision. The teacher failed to request a conference. In accordance with IC 20-28-7.5-2(e), if a teacher does not request a conference, the Superintendent's preliminary decision is considered final.

Therefore, the motion was made to cancel the teaching contract of the teacher, effective immediately.

By unanimous action, the Board approved the cancellation of Don Shafer's teaching contract, effective immediately. (Codified File 2526-147)

Chief Financial Officer Ronda Ross presented the monthly financial report. Ms. Ross reported the Education Fund began February with a negative cash balance due in part to January being a three-pay month. She stated the fund received slightly more than \$8 million in revenue during February and incurred just under \$7 million in expenses, ending the month in a net revenue position. Ms. Ross noted salaries and benefits continue to comprise approximately 97 percent of Education Fund expenditures.

Financial
Report

Ms. Ross next reviewed the Operations Fund, noting receipts remain low during the spring months because the fund primarily receives two large property tax distributions in June and December. She stated February expenses totaled approximately \$3 million, with utilities increasing during the winter months. Ms. Ross reported salaries and benefits comprise approximately 57 percent of Operations Fund expenditures and utilities are the next-largest expense category. She further explained the Operations Fund will continue to rely upon transfers from the Education Fund until additional revenue is received in June.

Ms. Ross reviewed the district's consolidated cash balances and stated the district's current balances remain below the preferred range of 10 to 12 percent of annual expenditures. She explained, for calendar year 2026, the district projects approximately \$120 million in revenue and more than \$130 million in expenditures, resulting in an anticipated deficit of more than \$12 million. Ms. Ross stated most of the district's projected year-end cash balance would consist of Rainy Day funds, which the district prefers not to utilize.

Ms. Ross explained projected savings from the district's consolidation efforts are expected to improve the district's cash position beginning in 2026. She reported the district has committed to reducing expenditures by an additional \$6 million during the 2026-2027 school year in order to maintain a positive cash balance and satisfy expectations communicated by the district's bond rating agency. Ms. Ross stated the district currently projects 76 position vacancies for the 2026-2027 school year and noted leaving some of those positions unfilled could help achieve the necessary savings.

Ms. Ross further reported, from August through the end of February, the district saved approximately \$2.5 million in payroll costs compared to the prior year and approximately \$5.3 million overall through various cost-saving initiatives. She highlighted the district's implementation of time clock software, the food service management contract with Chartwells, and the district's consolidation efforts as major contributors to the savings.

Ms. Ross explained the district's recent call with Standard & Poor's (S&P) related to the district's credit rating, which affects the cost of future bond issuances. She stated the district's current rating is A-minus and explained that maintaining a strong rating is important as the district pursues future bond issues to fund improvements to elementary and secondary school facilities. Ms. Ross noted the district must demonstrate to S&P that it will maintain balanced operations and positive cash balances in 2026 and 2027.

Ms. Ross further explained the S&P review process is extensive and includes questions regarding enrollment, district finances, audits, local economic conditions, and the broader Elkhart County economy. She

stated the district recently completed the process and expects to receive its updated rating in the near future.

Mr. Scott thanked Ms. Ross and her staff for their work in preparing for the S&P review and commended the Finance Department for its favorable audit and detailed preparation. He noted the questions from S&P were extensive and stated the district's preparation and presentation reflected the department's professionalism and diligence.

Ms. Ross presented the district's monthly insurance report. She reported the district's insurance plan loss ratio for February 2026 was 54 percent, compared to 85 percent during the same period in the prior year. She explained the lower loss ratio indicates the plan expenses were less than premium revenues for the month and stated the district's insurance plan is currently performing well. Ms. Ross also noted employees now have access to the expanded Anthem provider network.

Insurance
Report

Mr. Scott commented insurance plans often experience more favorable results early in the year before employees meet their deductibles. He also noted the district transitioned from a narrower Anthem network to a broader network, which provides employees with access to more providers. Mr. Scott stated, despite concerns that expanding the network could increase costs, the current 54 percent loss ratio suggests the district made the right decision in expanding the Anthem network. He encouraged employees to continue utilizing preventive care and wellness services.

Dr. Huff began the March 24 consolidation update and reviewed the progress of the district's consolidation process. He explained Phase I focused on community engagement and gathering input from parents, staff, and stakeholders regarding the district's challenges, while Phase II included the Board's review and approval of the criteria and recommendations used to evaluate schools and make consolidation decisions. Dr. Huff stated the Board approved those decisions on February 10 and noted, while school consolidation normally takes two to three years, the district has completed much of the work in approximately five months.

Consolidation
Update

Dr. Huff explained the district is currently in Phase III of the process, which focuses on staffing, student transitions, and preparation of facilities. He stated Assistant Superintendent of Elementary Schools Michele Riise has led the work related to staffing and student transitions, while he has focused on the preparation of district facilities and operational supports. Dr. Huff emphasized the district's commitment to transparency and noted the administration has provided updates to the Board and community every two weeks throughout the process. He also thanked the district's Technology and Communications Departments for developing the consolidation and financial dashboards to keep the community informed.

Director of Student Services & Exceptional Learners Lindsey Brander reported the administration recommends relocating the programs currently housed at Hawthorne Early Learning Center to Roosevelt STEAM Academy beginning with the 2026–2027 school year. Ms. Brander explained Roosevelt offers developmentally appropriate early childhood classrooms and would provide students with the opportunity to be located within an elementary school setting, supporting an easier transition to kindergarten. She stated the program design and services would remain unchanged.

Ms. Brander also reviewed proposed changes to the district’s intense special education programs. She explained the administration recommends adjusting program locations in order to preserve peer groups, maintain relationships, and continue the district’s commitment to inclusive practices. Ms. Brander stated expanding the number of program locations throughout the district would reduce travel time and improve accessibility for students and families.

Assistant Superintendent of Secondary Schools Dr. Amy Rauch reported, beginning in the 2026–2027 school year, the high ability elementary program will shift from the current combined second and third grade and fourth and fifth grade cohort structure to a combined third and fourth grade cohort and a separate fifth grade cohort. She stated the number of teachers would remain unchanged. Dr. Rauch explained the change would allow fifth grade students to continue participating in experiences such as BizTown, middle school visits, and EACC visits while also better aligning the program with grade level standards and assessments. She noted the high ability program will continue to be housed at Roosevelt STEAM Academy and there will be no changes to the middle school and high school high ability programs.

Dr. Rauch also reported the administration recommends relocating all K–12 non-traditional school programs to the current Woodland Elementary School. She explained this would include Pride Academy, Middle School Academy, and Elkhart Academy and would provide a more cohesive continuum of services while improving access to resources and proximity to EHS and the EACC.

Mr. Anderson reported the district is developing a new virtual school serving students in grades 6 through 12, which is scheduled to open during the 2026–2027 school year. Mr. Anderson stated the district has continued to lose students to virtual schools and noted that 494 students chose to attend virtual schools during the 2025–2026 school year, compared to 462 students during the prior year. He explained the virtual school will be located at the current Woodland Elementary School and will utilize the district’s current Edmentum platform. The program will be staffed by a principal, the current School Without Walls registrar/secretary, and the current School Without Walls teachers.

Mr. Anderson also reported the administration recommends relocating the Adult Education program from Hawthorne Early Learning Center to the Freshman Division. He explained the Freshman Division offers secure space specifically designed for the program and is centrally located near public transportation. Mr. Anderson noted the district currently serves 642 adult education students, including 176 daytime students and 466 evening students.

Director of Human Resources Maggie Lozano reported on staffing placements for employees affected by consolidation. Ms. Lozano stated impacted staff members were provided with a list of available positions and an opportunity to indicate their preferences. She reported preference forms were due March 13 and, after reviewing all submissions, more than 90 percent of certified staff members who completed the process were placed in one of their top three choices. Ms. Lozano stated the district is finalizing placements for support staff and expects to communicate those placements by March 27. She further explained the internal transfer window will open May 1 and continue through June 12, after which any remaining positions will be posted externally.

Ms. Brander reminded the Board and families that registration for the 2026–2027 school year is now open. She reported approximately 400 students have already registered, which is slightly ahead of last year’s pace. Ms. Brander stated transfer applications will be available beginning April 13 and a list of schools accepting transfers will be posted at that time. She also reminded families that Kindergarten Kickoff will be held April 16 from 6:00 to 7:00 p.m. at the receiving elementary schools.

Dr. Huff concluded by noting, during the fourth quarter, the district will provide opportunities for staff, students, and families to visit their new schools in advance of the transition. He thanked the district staff, teachers, and community members for their work and support throughout the consolidation process.

Dr. Huff shared that the district’s efforts to strengthen financial oversight and accountability have been recognized at the state level. He announced Supervisor of Accounting, Audits & Investments Jennifer Lee had been named both Regional 2 Business Official of the Year and State Business Official of the Year by the Indiana Association of School Business Officials (IASBO). Dr. Huff praised Mrs. Lee for her dedication, attention to detail, and commitment to strong financial practices, noting this is the second time in the last three years an ECS employee has received the statewide honor.

From the
Superintendent

Dr. Huff also recognized Payroll Manager Tara Browning, who was nominated in two categories by the same organization. Although she did not receive the awards, he noted being nominated twice is a significant accomplishment and reflects the high quality of work being

done by the district's finance team. He commended Chief Financial Officer Ronda Ross and her staff for their leadership and noted the district's recent success in completing two consecutive audits with no findings is evidence of the team's outstanding work.

In addition, Dr. Huff thanked the staff and volunteers who supported the IHSAA semi-state events held at North Side Gym. He shared that other district leaders complimented ECS on the hospitality and organization of the event and expressed appreciation to the athletic department and all those involved for representing the district well.

Board members offered additional comments recognizing recent student performances, community events, and the work of district staff.

From the Board

Mrs. Mullins praised the recent production of "*Shrek*," commending the theater department for an outstanding performance. She specifically recognized the students in the cast and noted the exceptional work of the 20 students performing in the orchestra pit under the direction of Mr. Weirich.

Mr. Weaver commented on the recent semi-state competition held at North Side Gym, describing the facility as one of the premier gymnasiums in Indiana. He complimented the staff, hospitality team, gate workers, and parking attendants for their efforts in making the event a success.

Board Member Dacey Davis thanked Dr. Huff and the district leadership team for their work throughout the consolidation process. She expressed appreciation for the time and effort spent keeping the Board informed and responding to questions and concerns. Mrs. Davis also thanked parents and community members for sharing their perspectives and remaining engaged throughout the process, noting their feedback has been valuable and has helped strengthen the district's decision-making.

The meeting adjourned at approximately 8:22 p.m.

Adjournment

APPROVED:

Signatures

Troy E. Scott, President

Kellie L. Mullins, Vice President

Mike Burnett, Secretary

Dacey S. Davis, Member

Eric Ivory, Member

Anne M. VonDerVellen, Member

Douglas K. Weaver, Member

MINUTES
OF THE SPECIAL MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

March 27, 2026

J.C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana 46514 – at 8:01 a.m.			Place/Time
Board Members Present:	Troy E. Scott Kellie L. Mullins Mike Burnett	Dacey S. Davis Eric Ivory Anne M. VonDerVellen	Roll Call
Via Electronic Communication:	Kellie L Mullins	Douglas K. Weaver	
Absent:	Mike Burnett		
Board President Troy Scott called the regular meeting of the Board of School Trustees to order.			Call to Order
By unanimous action, the Board approved the award of a not-to-exceed contract with Performance Services, Inc. for work at the Elkhart High School Freshman Division as part of a guaranteed energy savings contract. (Codified File 2526-148)			Performance Services, Inc. Contract
The meeting adjourned at approximately 8:03 a.m.			Adjournment

APPROVED:

Signatures

Troy E. Scott, President

Kellie L. Mullins, Vice President

Mike Burnett, Secretary

Dacey S. Davis, Member

Eric Ivory, Member

Anne M. VonDerVellen, Member

Douglas K. Weaver, Member



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: Michele Riise *MR*
From: Ronda Ross, CPA
Chief Financial Officer
Date: April 21, 2026
RE: Extra-Curricular Purchase

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

School/Account	Item	Amount
Elkhart High/Athletics	Scoreboard/Clocks	\$32,805.000
West Side/Athletics	Reconditioned Football Helmets	\$1,836.13



watchfire 





Ph: 713.944.6200
 Fax: 713.944.1290
 spectrumscoreboards.com
 10050 EASTHAVEN BLVD. HOUSTON, TX

DATE	3-27-26
PROJECT	ELKHART HIGH SCHOOL
LOCATION	ELKHART, IN
SALES REP	JD DOWNHOUR
DRAWING NO.	26012002-06-P
DESIGNER	JOSH BARRY

SPECIFICATIONS

- (1) SPECTRUM FOOTBALL SCOREBOARD 11824-P4 W/ LED DIGITS: 24" AND 15"
- (1) DECORATIVE TRUSSWORK

COLORS

 037 SAPPHIRE BLUE	 010 WHITE
 131 GOLD	 012 BLACK

THIS DRAWING IS FOR DEMONSTRATION PURPOSES ONLY

CUSTOMER APPROVAL

I UNDERSTAND THIS CONCEPTUAL ILLUSTRATION IS PROVIDED FOR A PROJECT PREPARED FOR MY ORGANIZATION. IT MAY NOT BE COPIED, REPRODUCED, EXHIBITED, OR SHOWN TO ANYONE OUTSIDE MY ORGANIZATION WITHOUT WRITTEN CONSENT FROM SPECTRUM SCOREBOARDS

AUTHORIZED BY _____ DATE _____

NOTE: COLORS SHOWN ARE FOR DEMONSTRATION PURPOSES ONLY. VARIATIONS IN COLOR OR FINISHES PROJECTS MAY OCCUR.



QUOTE NUMBER: 2600738.5 (Revision 5) DATE: 3/24/2026

SIGN ID: 2142867 WF-AC-1135T

Elkhart High School 9128540

2608 CALIFORNIA RD
ELKHART, IN 46514-1296
5742625600

Shipping Destination

Elkhart HS
1135 Kent St
Elkhart, IN 46514-1741

Job Site

Name: Elkhart HS - Football
Address: 2608 California Rd
City: Elkhart
State: IN Zip: 46514

PRODUCT SPECIFICATIONS

Cabinet Size:	6ft H x 4ft L x 6in D
Cabinet Style:	Pair
Approx. Weight:	760.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	6-8 weeks (Based on signed quote, receipt of deposit, and artwork approval - if applicable)

OPTIONS

LED Digits	C3 - Red & Amber Bold/UltraBold
Scoreboard Controller	Wireless Receiver Only, 2 Scoreboards
Cabinet Color	037 - Blue (Royal)
Trim Color	131 - Gold (Metallic)
Warranty	Standard 5-Year Parts

NOTES

Confirmation of LED color, cabinet and trim color is required prior to signature .

Pair 1135T-P3
(2) MSRCVR

Confirmation of delivery address, delivery contact name/phone number and dock access is required at time of order.

ORDER ACCEPTANCE

QUOTE VALID UNTIL 4/8/2026

System Price: 27" Snap Clock, 14" Game Clock (Pair)

System Price	\$5,930.00 USD
Crating & Shipping <i>To Elkhart, IN via Fixed Digit (One Crate)</i>	Add: 700.00 USD
Estimated Sales Tax:	\$415.10 USD
Grand Total:	\$7,045.10 USD

To order Sign ID 2142867, sign here and return with down payment

Signature: _____ Date: _____

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <https://tos.watchfiresigns.com/ToSSI02.pdf> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

QUOTE NUMBER: 2600738.5 (Revision 5) DATE: 3/24/2026

SIGN ID: 2142863 WF-FB-11824

Elkhart High School 9128540

2608 CALIFORNIA RD
ELKHART, IN 46514-1296
5742625600

Shipping Destination

Elkhart HS
1135 Kent St
Elkhart, IN 46514-1741

Job Site

Name: Elkhart HS - Football
Address: 2608 California Rd
City: Elkhart
State: IN Zip: 46514

PRODUCT SPECIFICATIONS

Cabinet Size:	8ft H x 24ft L x 5in D
Cabinet Style:	Single Face
Approx. Weight:	512.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	6-8 weeks (Based on signed quote, receipt of deposit, and artwork approval - if applicable)

OPTIONS

LED Digits	P4 - Red & White UltraBold
Scoreboard Controller	TouchConnect Wireless Scoring Controller (Single Radio)
Cabinet Color	037 - Blue (Royal)
Trim Color	131 - Gold (Metallic)
Caption Color	010 - White
Warranty	Standard 5-Year Parts

NOTES

11824-P4
TouchConnect
C1

Confirmation of LED color, cabinet and trim color is required prior to signature .

Confirmation of delivery address, delivery contact name/phone number and dock access is required at time of order.

ORDER ACCEPTANCE

QUOTE VALID UNTIL 4/8/2026

System Price: 99:59 Clock, Score, Quarter, Down, To Go, Ball On, TOL Fixed Digits and Possession Indicator

System Price	\$15,612.00 USD	To order Sign ID 2142863, sign here and return with down payment
Crating & Shipping <i>To Elkhart, IN via Fixed Digit (Four Crates)</i>	Add: 1808.00 USD	
Estimated Sales Tax:	\$1,092.84 USD	Signature: _____ Date: _____
Grand Total:	\$18,512.84 USD	

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <https://tos.watchfiresigns.com/ToSSI02.pdf> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.



QUOTE NUMBER: 2600738.5 (Revision 5) DATE: 3/24/2026

SIGN ID: 2142866 SB Accessory

Elkhart High School 9128540

2608 CALIFORNIA RD
ELKHART, IN 46514-1296=
5742625600

Shipping Destination

Elkhart HS
1135 Kent St
Elkhart, IN 46514-1741

Job Site

Name: Elkhart HS - Football
Address: 2608 California Rd
City: Elkhart
State: IN Zip: 46514

OPTIONS

Truss

Arched (Vector Artwork Required)

Letters

Non-illuminated (Vector Artwork Required)

NOTES

TRUSS Sign 36"x24'

ORDER ACCEPTANCE

QUOTE VALID UNTIL 4/8/2026

System Price: Accessory for Fixed Digit Scoreboard

System Price	\$2,880.00 USD
Crating & Shipping <i>To Elkhart, IN via Box Truck Multiple CO</i>	Box Truck Multiple CO USD
Estimated Sales Tax:	\$201.60 USD
Grand Total:	\$3,081.60 USD

To order Sign ID 2142866, sign here and return with down payment

Signature: _____ Date: _____

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <https://tos.watchfiresigns.com/ToSSI02.pdf> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

ESTIMATE

McKean Solutions
2014 Hillcreek Road
Collinsville, IL 62234

mckeansolutions@gmail.com
+1 (317) 605-7870



**MCKEAN
SOLUTIONS**
DESIGN & BUILD

Elkhart High School
Bill to
Greg Dennis

Estimate details

Estimate no.: 1271
Estimate date: 03/25/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Installation	Digital sporting good installation. Removal and disposal of existing football scoreboard and play clocks. Installation of new Watchfire football scoreboard and signage with play clocks. Includes all additional mounting, materials, fasteners, and testing. Estimate assumes electrical is reusable.	1	\$5,875.00	\$5,875.00
					Total	\$5,875.00

Accepted date

Accepted by

COLORS

BRANDING

Color is at the core of team and community pride. Watchfire works with you to create a look that reflects everything that is good about your brand.

CHOOSE YOUR BASE

Mix and match colors to create a dynamic two-tone look or request exact color matching.


CHOOSE YOUR CAPTION COLOR

Choose letters in white or complementary colors for contrast and team pride.

CHOOSE YOUR ACCENT

Add colorful trim to outline your scoreboard for a cohesive, branded look.

49 BEIGE 3M Beige HEX: D6C6A7	39 TAN 3M Tan HEX: A98961	131 GOLD <i>Metallic</i> Vegas 3M Satin Gold PANTONE® 872C HEX: 80704F	139 BROWN 3M Saddle Brown PANTONE® 464C HEX: 8A5D2F	13 RED <i>Tomato</i> 3M Tomato Red PANTONE® 711C HEX: BE1C0D	93 RED 3M Imperial Red HEX: AC1F2D
53 RED <i>Cardinal</i> 3M Cardinal Red PANTONE® 200C HEX: A10019	58 BURGUNDY 3M Burgundy HEX: 69012C	68 MAROON 3M Dark Burgundy HEX: 5E101F	14 ORANGE 3M Bright Orange PMS® ORANGE 021C HEX: E55E00	24 ORANGE <i>Burnt</i> 3M Terra Cotta PANTONE® 7585C HEX: A8521C	15 YELLOW 3M Bright Yellow PANTONE® 116C HEX: F5C700
25 YELLOW Gold 3M Sunflower PANTONE® 7549C HEX: FAB400	145 GOLD 3M Chrome Yellow HEX: EA9804	196 GREEN <i>Apple</i> 3M Apple Green HEX: 569A1C	46 GREEN <i>Kelly</i> 3M Kelly Green PANTONE® 340C HEX: 028D58	186 GREEN <i>Bright</i> 3M Bright Green PANTONE® 7725C HEX: 017743	56 GREEN <i>Dark</i> 3M Dark Green PANTONE® 3425C HEX: 03553D
66 GREEN <i>Forest</i> 3M Forest Green PANTONE® 3305C HEX: 18473E	96 TEAL 3M Teal PANTONE® 7713C HEX: 007A89	77 BLUE <i>Light</i> 3M Peacock Blue HEX: 4CADD3	57 BLUE <i>Olympic</i> Columbia 3M Olympic Blue HEX: 027EBC	47 BLUE <i>Intense</i> 3M Intense Blue HEX: 0459A1	37 BLUE <i>Royal</i> 3M Sapphire Blue HEX: 103275
197 NAVY 3M Light Navy HEX: 0A2748	48 PURPLE 3M Purple HEX: 4D2E51	38 PURPLE <i>Royal</i> 3M Royal Purple HEX: 3F2A70	10 WHITE 3M White HEX: F1F2F1	31 GREY <i>Light</i> 3M Medium Grey PANTONE® 421C HEX: ASA6A2	41 GREY <i>Battleship</i> 3M Dark Grey PMS® Cool Gray 11C HEX: 4F5965
120 SILVER <i>Metallic</i> 3M Satin Aluminum PANTONE® 877C HEX: 8A8C8C	12 BLACK 3M Black PMS® Natural Black C HEX: 111112				

watchfire 	RF-1868	Watchfire Sign Terms of Sale – S&I	REVISION:	2.0	REVISION DATE:	July 2025
	DOCUMENT OWNER:	Finance	PROCESS OWNER:	Finance		

Watchfire Signs, LLC – SIGN TERMS OF SALE


These Sign Terms of Sale (these “Terms of Sale”) are subject to change without notice. All transactions for a System (as defined below) sold or otherwise provided by Watchfire Signs, LLC (“Watchfire”) are subject to the latest published terms and conditions (including, without limitation, these Terms of Sale and Equipment Financing Supplement, if any) which may be contained or incorporated in applicable Watchfire quotations (each, a “Quotation”), including, without limitation, each Digital Billboard Quote issued by Watchfire. Such Quotation from Watchfire to the applicable purchaser (“Buyer”), which Quotation was accepted by Buyer (whether by handwritten or electronic signature on behalf of Buyer, clicking or checking “accept” in digital format, or by other comparable manifestation of acceptance), and the Terms of Sale, Equipment Financing Supplement, Warranty Terms as in effect on the date of the Quotation (the “Warranty Terms”) (a copy of which is available at https://www.watchfiresigns.com/Standard_Warranty_Terms), and all other terms and conditions contained or incorporated therein collectively comprise the “Agreement.” In accepting a Quotation, Buyer acknowledges that it has read, understands, and agrees to the terms and conditions of the Agreement. In the event of any conflict or inconsistency between any document forming part of the Agreement, the following order of priority shall apply: (i) first, any addendum or amendment to the Quotation which is executed by each of Watchfire and Buyer; (ii) second, the Quotation; (iii) third, these Terms of Sale; and (iv) lastly, any other written agreement (including any “click through” agreement provided by Watchfire with respect to the software) executed by each of Watchfire and Buyer. Notwithstanding the foregoing, (1) Watchfire’s End-User License Agreement (“EULA”) shall control Buyer’s use of and Watchfire’s obligations related to any Watchfire software (a copy of which is available at <https://www.watchfiresigns.com/EULA>) and (2) the Warranty Terms shall control with respect to Buyer’s rights and Watchfire’s obligations related to any warranty.

For purposes of clarity, Watchfire rejects any and all modified or additional terms within Buyer’s purchase order or similar documents which are not executed and expressly accepted by Watchfire. A “System” means all products and services sold or otherwise provided by Watchfire to Buyer under the Agreement.

Quotation. A Quotation shall be valid and capable of acceptance and execution by Buyer for no more than fifteen (15) calendar days from its date of issuance by Watchfire, unless otherwise stated in the Quotation, at which point it shall automatically expire and be void. Without limiting the foregoing, any Quotation is subject to change or revocation by Watchfire at any time upon notice to Buyer prior to the later of (i) execution of the Quotation by Buyer or (ii) Buyer’s payment to Watchfire of the deposit contemplated below. Buyer is obligated to review the Quotation carefully and to immediately advise Watchfire of any discrepancies or errors. Changes to the System or any portion thereof after acceptance of a Quotation are valid only when in a writing executed by both Watchfire and Buyer.

Terms of Payment. Upon Buyer’s execution of a Quotation, Buyer shall make a non-refundable minimum deposit of one-half of the System Price reflected in such Quotation. The remainder of the System Price must be paid by Buyer no later than ten (10) Business Days prior to the Shipment Date. The System Price does not include any construction or installation of the System (unless otherwise contemplated by the Quotation and the Scope of Work (as defined below) incorporated therein), which are solely the responsibility of Buyer. An additional charge of \$100.00 shall be immediately due and paid by Buyer if any check, electronic check, or ACH transfer by Buyer is returned by Buyer’s bank as not honored for payment for any reason. In the event of any dishonored payment of Buyer, future checks, electronic checks, or ACH transfers from Buyer may not be accepted as payment for future orders, in Watchfire’s sole discretion. In the event Buyer fails to timely pay Watchfire any amount owing pursuant to the Agreement, Watchfire may, in its sole and absolute discretion, without limiting any other rights: (a) suspend its performance pursuant to the Agreement until all such payment obligations are fulfilled; (b) suspend or caused to be suspended System access, which may not be restored until all such payment obligations are fulfilled; (c) void and terminate the Agreement in the event of Buyer’s failure to pay all or any part of the non-refundable minimum deposit, while retaining any funded portion thereof; (d) charge to Buyer interest on any unpaid amount at the rate equal to the lesser of eighteen percent (18%) per annum or the maximum amount permissible pursuant to applicable law; and (e) recover any amounts owing to Watchfire by Buyer from any amounts paid by Buyer to Watchfire (including any down payment). Each of the foregoing remedies are cumulative and not exclusive of each other. In addition to amounts otherwise owing by Buyer (including any interest assessed by Watchfire pursuant to the Agreement), Buyer also agrees to pay all of Watchfire’s fees and costs of collection including, without limitation, Watchfire’s attorneys’ fees and costs.

Shipment Date; Delivery Date. Within ten (10) Business Days after Watchfire’s receipt of the deposit (such date of receipt of the deposit, the “Deposit Payment Date”), Buyer shall provide Watchfire with written notice of its requested date of shipment of the portions of the System which are tangible personal property, which requested date shall not be earlier than the date which follows the Deposit Payment Date by the Manufacturing Lead Time referenced on the Quotation unless Watchfire agrees to the contrary in writing. Watchfire will promptly respond to Buyer in writing to confirm the date of shipment of the portions of the System which are tangible personal property (such confirmed date of shipment, the “Shipment Date”). The Shipment Date shall have a corresponding date of delivery (the “Delivery Date”), which will be determined using the average transit time to destination determined by Buyer. Buyer must confirm to Watchfire in writing Buyer’s readiness for shipment of the System on the Shipment Date and, accordingly, readiness for delivery of the System on the Delivery Date no later than fifteen (15) Business Days prior to the Shipment Date. If (i) Buyer fails to timely confirm to Watchfire in writing no later than fifteen (15) Business Days prior to the Shipment Date Buyer’s readiness for shipment of the System on the Shipment Date and readiness for delivery of the System on the Delivery Date or (ii) there is a Buyer Delay (as defined below), then in either such event Watchfire reserves the right, without limiting its other rights (including the rights noted under the “Shipping and Delivery Delays” heading below), to suspend its performance pursuant to the Agreement until Buyer provides Watchfire with such written confirmation, and in such case the Agreement shall be subject to corresponding equitable adjustments to time periods and the adjustments to the System

watchfire 	RF-1868 Watchfire Sign Terms of Sale – S&I		REVISION:	2.0	REVISION DATE:	July 2025
	DOCUMENT OWNER:	Finance	PROCESS OWNER:	Finance		

Price contemplated herein. For purposes of clarity, the Shipment Date and the Delivery Date may not be amended to earlier dates without the prior written agreement of each of Watchfire and Buyer, which agreement may be withheld in either party's sole discretion.


Shipping and Delivery Delays. As an increase to the System Price, Buyer agrees to pay Watchfire an additional \$5,000 (the "Delay Payment") in the event Buyer provides Watchfire with written notice during the fifteen (15) Business Day period prior to the Shipment Date of a delay of more than one (1) Business Day in the Shipment Date (or the corresponding Delivery Date) (in any such case, a "Buyer Delay"), unless Buyer demonstrates to Watchfire's reasonable satisfaction that such rescheduling or delay was the result of a Buyer Force Majeure Event (as defined below) (in which case Buyer's obligation to pay the Delay Payment shall be waived). "Buyer Force Majeure Event" means any of the following acts, events or conditions beyond the reasonable control of Buyer which, despite Buyer's reasonable efforts to prevent, avoid, delay, or mitigate such acts, events or conditions, prevents or delays Buyer's performance and/or the Shipment Date: epidemic or pandemic not existing or of severity greater than as existing on the date of Buyer's execution of the Quotation, embargos, quarantines, viruses, strikes, material labor problems, governmental orders, acts of terrorism, parts or material unavailability, transportation failures, accidents, fires, war, natural disaster, and acts of God. The parties intend that the Delay Payment constitutes compensation, and not a penalty. The parties acknowledge and agree that Watchfire's harm caused by a Buyer Delay would be impossible or very difficult to accurately estimate at the time of the Quotation, and the Delay Payment is a reasonable estimate of the anticipated or actual harm that might arise from such a Buyer Delay, including for damages to Watchfire from increased manufacturing, shipping, material storage, and field rescheduling expenses. Buyer's payment of the Delay Payment is Buyer's sole liability and entire obligation and Watchfire's exclusive remedy for a Buyer Delay resulting in a delay in the initial, confirmed Shipment Date or the corresponding Delivery Date, subject to the remaining provisions under this "Shipping and Delivery Delays" heading. Further, if the System is substantially complete and, due to a Buyer Delay, is stored in Watchfire's facility beyond twenty (20) Business Days following the initial, confirmed Shipment Date, then Buyer shall thereafter pay on a monthly basis (and earlier upon the due date for the remainder of the System Price) a storage fee of \$500 per month in which the System is stored in Watchfire's facility. The foregoing storage fee obligation is in addition to the Delay Payment and Watchfire's right to terminate the Agreement upon the failure of the Shipment Date to occur within six (6) months after Buyer's execution of a Quotation.

In the event that, after the Shipment Date and prior to delivery, the Delivery Date (or the time of delivery on the Delivery Date) is delayed due to the request, action, or inaction of Buyer, then Buyer shall pay to Watchfire any costs or expenses incurred by Watchfire with respect to a System to the extent resulting from such delay in the Delivery Date (including, without limitation, delays at port, delays on the jobsite greater than 2 hours, delays at the terminal, etc.). Any such costs and expenses pursuant to the foregoing sentence must be paid by Buyer within five (5) Business Days of invoice by Watchfire to Buyer.

Cancellation. In the event Buyer requests or attempts to cancel or rescind acceptance of the Agreement (including the Quotation) at any time, Watchfire reserves the right to reject any such cancellation or rescission in its sole discretion. If Watchfire approves and accepts such a cancellation or rescission, then it may in its sole discretion, charge Buyer and Buyer shall pay Watchfire: (i) the full cost of all custom equipment and any costs or expenses incurred by or on behalf of Watchfire prior to such cancellation or rescission; and (ii) a cancellation and restocking fee equal to 50% of the System Price with respect to all standard equipment. Buyer expressly acknowledges that such charges are reasonable. Further, Watchfire shall have the right to terminate the Agreement (including the Quotation with respect to Buyer's order for the System) and retain the non-refundable deposit in the event the Shipment Date has not occurred and/or Buyer has failed to pay in full the remaining balance of the System Price and associated expenses within six (6) months after Buyer's execution of a Quotation. In the event of any such termination after title to the System has transferred in accordance with the Agreement, the title to the System shall automatically transfer back to Watchfire.

Taxes. Except with respect to the amounts of taxes set forth in the Quotation, the System Price is exclusive of all federal, state and local taxes including without limitation, sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs or duties ("Tax" or "Taxes") under or in connection with the Agreement, which shall be the sole responsibility of Buyer. Buyer shall immediately pay upon demand the full amount of any such applicable Taxes and shall hold harmless and indemnify Watchfire from the claims of any governmental authority asserting any such Tax is due and payable.

Title; Risk of Loss; Delivery. Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Without limiting the foregoing, Watchfire may estimate but Buyer shall be solely responsible for actual shipping and delivery costs. Shipping and delivery of the System is performed by third parties and Watchfire is not responsible for any delays in shipment that are beyond Watchfire's control. Title to the System (excluding software) and risk of loss of the System shall pass to Buyer upon the later of (x) the initial, confirmed Shipment Date (without giving effect to any Buyer Delay) or (y) Watchfire's completion of the manufacture of the System (excluding software). Buyer shall inspect the System within fourteen (14) calendar days after delivery of the System (the "Inspection Period"). Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of a Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped, in whole or in part, is different than identified in the Quotation; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System, in whole or in part, with a conforming System or (ii) credit or refund the price, in whole or in part, for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

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Watchfire Force Majeure. Watchfire shall not be liable for any damages as a result of any Watchfire Force Majeure Event (as defined below). In the event of any Watchfire Force Majeure Event, the Shipment Date and, accordingly, the Delivery Date shall be extended for a period of time reasonably necessary to cover the effect of such Watchfire Force Majeure Event. Further, in the event of the existence of a Watchfire Force Majeure Event which results in cost increases of the System of ten percent (10%) or more from the date of issuance of such Quotation, the System Price shall be equitably adjusted to reflect such cost increases. "Watchfire Force Majeure Event" means any acts, events, or conditions beyond the reasonable control of Watchfire, including, without limitation, telecommunications failures, technology attacks, instability and unavailability of the Internet, epidemic, pandemic, quarantines, viruses, strikes, material labor problems, embargos, tariffs, governmental orders, acts of terrorism, parts or material unavailability, transportation failures, accidents, fires, war, natural disaster, acts of God, or other acts, events, or conditions causing increase in cost of the System or delay in the ability to manufacture and ship the System.

Intellectual Property. Buyer acknowledges that Watchfire retains ownership of all Watchfire-owned intellectual property and Watchfire retains its other rights of all third party-owned intellectual property in any materials, goods, software and production process which may be developed or delivered under the Agreement. For purposes of clarity, all drawings, designs, and layouts of proposed builds (in any form, including print and digital) are deemed Watchfire-owned intellectual property. Buyer agrees to execute any documentation reasonably requested by Watchfire to memorialize the ownership by Watchfire of all such intellectual property rights. For the avoidance of doubt, in no case shall Buyer obtain any ownership or other rights to any software loaded into the System or otherwise delivered to Buyer beyond what is provided in the EULA or another limited license agreement between Buyer and an applicable third-party with respect to software loaded into the System or otherwise delivered to Buyer pursuant to the Agreement.


Use of System Image. Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer.

Third-Party Software. Operation of the sign equipment included in the System is supported only with Watchfire software and Watchfire qualified versions of approved third-party software. Installing un-supported software on sign controllers could lead to non-operational signs for which no warranty applies. Service charges for troubleshooting and returning to operation will apply.

General Representations and Warranties. Each party represents and covenants that: (a) it has obtained and shall maintain the power and authority to enter into the Agreement, to grant the rights herein granted and to undertake its obligations hereunder, without the further consent of any other person or entity; (b) it is not a party to any written agreement with a third party, the terms of which prohibit or restrict such party from performing its obligations hereunder; and (c) it is not a party to any pending litigation, the resolution of which is reasonably likely to adversely affect the ability of such party to fully perform its obligations hereunder, nor is any such litigation reasonably contemplated.

Limitations. Buyer's exclusive remedy for Watchfire's breach of the Agreement as to any term thereof (including, without limitation, the Warranty Terms), and Watchfire's only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire's sole discretion. WATCHFIRE'S LIABILITY TO BUYER UNDER THE AGREEMENT (INCLUDING THESE TERMS OF SALE AND THE WARRANTY TERMS) OR FOR THE SYSTEM OR SOFTWARE IS LIMITED AS SET FORTH HEREIN AND IN THE EULA, WHETHER SUCH LIABILITY IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY. WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. BUYER MAY NOT BRING ANY ACTION UNDER THE AGREEMENT (INCLUDING IN CONNECTION WITH ANY BREACH OF WARRANTY, WHETHER PURSUANT TO THE WARRANTY TERMS OR OTHERWISE) MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. WITHOUT LIMITING ANY OTHER LIMITATION ON LIABILITY HEREUNDER, IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THE AGREEMENT IN EXCESS OF THE SYSTEM PRICE ACTUALLY PAID TO WATCHFIRE BY BUYER; AND, SUBJECT TO THE FOREGOING PORTION OF THIS SENTENCE, WATCHFIRE'S LIABILITY UNDER ANY WARRANTY PURSUANT TO THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, UNDER THE WARRANTY TERMS), WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE ACTUALLY DELIVERED TO BUYER. BUYER AGREES THAT THESE LIMITATIONS ON LIABILITY AND REMEDIES ARE INDEPENDENT OF THE AGREED REMEDIES UNDER THE AGREEMENT.

Disclaimer. THE WARRANTIES EXPRESSLY WRITTEN IN THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, THESE TERMS OF SALE AND THE WARRANTY TERMS) ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY WATCHFIRE WITH RESPECT TO THE SYSTEM AND THE SOFTWARE AND ARE IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO WATCHFIRE AND WHETHER OR NOT THE SYSTEM OR SOFTWARE IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY WATCHFIRE FOR BUYER'S USE OR PURPOSE, AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, OR OTHERWISE.


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Indemnification for Use of Content. BUYER SHALL AND SHALL CAUSE ITS END USER(S) TO, INDEMNIFY WATCHFIRE AND ITS AFFILIATES FOR, AND HOLD SUCH PERSONS AND ENTITIES HARMLESS FROM AND AGAINST, ANY CLAIM, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING WATCHFIRE'S ATTORNEYS' FEES) WITH RESPECT TO THE USE OF THE SOFTWARE OR SYSTEM, INCLUDING WITH RESPECT TO THE SOFTWARE OR SYSTEM INFRINGING ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY DUE TO CONTENT (INCLUDING IMAGERY) DISPLAYED UTILIZING THE SYSTEM; PROVIDED, HOWEVER, THE FOREGOING INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO A BUYER WHICH IS A FEDERAL, STATE, REGIONAL, MUNICIPAL OR LOCAL GOVERNMENTAL OR ADMINISTRATIVE AUTHORITY (COLLECTIVELY, A "GOVERNMENTAL AUTHORITY") WITH RESPECT TO THE CONDUCT OF THIRD-PARTY END USERS.

Site Preparation. Without limiting other provisions of these Terms of Sale (including under the "Installation Assumptions" heading below), Buyer is responsible for the supply and provision of electrical, data, internet, and required conduit terminated in conformity with applicable laws, codes, regulations, and similar rules and requirements within fifteen (15) feet of the proposed installation. Structural provisions not shown in Watchfire drawings are required to be provided by Buyer. Control room set-up includes unpackaging and connection of Watchfire provided products. Standard Watchfire online product and software training is provided by Watchfire. All other control room hardware, organization, installation of conduit, and layout is required to be provided by Buyer. Buyer is responsible for obtaining product training, service, and support with respect to any hardware or software not branded as "Watchfire" directly from the manufacturer or owner of such hardware, software or other product.

Installation Assumptions. All Work performed under the Agreement shall be subject to the assumptions and scope of work (the "Scope of Work") incorporated into the Quotation or elsewhere in the Agreement. If no Scope of Work is provided, Watchfire will perform as a material supplier and provide reasonable product support and guidance only. For purposes of the Agreement, the "Project Site" shall mean the location of Buyer's products being installed by or on behalf of Watchfire; the "Operations Area" shall mean the portion of the real property to which Watchfire shall have access in connection with the Work, whether more or less than the entirety of the Project Site; and the "Work" shall mean, if any, the installation and all related services to be performed by Watchfire or Watchfire's contractor(s) under the Agreement. Each of the following are excluded from the Work and the quoted price unless specifically reviewed and listed in the Scope of Work and, accordingly, are Buyer's responsibility (each of the following, collectively, "Excluded Scope and Costs"): (i) fabrication, construction, installation, or modification of any structure, adjacent signage, electrical service, overload protection devices, and any apparatus not manufactured and supplied directly by Watchfire; (ii) additional costs and efforts (beyond those reflected in the Scope of Work) to gain access beyond readily available standard personnel lifts and Watchfire's ordinary course hand tools; and (iii) additional or ancillary services or requirements (beyond those reflected in the Scope of Work), including, but not limited to, lane closures, pedestrian protection, Project Site security or safety, permits, prevailing wage requirements, specific labor agreements, design services, stamped and approved engineering drawing costs, inspections, permitting, cranes, off-road material handling, additional labor for groundwork, landscaping, additional mounting, utility removal, tree trimming, utility location and connection, Project Site access costs, licenses or costs associated with requests for payment or software or other submission processes or requirements in connection with project documentation, computer aided design (CAD) files or materials, documentation required pursuant to federal, state, local or other laws, codes, regulations, or similar rules or requirements, disposal fees or services and hazardous waste fees. Additional trim, finish pieces to fit and match facility, or decorative materials are not included in the quoted price or the Scope of Work. Buyer will, at Buyer's cost and expense, provide Watchfire and its contractor(s) with unfettered access to the Project Site for the duration of the performance of the Work by or on behalf of Watchfire, including the period from the commencement of the Work through completion of any punch list items. Such access will include, without limitation, adequate space on and around the Project Site for materials storage, lay-down and staging areas, toilet facilities, and loading and unloading areas. Unless otherwise depicted in the Scope of Work, the Operations Area will be the entirety of the Project Site and access will be during normal working hours (Monday thru Friday 7 a.m. to 5 p.m.). Upon Watchfire's written request to Buyer, Buyer will also provide Watchfire and its contractor(s) with access to the Operations Area after completion of the Work to investigate any alleged defect. No later than commencement of the Work by Watchfire under the Agreement, Buyer will, at Buyer's cost and expense, furnish all easements and other rights of way, which are reasonably necessary for Watchfire to perform such Work and access to the Project Site and Operations Area, including (a) all crane-swing and equipment easements and (b) all easements and approvals necessary for the installation and maintenance of utilities. The time for Watchfire's performance and the System Price in connection with any Work will be increased as applicable to account for any increased costs and delays arising out of Buyer's failure to comply with the foregoing obligations. Buyer represents and warrants to Watchfire that: (a) Buyer is the fee simple owner of, or has the legal right to use or occupy the Project Site and Operation Area; and (b) upon commencement of Work, there will be no encumbrances or restrictions applicable to the Project Site and Operation Area that will prevent or interfere with Watchfire's performance of the Work and Watchfire's use of the Project Site and Operation Area, except those, if any, specifically identified in the Scope of Work. In the event that Watchfire becomes subject to or incurs any Excluded Scope and Costs, without limiting any rights of Watchfire (including, without limitation, to suspend performance until Buyer performs and satisfies, as applicable, such Excluded Scope and Costs), Buyer shall pay to Watchfire any costs or expenses with respect thereto. Nothing herein shall require Watchfire to assume obligations with respect to any Excluded Scope and Costs or changes to the Scope of Work.

Unforeseen Conditions. "Unforeseen Conditions" are: (a) Project Site specific, or latent physical conditions at the Project Site (including, without limitation, conditions of any structure or improvement located at the Project Site onto which the Work is to be performed or any component part thereof is to be located, affixed, attached, or installed) differing or omitted from the Scope of Work, whether or not concealed or undisclosed; (b) conditions which are unusual in nature or differing from those ordinarily encountered and generally recognized as inherent in the Work; (c) differences or changes in the Project Site or Operations Area between the time of Watchfire's issuance of the Quotation (or inspection by Watchfire, if earlier) and commencement of the Work; (d) electrical or electromagnetic issues,

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conditions, or requirements at the Project Site, including, but not limited to, power fluctuations and harmonics and power surges or drops, in each case due to, caused by, resulting from or arising out of other electrical equipment, devices or facilities not a part of the Work, electromagnetic radio or other atmospheric interference or disturbance, Wi-Fi signal loss, hard wired data interference, onsite internet service loss, and/or any other electrical interference, damage or disturbance not caused by Watchfire or anyone for whom Watchfire is legally responsible; and (e) any hazardous substances encountered at the Project Site that were not brought to the Project Site by Watchfire or its contractors. If Watchfire encounters Unforeseen Conditions that affect the Work, Watchfire shall promptly notify Buyer in writing and the time of performance shall be equitably adjusted. If Watchfire incurs costs or expenses as a result of the Unforeseen Conditions, Buyer shall pay to Watchfire, as an increase to the System Price, any costs or expenses resulting from the Unforeseen Conditions. Notwithstanding anything to the contrary contained in the Agreement, BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT WATCHFIRE SHALL NOT BE OBLIGATED TO UNCOVER ANY CONCEALED OR UNDISCLOSED CONDITIONS AT THE PROJECT SITE OR ANY CONDITIONS THAT COULD HAVE BEEN REVEALED OR DISCLOSED BY BUYER HAD BUYER PROVIDED WATCHFIRE WITH COMPLETE AND CURRENT BUILDING PLANS AND SPECIFICATIONS, INVESTIGATIONS AND OTHER REPORTS CONCERNING SUCH PROJECT SITE BUT FAILED, FOR WHATEVER REASON, TO DO SO. FOR ALL PURPOSES HEREIN, "CONCEALED," "UNDISCLOSED" AND WORDS OF SIMILAR IMPORT SHALL MEAN THAT SUCH INFORMATION WAS NOT IDENTIFIED IN THE SCOPE OF WORK. WATCHFIRE IS RELYING SOLELY AND EXCLUSIVELY ON THE DOCUMENTATION, INFORMATION AND OTHER MATERIALS PROVIDED BY BUYER AND INCORPORATED IN THE SCOPE OF WORK REGARDING THE PROJECT SITE AND SHALL HAVE NO DUTY OR OBLIGATION TO DETERMINE THE ACCURACY, COMPLETENESS AND CORRECTNESS OF THE SAME. NO INVESTIGATION OR INSPECTION BY WATCHFIRE IN ADVANCE OF THE ISSUANCE OF THE QUOTATION SHALL IMPACT THE FOREGOING.

Notices. Except as otherwise provided in the Agreement (i.e., with respect to notices to Watchfire's Helpdesk contemplated by the Warranty Terms), all notices and other communications under the Agreement (each, a "Notice") shall be in writing and addressed to the applicable party at the physical or e-mail address set forth on the face of the Quotation or to such other physical or e-mail address that may be designated by the recipient in writing. Except as otherwise provided in the Agreement, a Notice is effective only (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third calendar day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Certain Definitions. For purposes of the Agreement, (i) "Business Day" means, individually, and "Business Days" means, collectively, any calendar day that is not a Saturday, a Sunday, or any other calendar day on which banks are required or authorized by law to be closed in Vermillion County, Illinois; and (ii) the "System Price" shall mean the purchase price reflected in such Quotation (including applicable taxes set forth in the Quotation, crating, transportation, delivery charges, and any other related expenses known to Watchfire at the time of such Quotation), as may be adjusted by Watchfire in accordance with these Terms of Sale.

Assignment. Buyer may not assign the Agreement, or any portion thereof, without the written consent of Watchfire. Watchfire reserves the right to, without consent of Buyer, assign any of its rights and delegate any of its duties under the Agreement to a successor, subsidiary, parent company, or affiliate of Watchfire, or in connection with a merger or sale or all of substantially all of Watchfire's assets relevant to the Agreement. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.


Relationship of Parties. The Agreement is only intended to create an independent contractor relationship and is not intended to create any other relationship such as a partnership, franchise, joint venture, agency or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor nor bind the other party.

Non-Exclusive Agreement. The Agreement does not grant to Buyer an exclusive right or privilege to receive from Watchfire any System or services. Watchfire reserves the right to contract with other parties for the sale and procurement of comparable products, services, or for the sale and performance of any other activities contemplated hereunder.

Export. The System and related technology and software are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Buyer agrees not to export, reexport, or transfer, directly or indirectly, any software or technical data acquired from Watchfire, or any products incorporating such software or data, in violation of the United States export laws or regulations.

Counterparts. The Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The parties agree that they will accept electronic signatures and signatures delivered electronically or by facsimile in lieu of original signatures, and the Agreement will have the same binding and enforceable effect as it would have with original signatures.

Severability; Governing Law; Venue; Arbitration. Should any part of the Agreement be found invalid, the other parts shall remain unaffected and shall be enforceable. The Agreement shall be governed by the laws of the State of Illinois, without regard to choice of law principles; provided, however, in the event Buyer is a Governmental Authority, this Agreement shall be governed by the laws of the State to which the System is to be shipped by Watchfire pursuant to the Agreement. In the event Buyer is not a Governmental Authority, any controversy or claim arising out of or relating to the Agreement, whether sounding in contract or tort, which cannot first be resolved amicably and satisfactorily between the parties, shall be resolved by arbitration in Vermillion County, Illinois administered by the American

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Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. Subject to the arbitration provision above, any litigation arising out of or relating in any way to the Agreement (including, without limitation, these Terms of Sale or the Warranty Terms), whether sounding in contract or tort, shall be exclusively in Vermillion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois; provided, however, in the event Buyer is a Governmental Authority, any litigation arising out of or relating in any way to the Agreement shall be in the state or federal courts located in the State to which the System is to be shipped by Watchfire pursuant to the Agreement. Watchfire shall be entitled to recover all attorneys' fees and costs should it prevail in any litigation, arbitration, or other dispute arising out of or relating in any way to the Agreement (including, without limitation, these Terms of Sale or the Warranty Terms).

Entire Agreement; Amendment. The Agreement is the complete and exclusive statement of the contract between Watchfire and Buyer with respect to the subject matter of the Agreement, and supersedes any prior written or oral agreement regarding the same subject matter. No waiver, consent, modification, amendment or change of the terms contained in the Agreement shall be binding unless in writing and signed by the duly authorized representatives of both Watchfire and Buyer.



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: March 27, 2026
Re: Approval for payment of Reconditioned Football Helmet Bill

West Side Middle School is requesting approval to pay for the reconditioned football helmet bill from the athletic extracurricular account. The cost of the bill is \$1836.13 which would get us 35 reconditioned helmets, which needs done each year. The helmets will be used for 8th grade football

The equipment is being purchased from

Certor Sports, Distribution Center
9400 Bradford rd, Plainfield, In 466168



INVOICE 2974207

DBA

VICIS *schutt* TUCCI

Certor Sports, Distribution Center
9400 Bradford Rd, Plainfield IN 46168
www.certorsports.com

Phone: 800.426.9784
Fax: 217.324.2732
Email: customerservice@certorsports.com

Remittance Address

Schutt Sports, LLC PO Box 88315 Milwaukee, WI 53288-8315

SALES ORDER NUMBER 2664421		DATE INVOICED 03/20/26
PACKING SLIP NUMBER 1		DATE SHIPPED 03/20/26
CUSTOMER PURCHASE ORDER NUMBER 26000311		SOURCE 4
SHIPPED VIA FedEx Ground	PPD X	COL
PAYMENT TERMS NET 30	TAX 0	TAX CODE

BILL TO	26807 WEST SIDE MIDDLE SCHOOL 101 S. NAPPANEE ST ELKHART IN 46514 US	SHIP TO	26807 WEST SIDE MIDDLE SCHOOL 101 S. NAPPANEE ST ATTN: BRENT CURRY ELKHART IN 46514 US
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LINE	PRODUCT / DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY B.O.	UNIT PRICE	EXTENDED PRICE	NET PRICE
001	R0001 RECON SCHUTT VARSITYHELMETS	1	1		45.00000	\$45.00	45.00
002	R0002 RECON SCHUTT YOUTHHELMETS	34	34		35.00000	\$1,190.00	1,190.00
003	RRE RECON REPLACEMENTEQUIPMENT	1	1		0.00000	\$0.00	0.00
004	R0023 RECON INTERNAL PARTS	18	18		12.22000	\$219.96	219.96
005	JAWPADS RECON JAW PADS	27	27		3.71000	\$100.17	100.17
Chg	RS27 Recon-FG Redip Recon-FG Redip	2				36.00	
Chg	SFT FREIGHT FREIGHT	35				245.00	

* All invoices not paid within terms of invoice are PAST DUE and subject to a FINANCE CHARGE at a monthly rate of 1.5%, which is an ANNUAL PERCENTAGE RATE of 18%. Discrepancies with any shipment MUST be reported within 10 days of invoice date. Schutt Sports will not be responsible for any claim thereafter.

SUBTOTAL	1,836.13
TAX	
DEPOSIT	0.00
DISCOUNT	0.00



TOTAL IF PAID WITHIN TERMS	1,836.13
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Customer Copy

All amounts shown in US CURRENCY



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: March 26, 2026
TO: Dr. Larry Huff
Board of School Trustees
FROM: Jacquie Rost, Athletic Director
RE: Donation Approval

We are in receipt of an extracurricular donation in the amount of \$500.00 for the Softball team. This donation will go towards training equipment for the program and improvements to the facility.

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:

Osolo Twp Vol Fire Dept., Inc.
24936 Buddy St.
Elkhart, IN 46514

Sincerely,

Jacquie Rost
Elkhart High School, Athletic Director



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: March 25, 2026
TO: Dr. Larry Huff
Board of School Trustees

FROM: Phil Shults (Executive Principal)
Elona Yoder (Teacher/Sponsor)

RE: Donation Approval

Elkhart High School received a donation of \$1,350.00 from INOVA Federal Credit Union. The donation is in support of the Fieldtrip extra-curricular program and will be used to pay for student admissions to museums, transportation and lunch in relation to the Fieldtrip 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:

INOVA Federal Credit Union
P.O. Box 1148
Elkhart, IN 46515



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: March 31, 2026

TO: Dr. Larry Huff
Board of School Trustees

FROM: Phil Shults (Executive Principal)
Rick Nussbaum (Teacher/Sponsor)

RE: Marine Biology Donation

Elkhart High School received a donation of \$500.00 from an anonymous donor (known to Mr. Shults) to the Marine Biology trip. The donation will be used to pay for student costs for excursions on the trip. I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation be sent to Mr. Shults for delivery to the anonymous donor:

Phil Shults
2608 California Road
Elkhart, IN 46514

Sincerely,

Phil Shults
Executive Principal
Elkhart High School



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

3/13/2026 10:41 AM

TO: MRS. MICHELE RIISE *MR*
BOARD OF SCHOOL TRUSTEES

FROM: BRANDON EAKINS *BE*

DATE: APRIL 13, 2026

RE: DONATION APPROVAL - EACC

Monteith's Best-One Tire and Service has donated a tire machine with an estimated value of \$4,000.00 to our Automotive Technology program.

The tire machine will be useful in the classroom as it will be used by students for training purposes.

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

Monteith's Best-One Tire & Service
Attn: Jason Staples
2503 Cassopolis St
Elkhart, IN 46514



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

3/31/2026

To: MRS. MICHELE RIISE *MAR*
BOARD OF SCHOOL TRUSTEES

FROM: BRANDON EAKINS *BE*

DATE: MARCH 31, 2026

RE: DONATION APPROVAL - EACC

We have received a monetary donation of \$1,250.00 from the Community Foundation of Elkhart County (reference #20241300)

This donation will help cover costs to supply lunch for our Business partners that participated in Mock Interviews on March 26, 2026.

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:

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



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

APR 10 2026

TO: MRS. MICHELE RIISE *MR*
BOARD OF SCHOOL TRUSTEES

FROM: BRANDON EAKINS *BE*

DATE: APRIL 10, 2026

RE: DONATION APPROVAL - EACC

We have been named as a beneficiary of the Elkhart Area Career Center fund. This fund was established through a generous donation from Mr. Stephen Eldridge to the Elkhart Community Foundation. This endowment fund will provide an annual stream of income to the Elkhart Area Career Center.

The funds from this donation will be used to support our students and will be used toward materials, supplies, and opportunities to extend student learning.

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

Community Foundation of Elkhart County
240 East Jackson Blvd. Ste 104
Elkhart, IN 46516



Human Resources Department

2720 California Road • Elkhart, IN 46514

Phone: 574-262-5500

To: Interim Superintendent Michele Riise *MAR*
Board of School Trustees
From: Ms. Maggie Lozano, Director of Human Resources
Date: April 15, 2026

RE: Donation

The Human Resources Department is pleased to share that Alliance RV has generously donated \$5,000.00. The donation will go towards the Staff Recognition event on May 6, 2026, at Wellfield Botanical Gardens.

Board approval is respectfully requested to formally accept this donation, and that an appropriate letter of acknowledgement and appreciation is sent to:

Alliance RV, LLC
301 Benchmark Drive
Elkhart, IN 46516

ML/lcw

Grant Approvals to Board of School Trustees - 4/21/2026

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.	What is the grant submission deadline?
Donors Choose Grant	Mid-American Conference	Eastwood Elementary	Megan Yoder	1000	We will use the Donors Choose funds to add engaging and supplemental resources for our new CKLA curriculum. We will also use it for supplemental resources and materials to support students in their fact fluency. Our administrators will oversee the management of the funds.	We will be supporting the district goals of improving students math fact fluency as well as making our curriculum more engaging for students. We will be able to provide items that students can interact with to better understand the content.	\$500- CKLA curriculum Supports \$500- Math fact fluency	6/1/2026
Donors Choose Grant	Mid-American Conference	Eastwood Elementary	Megan VanSickle	\$1,000	We will use the Donors Choose funds towards to add engaging and supplemental materials for our new CKLA Curriculum. I will also be using this towards resources for my classroom and students. Our administrators will oversee the management of our grant.	We will be supporting the district goals by providing supplemental resources to support our CKLA curriculum with engaging resources and materials.	\$500 will be going towards CKLA Curriculum resources and possible math supports/manipulatives \$500 will be going towards classroom supports and additional resources for my students	6/1/2026
Next Generation School Improvement Grant	IDOE	North Side, Pierre Moran and West Side	Dr. Amy Rauch and Cary Anderson	The Next Gen SIG program is open to schools identified for TSI and CSI under Indiana's approved ESSA State Plan. Successful grantees will receive up to \$300,000 in Planning Grant funds for the first academic year and up to \$3 million distributed over three years for implementation.	Grant funds will be used to support personalized and career-focused learning environments by transforming teaching and learning through the implementation of problem-based learning, making education more relevant and engaging. The grant initiative will ensure authentic work-based learning experiences aligned with the delivery of high-quality instruction to prepare all students for success and meaningful careers. Dr. Rauch will oversee the management of the grant.	Grant funds will support the district goals by aligning with our commitment to equitable, high-quality instruction and college and career readiness for all students. By fostering personalized, problem-based learning environments, it will enhance student engagement and achievement, address opportunity gaps, and strengthen community partnerships.	We would like to use: SkyBound Education 601 S Meridian St, Suite 1L Indianapolis, IN 46225 Adam Jones, adam@skyboundededucation.com 317-650-8330 Middle School focus will be with providing extra support with EL and SE departments. Math and ELA coaches for each middle school. Other items will be added during the planning stage.	5/30/2025

MAP 4/15/26



DISTRICT COUNSEL/
CHIEF OF STAFF

ELKHART
COMMUNITY SCHOOLS

For Final Consideration

TO: BOARD OF SCHOOL TRUSTEES

FROM: W. DOUGLAS THORNE *WDT*
DISTRICT COUNSEL/CHIEF OF STAFF *MR*

DATE: APRIL 21, 2026

RE: CONTRACTS RECOMMENDED FOR BOARD APPROVAL

The Administration recommends approval of the following contracts. These contracts have been reviewed by the District Counsel prior to submission to the Board.

Contractor	Requesting Administrator	Description	Funding Source	Amount
IACE Travel	Doug Thorne	Recommendation to approve agreement with IACE Travel for the Japan student trip this summer. IACE responsibilities include acquisition of airline tickets to and from Japan, pre-trip support (Visa processing, collection of passport information, emergency contact information, etc.), and emergency support while participants are on this trip. The agreement also clearly states IACE takes no responsibility for any actions of third parties used during this trip.	Covered in full by participants going on this trip	\$32,439
MAZI Educational Consulting, LLC.	Michele Riise	Recommendation to approve amendment to current agreement extending the terms of the original agreement through July 31, 2027.	Title I, Title II, Title III, Title IV	\$36,000
ONC Benefits Administration, LLC. dba J.W.F. Specialty Company	Ronda Ross	Recommendation to approve proposed agreement with J.W.F. to serve as administrator of ECS Worker' Compensation Program.	Operations	Minimum of \$15,000 plus additional claims submitted

Contractor	Requesting Administrator	Description	Funding Source	Amount
Boys & Girls Club of Elkhart County	Dr. Amy Rauch	Recommendation to approve MOU with the Boys & Girls Club of Elkhart County for a 5-week summer academic and enrichment program for select students. ECS will be responsible for transportation of students, providing breakfast and lunch, and custodial services at Beardsley Elementary/Brady Center and Pierre Moran Middle School.	Operations	\$2,500

WDT/crr

Cc: Michele Riise
 Dr. Amy Rauch
 Ronda Ross



Book	Policy Manual
Section	3000 Personnel
Title	Proposed Revised - STUDENT-STAFF RELATIONSHIPS (includes revisions discussed during 3/24/26 BST Mtg)
Code	po3213.04ACS
Status	Second Reading
Adopted	January 1, 2017
Last Reviewed	April 21, 2026

3213.04ACS - **STUDENT-STAFF RELATIONSHIPS**

The School Board wants to maintain a safe and healthy educational environment for students attending the School Corporation. The interactions between Corporation employees and its students are of paramount concern. This policy addresses appropriate boundaries between Corporation employees and its students.

Sexual Relationships with Students Prohibited

Sexual conduct with or sexual relationships with students by a Corporation employee are prohibited. Any teacher, administrator, coach, school official, or staff member who engages in sexual conduct with a student may be disciplined, up to and including termination. That person's conduct also may constitute the crime of:

- A. "sexual battery," under I.C. 35-42-4-8; or
- B. "child molesting" under I.C. 35-42-4-3 in the case of a child under fourteen (14) years of age;
- C. "child seduction" under I.C. 35-42-4-7; or
- D. "sexual misconduct with a minor" under I.C. 35-42-4-9 in the case of a child between the ages of fourteen (14) and sixteen (16).

The issue of consent is irrelevant in regard to the latter three (3) criminal charges. Any conduct that may constitute a crime shall be reported to local law enforcement.

Any employee accused of sexual conduct or a sexual relationship with a student may be placed on leave until school administrative proceedings are completed. Proven sexual relationships with a student, regardless of the age of the student, shall initiate the termination process for the employee.

Allegations Constituting Criminal Conduct or Child Abuse/Sexual Misconduct

The Corporation's administrators, including a Compliance Officer or designee, shall report to local law enforcement any conduct that may constitute a crime upon receiving a report of such conduct.

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to report that knowledge or suspicion to the Department of Child Services ("DCS") immediately.

Allegations made during harassment investigations:

If, during the course of a harassment investigation, a Compliance Officer or a designee has reason to believe or suspect that the alleged conduct may constitute abuse or neglect of a child, a report shall be made to DCS in accordance with State law and Board Policy.

If, during the course of a harassment investigation, a Compliance Officer or a designee has reason to believe or suspect that the conduct reported may constitute a crime, a report shall be made to local law enforcement.

Reports made to DCS or to local law enforcement do not terminate a Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Inappropriate Boundary Invasions by Corporation Employees

The Board prohibits inappropriate boundary invasions by a Corporation employee into a student's personal space and personal life. The Board prohibits inappropriate boundary invasions by a Corporation employee into a student's personal space or personal life and, in the absence of a legitimate professional purpose, will regard such conduct as a violation of the professional boundaries employees are expected to maintain with students.

Examples of inappropriate boundary invasions include but are not limited to the following:

- A. hugging, kissing, or other physical conduct with a student;
- B. telling sexual jokes to students;
- C. engaging in talks containing sexual innuendo or banter with students;
- D. talking about sexual topics that are not related to curriculum;
- E. showing pornography to a student;
- F. taking an undue interest in a student (i.e., having a "special friend" or "special relationship");
- G. initiating or extending contact with students beyond the school day for personal purposes;
- H. using email, text messaging, websites, or other social media services to discuss personal topics or interests with students;
- I. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrator approval;
- J. invading a student's privacy (e.g., walking in on the student in the bathroom or locker room or asking about bra sizes or previous sexual experience);
- K. going to a student's home for non-educational purposes;
- L. inviting students to the staff member's home without proper chaperones (i.e., another staff member or the student's parent);
- M. giving gifts or money to a student for no educational purpose;
- N. accepting gifts or money from a student for no legitimate educational purpose (this does not include gifts given at Christmas or at the end of the year as a "thank you" to the staff member);
- O. being overly touchy with students;
- P. favoring certain students by inviting them to come to the classroom at non-class times;
- Q. pulling a student out of class to visit with the staff member;
- R. providing advice to or counseling a student regarding a personal problem (e.g., problems related to sexual behavior, substance abuse, mental or physical health, or family relationships) unless properly licensed and authorized to do so;
- S. talking to a student about problems that normally would be discussed with adults (e.g., marital issues);
- T. being alone with a student behind closed doors without a legitimate educational purpose;
- U. telling a student "secrets" and having "secrets" with a student;

- V. showing sexually inappropriate materials or objects to a student;
- W. making any sexual advances - verbal, written, or physical - towards a student;
- X. engaging in sexual activity, a romantic relationship, or dating a student.

Disciplinary action, up to and including termination, may result from the violation of the above-stated boundary invasions.

The School Board does not intend for this policy to interfere with appropriate pre-existing personal relationships between Corporation employees, students, and their families. In some situations (e.g., the student is a friend of employee's own child, the student is the child of a family friend, etc.), pre-existing relationships with and social connections to certain students will render appropriate certain activities, communications, and other conduct that would otherwise be inappropriate under the terms of this policy. Except as provided in the following paragraph, the School Board does not intend for this policy and any guidelines adopted under this policy to limit or constrain conduct, activities, or communications based upon such legitimate non-employment based relationships.

A Corporation employee who engages in activities, communications, or other conduct under the "non-employment relationship exception" identified in the paragraph above does so with the limitation that where there is a sufficient nexus between such conduct and the employee's professional responsibilities, the Corporation may impose lawful consequences for and issue lawful directives related to conduct that is inappropriate or that otherwise impairs the employee's ability to be effective as an employee. The same limitation applies to conduct that occurs off duty or outside the scope of the employee's job related responsibilities. Further, the consent or purported consent of the student and/or a parent or guardian, while certainly a factor in analyzing a Corporation employee's conduct, does not alone determine whether an employee has maintained appropriate boundaries.

Even where a pre-existing relationship does not exist, it is acceptable for Corporation employees to show students that they care. It is acceptable to high five, fist bump, handshake, or give a pat on the back. This list is not exhaustive and other situations involving physical contact between an adult and a child may be within professional boundaries (e.g. a kindergarten teacher giving a side hug to a student entering the classroom). The Board expects Corporation employees to exercise sound and context-sensitive judgement and seek input and guidance from an administrator. Even innocent contact between adults and students must always be nonsexual in nature, appropriate to the circumstances, and ambiguous in meaning.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent shall report to the Indiana Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery and, in accordance with Policy 41213121ACS - Personal Background Checks and Mandatory Reporting, shall suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

As a matter of professional ethics, staff members shall not use student relationships for any personal gain. Gifts, other than token gifts of little intrinsic value, shall not be accepted from students in school or school activities. Exception may be approved by the principal in cases of illness or retirement of school personnel. Gifts or gratuities to certified or support staff who receive pay for special assignments, including rentals, shall not be accepted. Student-staff member-parent relations shall not be exploited for the purpose of selling or soliciting goods or services. A teacher may tutor any student for remuneration, but when such tutoring is for a student assigned to that teacher, it must be specifically requested in writing to the principal by the parent. Such requests are to be on file in the school office.

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Human Resources Department

2720 California Road • Elkhart, IN 46514

Phone: 574-262-5500

TO: MRS. MICHELE RIISE
FROM: MS. MAGGIE LOZANO
DATE: APRIL 21, 2026

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **Agreement** – We recommend the approval of one (1) consent agreement.
- b. **Administrator Reassignment** – We recommend the approval of the reassignment of one (1) administrator effective for the 2026-27 school year.
- c. **New Certified Staff** – We recommend the approval of one (1) new certified staff for the 2025-26 school year.
- d. **New Certified Staff** – We recommend the approval of one (1) new certified staff for the 2026-27 school year.
- e. **Certified Staff Transfers** – We recommend the transfer of ninety-three (93) certified staff for the 2026-27 school year.
- f. **Separation** – We report the separation of fifty-five (55) employees.
- g. **Job Description** – We recommend the approval of one (1) job description.

CLASSIFIED

- a. **New Classified Staff** – We recommend four (4) new classified staff for employment in the 2025-26 school year.
- b. **Classified Staff Transfers** – We recommend the transfer of three (3) classified staff for the 2025-26 school year.
- c. **Classified Staff Transfers** – We recommend the transfer of twenty (20) classified staff for the 2026-27 school year.
- d. **Substitute Teachers** – We recommend the employment of two (2) substitute teachers for the 2025-26 school year.
- e. **Coaches** – We recommend the employment of three (3) coaches for the 2025-26 school year.
- f. **Separation** – We report the separation of eight (8) employees.

- g. **Retirement** – We report the retirement of three (3) employees who have provided a total of seventy-six (76) years of service.
- h. **Unpaid Leave** - We recommend the approval of one (1) unpaid leave.
- i. **Job Description Revision** – We recommend the approval of one (1) job description.



DISTRICT COUNSEL/
CHIEF OF STAFF

ELKHART
COMMUNITY SCHOOLS

For First Consideration

TO: BOARD OF SCHOOL TRUSTEES *ML*
FROM: W. DOUGLAS THORNE *WDT*
DISTRICT COUNSEL/CHIEF OF STAFF
DATE: APRIL 21, 2026

RE: CONTRACTS RECOMMENDED FOR BOARD APPROVAL

The Administration recommends approval of the following contracts. These contracts have been reviewed by the District Counsel prior to submission to the Board.

Contractor	Requesting Administrator	Description	Funding Source	Amount
Integrated Technology LLC	DJ Rhoades	Recommendation to approve printer service contract for Integrated Technology Group (ITG). ITG would become ECS's large format printer/copy machine/service provider for the next 3 years. ITG provides the lowest cost per print as well as a no/low monetary investment while still upgrading broken or outdated equipment.	Operations	\$175,000 per year
Network Solutions, Inc.	DJ Rhoades	Recommendation to approve purchase of maintenance coverage for district hardware. This allows the district the ability to have warranty work done on wireless controller, security camera servers, phone system router, standard networking switches, and core networking switches.	Technology Fund	\$38,916.04

Contractor	Requesting Administrator	Description	Funding Source	Amount
Qualtrics	DJ Rhoades	Recommendation to approve Qualtrics subscription for next year. This system enhances student safety, improves access to support services, and streamlines reporting processes. Some of the major uses include: DCS Reporting, Suicide/Ideation Reporting, Alternate Application for Assistance, EACC Registration, and EACC Dashboards.	Technology Fund Perkins Grant Full Service Community Schools Grant	\$51,266.25
Elkhart County Youth for Christ, Inc., dba Lifeline	Doug Thorne	Recommendation to approve proposed agreement with Lifeline for services to be delivered by Lifeline interns at Beck, Monger, and Roosevelt. Lifeline interns will provide academic enrichment activities for our students.	Full-Service Community Schools Grant	22.5 hours per week at \$16 per hour
Five Star Life	Doug Thorne	Recommendation to approved proposed contract with Five Star Life for services related to the expansion of the Innovative Learning program to include Osolo, Eastwood, Monger, Riverview, Mary Feeser, Mary Daly, and Beardsley Elementary Schools.	IDOE	\$111,000
Seesaw Learning, Inc.	Dr. Amy Rauch	Recommendation to approve renewal contract with Seesaw Learning, Inc. for the 2026-2027 school year. Seesaw is currently our LMS platform used daily across the district to support teaching and learning for our elementary teachers and students.	Education Fund	\$34,599.98



Contractor	Requesting Administrator	Description	Funding Source	Amount
Education Advanced, Inc.	Dr. Amy Rauch	Recommendation to approve invoice for renewal of Graduation Pathways subscription ending June 30, 2026. The platform enables administrators to monitor seniors' progress and verify graduation requirements have been met.	Technology Fund	5,375.75

WDT/crr

Cc: Michele Riise
 Dr. Amy Rauch
 Ronda Ross



Book	Policy Manual
Section	7000 Property
Title	Proposed New Policy - Use of School District Vehicles
Code	po7510.01
Status	Proposed
Last Reviewed	April 21, 2026

7510.01 - USE OF SCHOOL DISTRICT VEHICLES

Elkhart Community Schools ("ECS" or the "Corporation") maintains District-owned and/or leased vehicles to support building services, transportation, safety, and administrative operations. This policy establishes mandatory standards governing the assignment, operation, storage, and oversight of District vehicles to protect students, employees, the public, and Corporation assets.

This policy is adopted to insure compliance with applicable federal law, Indiana law, and ECS School Board policies.

Authorization to operate a District vehicle is a privilege, not a right, and compliance with this policy is a condition of employment.

DEFINITIONS

For purposes of this policy:

- District Vehicle:** Any motor vehicle owned, leased, rented, or otherwise provided by ECS, including cars, vans, trucks, buses, utility vehicles, and specialty vehicles.
- Authorized Driver:** An ECS employee who has received express authorization to operate a District vehicle and who holds a valid driver's license appropriate for the vehicle being operated.
- Take-Home Vehicle:** A District vehicle authorized for overnight storage at an ECS employee's residence.
- Official Corporation Business:** Activities that are job-related, ECS-directed, or otherwise necessary to carry out Corporation operations.
- Personal Use:** Any use that is not Official Corporation Business, including commuting errands, except as expressly permitted by this policy or an approved guideline.

AUTHORIZATION TO OPERATE DISTRICT VEHICLES

A. Only Authorized Drivers may operate District Vehicles.

B. Authorization may be granted only when the employee:

- Holds a current and valid Indiana driver's license (or other valid license recognized by Indiana law) appropriate for the vehicle;
- Meets all ECS, insurance, and legal driving requirements;
- Has been approved by the employee's supervisor or designee; and
- Completes any required training, defensive driving, or motor vehicle record review required by ECS.

C. ECS reserves the right to review an employee's motor vehicle record at any time. Authorization to operate a District Vehicle constitutes the employee's express consent to such reviews, and ECS may suspend or revoke driving authorization based on safety concerns, driving history, or violations of this policy or related ECS policies.

PERMITTED USE

District Vehicle shall be used exclusively for Official Corporation Business, including but not limited to:

1. Travel between ECS sites or programs;
2. Emergency response or on-call duties;
3. Transportation of ECS equipment, materials, or supplies;
4. Building Services, transportation, safety, or administrative operations;
5. Approved conferences, trainings, meetings, or field activities.

Incidental or de minimis personal use is prohibited unless expressly authorized in writing pursuant to ECS administrative guidelines.

PROHIBITED USE

The following uses are strictly prohibited:

1. Personal errands or activities not directly related to ECS business;
2. Transporting unauthorized passengers;
3. Operation by any individual other than the Authorized Driver;
4. Operation under the influence of alcohol, controlled substances, or impairing medication, consistent with ECS Board Policy 3170.02ACS (Driving or Working While Influenced by Drugs, Alcohol and/or Any Other Impairing Condition), 3122.01ACS (Drug-Free Workplace);
5. Smoking, vaping, or use of tobacco products, consistent with ECS Board Policy 3215ACS (Use of Tobacco by Employees);
6. Texting or handheld electronic device use while driving, except as permitted by Indiana law;
7. Transporting alcohol, illegal drugs, weapons, or other prohibited items unless expressly required by job duties;
8. Unauthorized repairs, modifications, or alterations;
9. Use for illegal, unsafe, reckless, or negligent purposes.

DRIVER RESPONSIBILITIES

Authorized Drivers shall:

- A. Comply with all federal, state, and local laws, including Indiana traffic laws;
- B. Wear seat belts and require all occupants to do the same;
- C. Conduct basic safety and visual inspections prior to operation;
- D. Maintain vehicles in a clean and orderly condition;
- E. Secure vehicles when unattended;
- F. Use fuel cards only as authorized;
- G. Maintain mileage, trip logs, and other documentation as required;

H. Promptly report mechanical issues, damage, citations, or safety concerns;

I. Be personally responsible for traffic citations, parking violations, fines, and court costs.

TAKE-HOME VEHICLES AND COMMUTING

A. Take-Home Vehicles may be authorized only when an operational necessity exists, including emergency response, on-call status, or multi-site assignments.

B. Take-Home Vehicle authorization must be in writing and approved by the Superintendent or designee.

C. Employees assigned Take-Home Vehicles shall;

1. Use the vehicle solely for Official Corporation Business;
2. Secure the vehicle and ECS property at their residence;
3. Make the vehicle available for maintenance as directed; and
4. Accurately track commuting mileage.

D. Employees shall not permit personal use beyond commuting without written approval.

E. Commuting constitutes personal use for federal tax purposes. ECS shall report any taxable fringe benefit associated with commuting in accordance with Internal Revenue Service requirements.

PASSENGERS

Only ECS employees, students, or individuals whose presence is directly related to Official Corporation Business may be transported in District Vehicles. Any transportation of students must be conducted in full compliance with Board Policy 8600 (Transportation) and all applicable transportation safety requirements. Family members, friends, or other unauthorized individuals are prohibited unless expressly approved in writing for specific purpose.

ACCIDENTS, INCIDENTS, AND REPORTING

A. Any accident, damage, theft, or incident involving a District Vehicle must be reported immediately to the employee's supervisor and in accordance with ECS Board Policy 8442 (Reporting Accidents and Injuries).

B. Drivers shall remain at the scene when safe and cooperate fully with law enforcement and ECS investigations.

C. Employees may be required to submit to post-accident drug and alcohol testing consistent with ECS Board Policy 3170.02ACS (Driving or Working While Influenced by Drugs, Alcohol and/or Any Other Impairing Condition) and applicable law.

D. Failure to report an accident or incident may result in disciplinary action.

VEHICLE MONITORING AND PRIVACY

District Vehicles are ECS property. Employees have no expectations of privacy in District Vehicles, including but not limited to GPS data, mileage records, cameras, or vehicle usage logs.

DISCIPLINE AND LIABILITY

A. Violations of this policy or related guidelines may result in;

1. Revocation of vehicle privileges;
2. Disciplinary action up to and including termination, consistent with ECS Board Policy 3139AC (Staff Discipline);
3. Financial responsibility for losses caused by misuse, negligence, or failure to report.

B. Serious or repeated violations may result in permanent loss of authorization to operate District Vehicles.

ADMINISTRATION

The Superintendent is authorized to adopt administrative guidelines, procedures, forms, training requirements, and enforcement measures necessary to implement this policy.

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ACCOUNT BALANCES/INVESTMENT DETAIL
March 2026

CASH:

Petty Cash	\$	500.00
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BANK ACCOUNTS:

Lake City Bank – Accounts Payable	\$	(1,175,170.25)
Lake City Bank – Payroll Account		(17,940.22)
Lake City Bank – Flex Account		87,493.86
Lake City Bank – Merchant Account		-
Lake City Bank – Prepaid Lunch		109,057.30
Lake City Bank – Deposit Account		17,244,905.06

INVESTMENTS:

Certificate of Deposit		-
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\$ 16,248,845.75



MONTHLY FINANCIAL UPDATE

Ronda Ross, CPA, JD, MBA, M.Ed.L

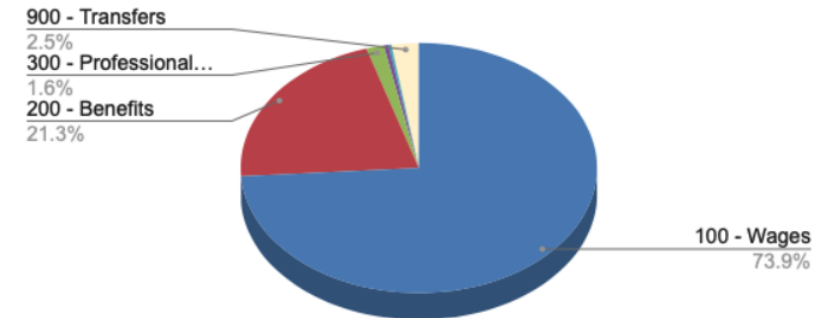
Board Meeting

4/21/2026

March Expenditures - Education Fund

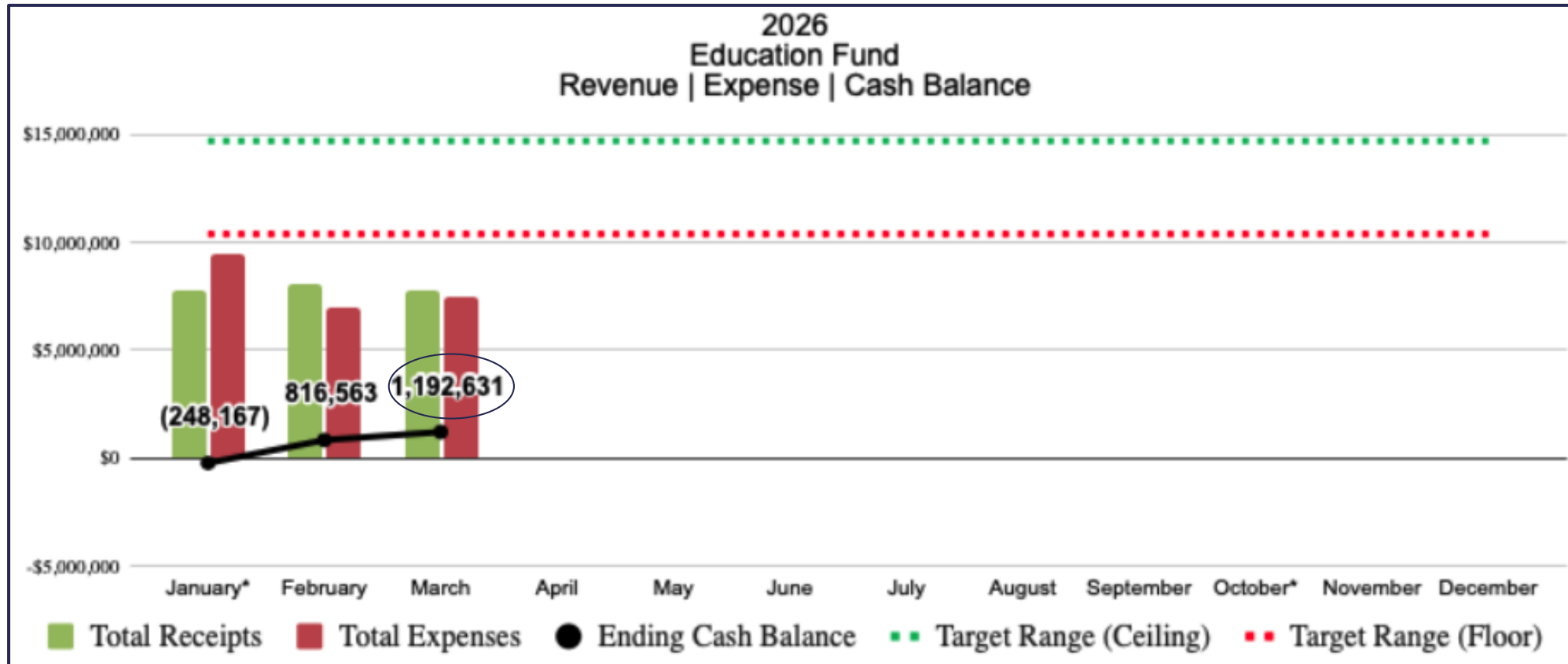
	Budget	March	Total
Beginning Cash Balance		816,563	
Total Receipts	89,485,000	7,791,515	23,610,314
Expenses			
100 - Wages	51,000,000	5,400,062	17,596,941
200 - Benefits	19,000,000	1,645,866	5,068,308
300 - Professional Svcs	1,653,680	176,675	378,023
500 - Other Purchased Svcs	839,850	4,353	109,311
600 - Supplies	1,003,050	24,266	54,980
600 - Curricular Materials	1,601,000	666	1,682
800 - Other	35,000	165	1,200
900 - Transfers	2,100,600	163,395	589,454
901 - Transfers to Operations	9,000,000		-
Total Expenses	86,233,180	7,415,447	23,799,900
Net Revenue (Expense)		376,068	(189,586)
Ending Cash Balance		1,192,631	

Year-To-Date



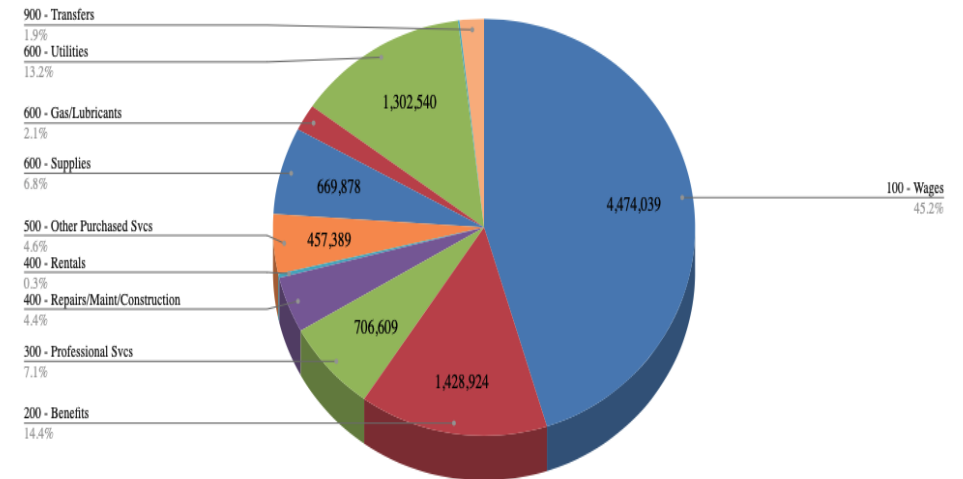
- 95% Wages/Benefits
- Should be closer to 80%

CASH FLOW - Education Fund



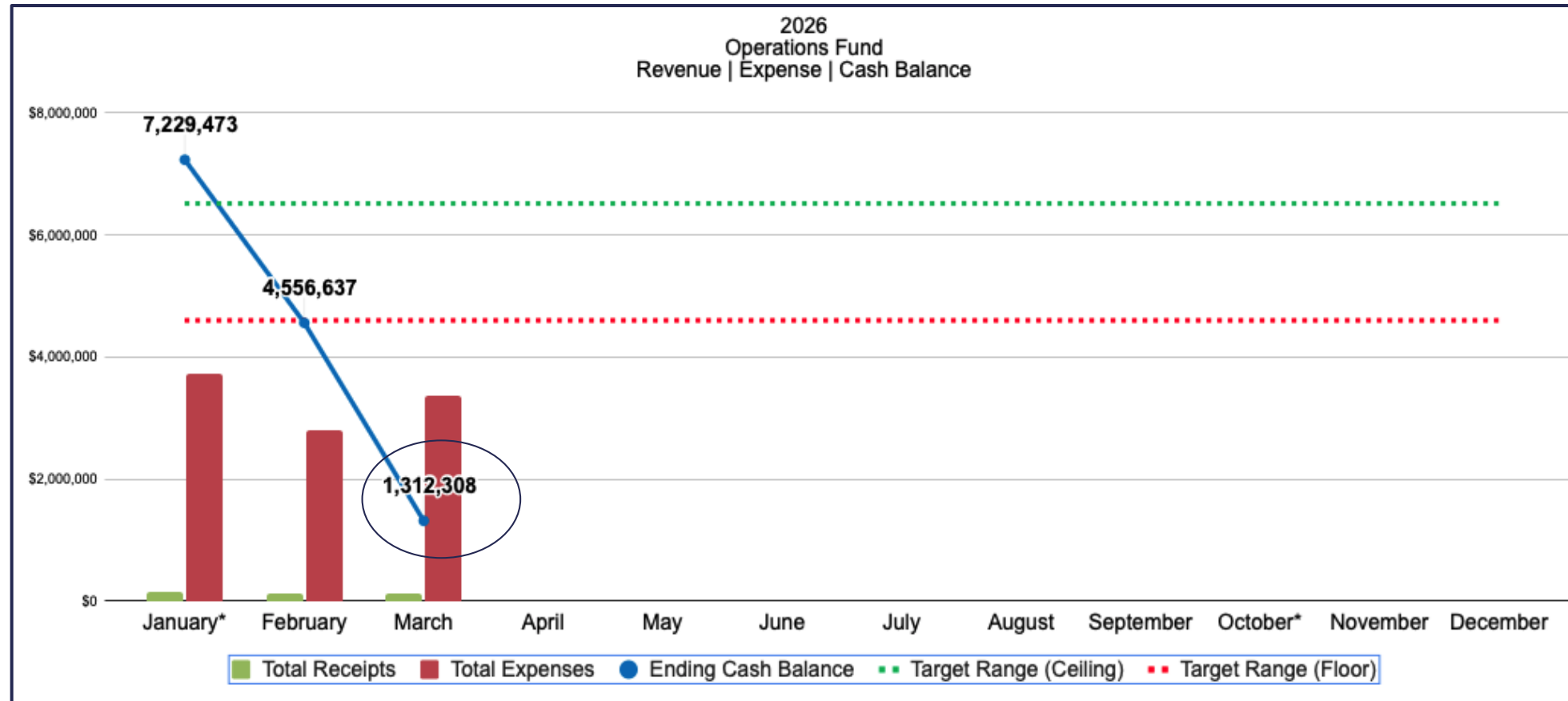
March Expenditures - Operations Fund

	Budget	March	Total
Beginning Cash Balance		4,556,637	
Total Receipts	38,157,171	130,693	421,265
Expenses			
100 - Wages	16,790,721	1,384,384	4,474,039
200 - Benefits	5,459,964	479,368	1,428,924
300 - Professional Svcs	1,586,000	630,609	706,609
400 - Repairs/Maint/Construction	1,890,586	171,872	430,877
400 - Rentals	82,100	13,190	30,085
500 - Other Purchased Svcs	2,248,600	13,890	457,389
600 - Supplies	3,671,250	213,259	669,878
600 - Gas/Lubricants	795,000	69,304	205,135
600 - Utilities	4,510,000	331,338	1,302,540
700 - Property	242,000		-
800 - Other	105,950	6,195	11,891
900 - Transfers	775,000	61,611	184,834
Total Expenses	38,157,171	3,375,022	9,902,200
Net Revenue (Expense)		(3,244,329)	(9,480,936)
Ending Cash Balance		1,312,308	



- Average monthly spend is about \$3.3M.
- Expect GO Bond revenue receipt April.
- Next regular tax payment June.

CASH BALANCE - Operations Fund



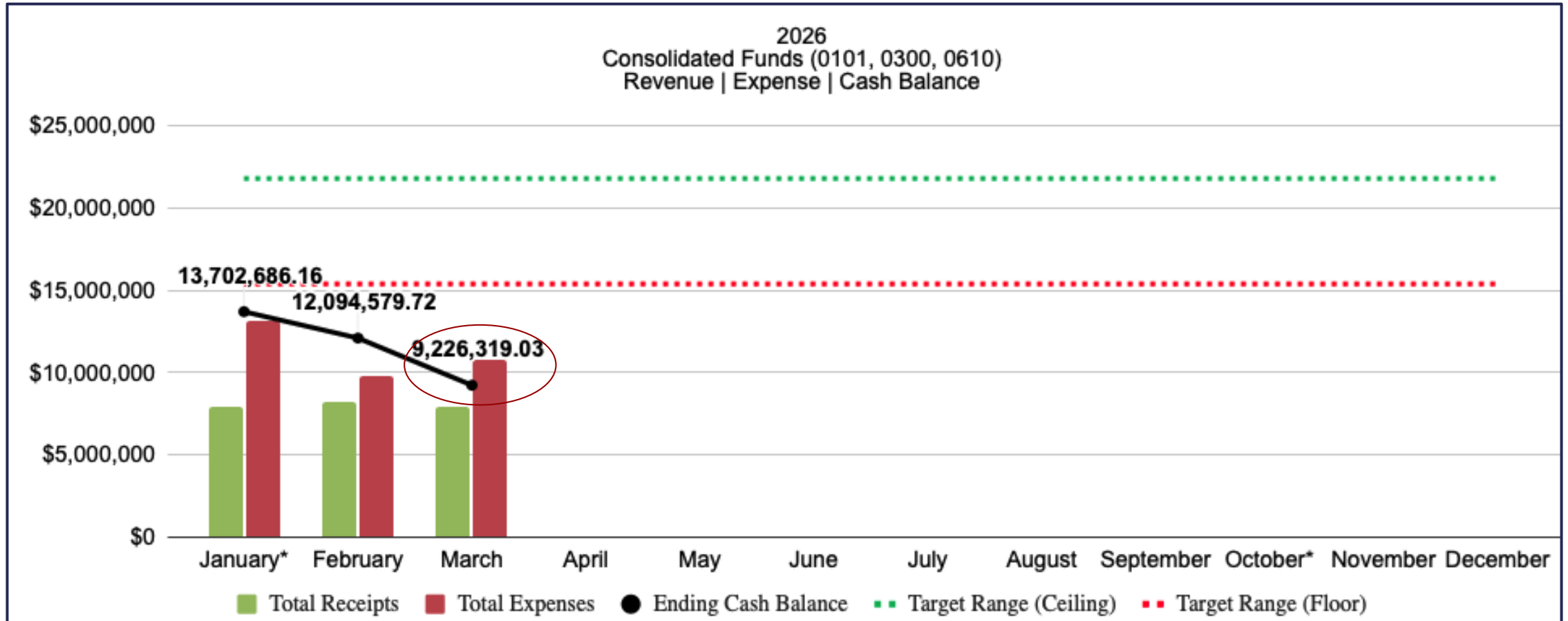
CASH BALANCE _ Rainy Day Fund

Beginning Cash Balance	\$6,721,380
Ending Cash Balance	\$6,721,380





CASH BALANCES - Combined*



*Education, Operations and Rainy Day.



SAVINGS Initiatives -

Item	Estimated Savings or Cost Avoidance (25-26 SY)	Notes
Curriculum Savings	\$390,000	(1) Solution Tree was not renewed, this curriculum served K-12; (2) Mastery Connect discontinued.
Reduced: Central Office & Building Level staff costs; Added Pays/ Extended Contracts; Sub Pay; Added Overtime and Comp Time Controls (including Time Clocks); Unfilled Vacancies	\$3,703,041	Aug. 1 - Mar. 31 24/25 SY vs. 25/26 SY (Education Fund and Operations Fund)
VEBA Forfeiture Dollars re-allocated to district	\$290,000	District and employee groups receive a pro-rata share of the re-allocation.
Excess Cost Applications	\$500,000	Recuperating costs of providing support for students with disabilities.
Utility Costs	\$80,000	Installation of LED light fixtures in middle schools and other buildings.
Professional Services	\$1,561,870	Cost avoidance through Dec. 2025.
TOTAL	\$6,524,911	Last report showed \$5,397,641 in savings.

Other 25-26 SAVINGS INITIATIVES

- Timeclock Software
- Food Services Management Contract - Chartwells
- Consolidation



INSURANCE UPDATE

Ronda Ross, CPA, JD, MBA, M.Ed.L

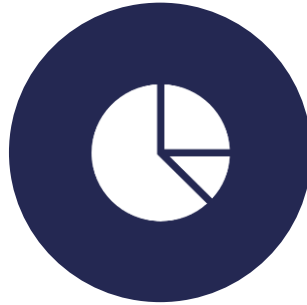
Board Meeting

4/21/2026

INSURANCE PLAN UPDATE



2026 Expanded
Anthem Network



Loss Ratio
59% (2026) vs. 86.6% (2025)



For **March**, our plan expenses were less than the plan premiums, leading to a favorable loss ratio.
