EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES MEETING

Administration Building
1240 State Road 930 East
New Haven, IN 46774
February 7, 2012

AGENDA – 6:30 p.m.

I. EXECUTIVE SESSION – None

II. CALL TO ORDER

III. ROLL CALL

IV. PLEDGE OF ALLEGIANCE

V. ADOPTION OF AGENDA

VI. RECOGNITIONS

VII. HEARING OF VISITORS: AGENDA ITEMS

Public input will be taken in a small group setting with an opportunity to have meaningful dialogue with members of the Board of School Trustees. Small group discussions will take place in the lobby, Superintendent’s office and the Board room. Please feel free to interact with members of the Board in any of these three locations. We will have an administrator taking notes so that Board members can truly listen and have dialogue with those in the community desiring to have discussion on a topic of their choosing.

VIII. APPROVAL OF MINUTES – January 24, 2012 Regular Meeting

IX. INFORMATION ITEMS

1. Review of Annual Report For:
   - Maintenance/Facilities
   - Special Education Programs 2010-11

X. SUPERINTENDENT COMMUNICATIONS

1. A Look at the Future
   A Blended Learning Environment:
   Technology 101 – or is it 1 to 1?
XI. ACTION AGENDA

12-0207-01 Approval of Human Resources Report
12-0207-02 Approval of Financial Reports
12-0207-03 Approval of Meetings and Conferences Requests
12-0207-04 Approve Contract with School Improvement Network
12-0207-05 Approve Application and Receipt of Funds for Juvenile Accountability Block Grant (JABG)
12-0207-06 Approve Contract with Verleaish Jones
12-0207-07 Approve School Calendar for 2012-13SY

XII. NEW BUSINESS

1. Proposed Schedule of Board Meetings for 2012-13SY
2. Agreement with Parkview Occupational Health to Provide Required INDOT Services
3. Agreement with City Securities Corporation as Bond Underwriter

XIII. ITEMS FROM CLOSED SESSION

XIV. BOARD DISCUSSION

XV. ADJOURNMENT

*Our mission is to inspire in all students a passion for learning while developing knowledge, skills and character necessary to become responsible contributors to the local and global society.*
CALL TO ORDER  President Neil Reynolds called the meeting to order at 6:37 p.m.

ROLL CALL

Board  Neil S. Reynolds, President
       Terry Jo Lightfoot, Vice President
       Alyssa Lewandowski, Secretary
       Stephen L. Terry Sr., Assistant Secretary
       Richard A. Allgeier
       William D. Hartman
       Janice A. Witte

Staff  Dr. Karyle Green, Superintendent
       Mr. Kirby Stahly, Assistant Superintendent for Administrative Services
       Mrs. Connie DeLong, Executive Director of Special Services
       Mr. Chris Hissong, Executive Director of School Management
       Mr. Gregory M. Geise, President, East Allen Educator’s Association
       Mr. Pat Lortie, President, EACS Custodial Association

ADOPTION OF AGENDA

The agenda for January 24, 2012 was adopted as presented, with the addition of a revised Resolution for 12-0124-08 - Approval of Referendum Resolution for New Haven and Paul Harding (EAU) Projects, and the addition of an Information Item - Proposed School Calendar for 2012-13SY.

RECOGNITIONS

Name  Topic
Marilyn Hissong, Chris Hissong  E-Walk Presenters throughout the Region
Marilyn Hissong, Bill Diehl  M-Class & Acuity Training for Region 8

HEARING OF VISITORS

Pat Lortie, President of the EACS Custodial Association, welcomed Board member Alyssa Lewandowski back.

APPROVAL OF MINUTES:  January 10, 2012 Regular Meeting

INFORMATION ITEMS

1.  Proposed School Calendar for 2012-13SY
SUPERINTENDENT COMMUNICATIONS

1. HAEI and MOEL Bid Requirements and Restrictions on Ownership

ACTION AGENDA

CONSENT MOTION:

12-0124-01 Approval of Human Resources Report
12-0124-02 Approval of Financial Reports
12-0124-03 Approval of Meetings and Conferences
12-0124-04 Approval of Old National Contract - Loss Control Services
12-0124-05 Approval of Classroom Addition Bid for Highland Terrace
12-0124-06 Approval of Contract for Purchase of Real Estate

Motion: That the Board of School Trustees approve items one through six as presented.

Motion: Allgeier Second: Terry Vote: Aye: 7-0

12-0124-07 Permission Granted to Advertise the Sale of the Former Harlan and Monroeville Elementary Schools

Motion: That the Board of School Trustees approve item seven as presented.

Motion: Allgeier Second: Hartman

Amendment to the original motion:

Motion: That the Board of School Trustees table the motion to grant permission to advertise the sale of the former Harlan and Monroeville Elementary Schools until the February 7, 2012 Board meeting.

Motion: Reynolds Second: Allgeier Vote: Aye: 2-5
Against: Hartman, Lewandowski, Lightfoot, Terry, Witte

Original Motion on the floor: That the Board of School Trustees grant permission to advertise the sale of the former Harlan and Monroeville Elementary Schools.

Vote: Aye: 6-1
Against: Reynolds

12-0124-08 Approval of Referendum Resolution for New Haven and Paul Harding (EAU) Projects

Motion: That the Board of School Trustees approve item eight as presented.

Motion: Witte Second: Allgeier Vote: Aye: 7-0
NEW BUSINESS

1. School Improvement Network Agreement
2. Restorative Justice through Juvenile Accountability Block (JABG) Grant
3. Afternoons Rock Contract

ITEMS FROM CLOSED SESSION

None.

BOARD DISCUSSION

<table>
<thead>
<tr>
<th>Speaker</th>
<th>Subject(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Green</td>
<td>Welcome to Ms. Baumert’s AP Government Class</td>
</tr>
<tr>
<td>Janice Witte</td>
<td>Paperless Board Packet</td>
</tr>
</tbody>
</table>

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:29 p.m.

MINUTES

These minutes were taken by Mrs. Julie Labie.

NEXT MEETING

The next regular meeting of the Board of School Trustees is scheduled for Tuesday, February 7, 2012 at 6:30 p.m. at the EACS Administration Building, 1240 State Road 930 East, New Haven, IN.

These minutes were approved and adopted by the East Allen County Schools Board of School Trustees on February 7, 2012.

EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES

________________________________________
Secretary
Information
Items
East Allen County Schools
Facilities Report
February 7, 2012
Facilities Report:

East Allen County Schools was formally organized in 1964 and is comprised of the eastern half of Allen County, which is composed of eleven (11) townships. The school district encompasses approximately 344 square miles, which is the tenth (10th) largest in the State of Indiana. The East Allen County Schools' buildings and grounds staff have to currently maintain twenty-one buildings, which currently covers more than 456 acres and 2,219,953 square feet of building space. East Allen County Schools’ buildings are comprised of one (1) PK-2 elementary school; one (1) K-2 elementary school; two (2) K-3 elementary schools; one (1) K-6 elementary school; one (1) 3-5 elementary school; one (1) 3-6 elementary school; two (2) 4-6 elementary schools; one (1) 6-8 middle school; one (1) 7-8 junior high; three (3) Jr./Sr. High Schools; one (1) high school; one (1) multi-use building (Park Hill); one (1) administration building; and one (1) maintenance/transportation center. The insured value of the buildings owned by East Allen County Schools is greater than $318,921,832. East Allen County Schools operates the following buildings:

<table>
<thead>
<tr>
<th>School</th>
<th>Grades</th>
<th>Original Construction</th>
<th>Square Footage</th>
<th>Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cedarville Elementary</td>
<td>K-3</td>
<td>1997</td>
<td>84,695</td>
<td>22.3</td>
</tr>
<tr>
<td>Heritage Elementary</td>
<td>K-6</td>
<td>1927</td>
<td>61,882</td>
<td>13.0</td>
</tr>
<tr>
<td>Highland Terrace Elementary</td>
<td>K-2</td>
<td>1967</td>
<td>64,164</td>
<td>15.0</td>
</tr>
<tr>
<td>Leo Elementary</td>
<td>4-6</td>
<td>1932</td>
<td>70,097</td>
<td>5.6</td>
</tr>
<tr>
<td>Meadowbrook Elementary</td>
<td>3-5</td>
<td>1961</td>
<td>72,250</td>
<td>14.0</td>
</tr>
<tr>
<td>Prince Chapman Academy</td>
<td>3-6</td>
<td>2002</td>
<td>142,130</td>
<td>20.0</td>
</tr>
<tr>
<td>Southwick Elementary</td>
<td>PK-2</td>
<td>1966</td>
<td>68,725</td>
<td>13.0</td>
</tr>
<tr>
<td>Woodlan Primary School</td>
<td>K-3</td>
<td>1973</td>
<td>54,360</td>
<td>12.7</td>
</tr>
<tr>
<td>Woodlan Intermediate School</td>
<td>4-6</td>
<td>housed in Woodlan Jr./Sr. High</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Park Hill Learning Center</td>
<td>Preschool</td>
<td>1947</td>
<td>71,530</td>
<td>5.4</td>
</tr>
<tr>
<td>New Haven Middle School</td>
<td>6-8</td>
<td>1954</td>
<td>134,041</td>
<td>6.6</td>
</tr>
<tr>
<td>Paul Harding Junior High</td>
<td>7-8</td>
<td>1973</td>
<td>247,335</td>
<td>96.0</td>
</tr>
<tr>
<td>Heritage Jr./Sr. High</td>
<td>7-12</td>
<td>1968</td>
<td>149,000</td>
<td>60.0</td>
</tr>
<tr>
<td>Leo Jr./Sr. High</td>
<td>7-12</td>
<td>1953</td>
<td>222,342</td>
<td>43.4</td>
</tr>
<tr>
<td>New Haven High</td>
<td>9-12</td>
<td>1977</td>
<td>203,743</td>
<td>36.3</td>
</tr>
<tr>
<td>Woodlan Jr./Sr. High</td>
<td>7-12</td>
<td>1958</td>
<td>245,000</td>
<td>67.0</td>
</tr>
<tr>
<td>Transportation/Maintenance</td>
<td>n/a</td>
<td>1985</td>
<td>45,472</td>
<td>4.8</td>
</tr>
<tr>
<td>Administrative Building</td>
<td>n/a</td>
<td>1960</td>
<td>8,320</td>
<td>1.7</td>
</tr>
<tr>
<td>Leo Property</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>80.0</td>
</tr>
<tr>
<td>Village Elementary</td>
<td>Alt. Ed.</td>
<td>1953</td>
<td>74,431</td>
<td>16.0</td>
</tr>
<tr>
<td>New Haven Elementary</td>
<td>Storage-Admin</td>
<td>1964</td>
<td>58,816</td>
<td>5.1</td>
</tr>
<tr>
<td>Harlan Elementary</td>
<td>Too be Sold</td>
<td>1955</td>
<td>78,421</td>
<td>17.9</td>
</tr>
<tr>
<td>Monroeville Elementary</td>
<td>Too be Sold</td>
<td>1913</td>
<td>63,199</td>
<td>4.0</td>
</tr>
</tbody>
</table>
Facilities Report (continued):

There are seventy-six (76) employees who support the educational process by keeping East Allen County School buildings clean and well maintained. The staff consists of: a Director; a Facilities Coordinator; Twelve (12) Maintenance Staff members whose duties cover the areas of HVAC, Electrical, Plumbing, Carpentry, Buildings & Grounds; and Six-two (62) Custodial Staff members who are assigned to the buildings.

A walk through review is performed yearly at all facilities to determine any needed structural repairs/changes as well as roof work, parking lot or sidewalk repairs, and other exterior work. Building principals provide input on specific concerns or requests for upgrades and appropriate improvements are then scheduled through the Capital Projects Plan.

The following projects occurred in calendar year 2011:

Cedarville Elementary
- Split Art Room into two Classrooms

Highland Terrace Elementary:
- Remodeled Restrooms in Classrooms (Qty 6)
- Replaced Flooring in Classrooms (Qty. 2)
- Installed Door Between Classrooms 19 and 21
- Removed two (2) Modulars (Trailers)
- Installed two (2) Bulletin Boards

Heritage Elementary:
- Built Time-Out Room
- Split Art Room
- Built Special Ed Room
- Installed Door in Kitchen
- New Computer Room Electrical

Leo Elementary:
- Replaced Hallway Flooring
- Moved Computer Room
- Removed Wall in Media Center Office Area
- Replaced Playground Backstop

Southwick Elementary:
- Replaced Courtyard Windows
- Moved Principal Office
- Replaced Stage Lighting
- Installed two (2) Bulletin Boards
Facilities Report (continued):

Woodlan Primary School:
- Built Special Ed Bathroom
- Created Special Ed Classroom out of Computer Lab

Prince Chapman Academy:
- Installed New Playground and moved Playground Equipment from Village

Heritage Jr./Sr. High:
- Split Classroom and Built Wall to divide the Classroom
- Installed Air Conditioning Unit
- Installed one hundred (100) New Lockers
- New Roof (Gym Area)

Leo Jr./Sr. High:
- Installed one hundred seventy (170) New Lockers
- Replaced three hundred (300) Lockers
- Expanded Bus Bullpen
- New Flooring in Rooms 310-313
- Replaced Two (2) Doors – Out Building
- Fire Alarm Replacement
- Major Repair to Football Bleachers

New Haven High:
- Replaced Lower Gym Bleachers
- Cement Work
- Installed New Lockers

Paul Harding Junior High:
- Re-sealed Track
- Cement Work
- Landscaping at Front Entrance

Woodlan Jr./Sr. High:
- Created two (2) Classrooms and Built two (2) Walls
- Moved Teacher Lounge
- Computer Lab Electrical
- Roof Replacement (Media and Office Areas)

Woodlan Intermediate School:
- Constructed New Elementary Office
- Built New Parking Lot and Installed New Parking Lot Lights
- Built New Playground and moved Harlan Playground Equipment
- Installed new Playground Fence
- Constructed New Media Center
Overview
The following report represents data collected for the DOE-SE Report from December 2011 and the CODA system. This summary is meant to provide a snapshot of SY 2010-11 and a comparison to SY 2011-2012.

Students
EACS experienced an overall increase on the State Funding Report of three students submitted in December 2011. Disability areas which saw increases were Orthopedic Impaired, Developmental Delay (ages 3-5), Language/ Speech Impaired, Autism, Traumatic Brain Injury, and Other Health Impaired. Decreases were seen in the categories of Multiple Handicaps, Blind and Low Vision, Deaf and Hard of Hearing, Specific Learning Disabilities, and Mild/Moderate Cognitive Disorders. Following is a three-year comparison of total educational disabilities from the State Funding Report:

<table>
<thead>
<tr>
<th>Year</th>
<th>Disabilities Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009-10</td>
<td>1268</td>
</tr>
<tr>
<td>2010-11</td>
<td>1309</td>
</tr>
<tr>
<td>2011-12</td>
<td>1312</td>
</tr>
</tbody>
</table>

Funding
The purpose of the December 1 Count (now submitted through the SE Report) is to generate additional state dollars to fund educational services for students with disabilities. EACS will receive a $38,831 decrease in funding for the 2012-13 school year based on the types of disabilities reported. A three-year comparison of this revenue is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Disabilities Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-11</td>
<td>$3,101,841</td>
</tr>
<tr>
<td>2011-12</td>
<td>$3,240,060</td>
</tr>
<tr>
<td>2012-13</td>
<td>$3,200,229</td>
</tr>
</tbody>
</table>

Additional funding for special education programs comes from the federal IDEA grant. Based on the December 1, 2010, the award for 2011-12 was $2,174,516 which was a decrease in federal Part B (611) grant funds of $29,934 from the previous year. From this amount, EACS is mandated to set aside $136,267.11 to provide support to students in non-public schools who have been found eligible for special education services. In addition, EACS was awarded $88,242 from Part B (619) for services to qualified preschool students. EACS was not found to be significantly disproportionate in 2010-2011 and was therefore released from the sanction of mandated spending for early intervening services from these grant awards.

New funding came into the district from the American Recovery and Reinvestment Act 2009. The 2010-11 school year was the final year to benefit from the original total award of $2,608,870 and all funds were expended for improved services, resources, and staff training.

IDOE Compliance Notifications
East Allen County Schools was notified in December 2011 that it does not have “Significant Discrepancy” in suspensions/expulsions of students with disabilities in racial/ethnic groups (Indicator 4B). This is because the number of African American students who were suspended/expelled more than 10 days in SY 10-11 was less than the minimum “N” size of 10.

East Allen County Schools was identified as having “Disproportionate Under Representation” of White students in special education category of Emotional Disability (Indicator 10). This is a new finding for the East Allen County Schools.

Additionally, a finding of “Disproportionate Over Representation” of African Americans students in the category of Cognitive Disability (Indicator 10) continues to be found. There continues to be a downward trend in the EACS
data. The USDOE has changed its methodology in determining the Risk Ratio for this data which may have impacted this finding. Academic and behavioral interventions are in place to address this finding.

Because the EACS has no finding of “Significant Discrepancy” in SY 2010-2011 there was no requirement to spend SY 2011-2012 IDEA funds on students who are not identified with disabilities.

**Legal Issues**
There were two Special Education Due Process Hearings filed against EACS in 2010-2011. The first was held in October 2010. EACS was the prevailing party in this case. The second was held on specified dates running from December 2010 to March 2011. In this case the Independent Hearing Officer (IHO) ruled that the school should provide educational compensation to the student even though EACS prevailed on all of the issues. The EACS has appealed the IHO’s order to the United States District Court, Northern District of Indiana, Fort Wayne Division, and is currently awaiting the Court’s decision.

**Staff**
EACS currently employs 140.6 FTE staff to provide mandated services to students with disabilities. This is a decrease of 11 staff members from the previous year and a total of 20.3 over the previous two years. Teachers include mild disabilities (26.7), severe disabilities (11), emotional disabilities/self-contained (4), job coach (1), itinerant (3.8), speech pathologists (9), early childhood (4), and program supervisors (3). Other support staff includes school psychologists (3), administrators (2), sign language interpreters (2), paraprofessionals (63.5), and secretarial support (3). Academic support staff includes occupational therapists (1), occupational therapy assistant (1), physical therapist (.6), physical therapy assistant (1), and mental health counselor (1).

**Professional Development**
Topical presentations on special education issues, including an Autism Academy, were developed in 2010-11 and offered to staff in 2012. As of January 22, 2012, 344 EACS staff members have voluntarily attended special education professional development activities beyond contract hours.

**Long Range Plans**
- The Special Education Department is currently on track to meet all timelines for improvement in special education services on the EACS Strategic Plan document.
- Investigation has begun regarding the potential of developing a program for students 18-22 with intense educational needs.

**Academic and Behavioral updates for Academic Year 2010-2011**
- Curriculum for secondary Life Skills Program district-wide was implemented and the second year of the curriculum was written ready for implementation in the Fall of 2011.
- Scholastic Reading Programs (READ 180) are in place at all Junior High and Middle Schools resulting in significant improvement in student achievement with Scholastic Reading Inventory and ISTEP.
- EACS posted its Thinking Errors curriculum to the Indiana Learning Connection establishing themselves as a resource for school districts throughout Indiana.
- PBL training and implementation was established in all Thinking Errors classes.
- Mind Play reading intervention programs have been expanded to all special education locations in the district with program data indicating that students are making significant growth in their reading levels.
- Ascend Math intervention program was piloted in all secondary schools with program data indicating that students are making significant growth in their math levels.
- Teachers have been trained to use the RAPS 360 reading assessment data to write meaningful IEP goals for students.
- Forms, training, and processes for Functional Behavior Assessments/Behavior Intervention Plans were developed to address behavioral concerns of students.
- Special Services partnered with Student Services in developing systems and strategies that resulted in the elimination of significant disproportionality for suspensions/expulsions of African American students.

Review of Special Education Program for 2010-2011
February 7, 2012 - Delong
Action Items
ACTION AGENDA

February 7, 2012

Board Agenda Item 12-0207-01

APPROVAL OF HUMAN RESOURCES REPORT

Background:
The State of Indiana requires the Board of School Trustees to approve employment, increase in employed time, reemployment, reduction in employed time, request for leave of absence, request for retirement, and termination of staff.

Recommendation:
That the Board of School Trustees approves the personnel actions listed on the attached report.

Karyle M. Green
Superintendent of Schools

Prepared: Peggy Rohrbacher
Approved: Peggy Rohrbacher
Budget: Kirby Stahly
Legal: 

[Signature]
CERTIFIED NEW HIRES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bethay, Derek</td>
<td>Teacher – LEHS (temp)</td>
<td>1/17/2012</td>
</tr>
<tr>
<td>Gabet, Lora</td>
<td>Teacher – NHMS (temp)</td>
<td>1/10/2012</td>
</tr>
<tr>
<td>Gruber, Sandra</td>
<td>Teacher – WOHS (.5 temp)</td>
<td>1/17/2012</td>
</tr>
</tbody>
</table>

CLASSIFIED NEW HIRES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fritz, Cindy</td>
<td>Technology Integrationist</td>
<td>2/13/2012</td>
</tr>
<tr>
<td>Hollis, Jr., Robert</td>
<td>Bus Driver</td>
<td>2/1/2012</td>
</tr>
<tr>
<td>Lake, Daniella</td>
<td>CRT-WOPS</td>
<td>1/25/2012</td>
</tr>
<tr>
<td>Larimore, Valarie</td>
<td>Educational Interpreter</td>
<td>1/17/2012</td>
</tr>
<tr>
<td>McKinnon, Gail</td>
<td>Bus Driver</td>
<td>1/31/2012</td>
</tr>
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</table>

CERTIFIED TERMINATIONS

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Blaugh, Susan</td>
<td>Teacher – LEHS</td>
<td>5/23/2012</td>
<td>Retirement</td>
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CLASSIFIED TERMINATIONS

<table>
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<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dawson, Cheryl</td>
<td>Bus Driver</td>
<td>1/23/2012</td>
<td>Retirement</td>
</tr>
<tr>
<td>Eichel, Megan</td>
<td>Food Service – LEHS</td>
<td>1/27/2012</td>
<td>Resignation</td>
</tr>
<tr>
<td>Gilford, Barb</td>
<td>Bus Driver</td>
<td>12/1/2012</td>
<td>Retirement</td>
</tr>
<tr>
<td>McAlexander, William</td>
<td>Bus Driver</td>
<td>6/3/2012</td>
<td>Retirement</td>
</tr>
</tbody>
</table>

CERTIFIED LEAVE OF ABSENCE

<table>
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<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reynolds, Linda</td>
<td>Speech/Language – CEEL</td>
<td>2/7/2012 – 2/16/2012</td>
<td>FMLA extension</td>
</tr>
<tr>
<td>*Stayton, Amber</td>
<td>Teacher – LEEL</td>
<td>2/24/2012 – 5/23/2012</td>
<td>FMLA</td>
</tr>
</tbody>
</table>

CLASSIFIED LEAVE OF ABSENCE

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kline, Larry</td>
<td>Bus Driver</td>
<td>2/13/2012 (.5pm) – 3/31/2012</td>
<td>Medical Leave</td>
</tr>
</tbody>
</table>

* If inclement weather make-up days are added, retirement/leave date will be the last day of student attendance.
ACTION AGENDA

February 7, 2012

Board Agenda Item 12-0207-02

APPROVE CONSOLIDATED REGISTER OF CLAIMS; DISTRIBUTION OF PAYROLL; GIFT AND DONATIONS; AND FINANCIAL STATEMENT

Background:

The State of Indiana requires the Board of School Trustees approve and ratify the payment of all bills and authorize the issuance of checks; distribution of payroll; the acceptance of all gifts and donations; tuition transfers and the financial statement of the Corporation.

Recommendation:

That the Board of School Trustees accepts and/or approves the consolidated register of claims; distribution of payroll, gifts and donations; tuition transfers; and the financial statement.

Karyle M. Green
Superintendent of Schools

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: Kirby Stahly
Legal: ____________________________
FINANCIAL SUMMARY REPORT
REGULAR BOARD MEETING
FEBRUARY 7, 2012

ACCOUNTS PAYABLE VOUCHER INFORMATION

Vendor Claims 269031-269183

Total Amount $317,991.38

DONATIONS, GIFTS, AND EXTRACURRICULAR EXPENDITURES

Donation

Prince Chapman Academy requests Board approval to accept a donation in the amount of $1,330.25 from Trier Ridge Community Church, Inc.. As specified, these funds are for PCA’s library fund to purchase books for students.

Gift

Woodlan Jr./Sr. High School requests Board approval to accept a donation of a Musser M7360 4.3 Mar/MBA Kecon Bar/All-Terrain Cart, with an approximate retail value of $9,085.00, from the Woodlan Band Booster Club. As specified, this cart will be used by the Woodlan Band.
ACTION AGENDA

February 7, 2012

APPROVAL OF MEETINGS AND CONFERENCES REQUESTS

Background:

Employees of the East Allen County Schools participate in professional development opportunities that correspond to the goals and mission of our district’s curricular program. Prior to the expenditures established through Board policy, it is required that the Board of School Trustees approve all requests to attend meetings and conferences.

Recommendation:

That the Board of School Trustees approves the Meetings and Conferences Requests in the attached report.

Karyle M. Green
Superintendent of Schools

Prepared: Robin Amstutz
Approved: Karyle Green
Budget: 
Legal: 
Meetings and Conferences
The following meetings and/or conference requests are information items, which are to be made a part of the Board minutes:

<table>
<thead>
<tr>
<th>Date</th>
<th>Attendee(s)</th>
<th>Building</th>
<th>Conference/Location</th>
<th>Backup Information/Account</th>
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<tbody>
<tr>
<td>January 20, 2012</td>
<td>Christi Smeltzley, Jody Smith</td>
<td>LEHS</td>
<td>AP Potential Workshop, Churubusco</td>
<td>Released time</td>
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<tr>
<td>January 24, 2012</td>
<td>Eric Bultemeier, Allison Johnson, Steve Walter</td>
<td>HEHS</td>
<td>Transition Meeting, PHJJ</td>
<td>Released time, 010-25400-58000-0004</td>
</tr>
<tr>
<td>January 24, 2012</td>
<td>Matthew Smith</td>
<td>HEHS</td>
<td>Math Pilot Collaboration, PHLC</td>
<td>Released time, AM, 010-25400-13000-0004</td>
</tr>
<tr>
<td>January 24, 2012</td>
<td>Carrie Shappell</td>
<td>LEEL</td>
<td>Math Pilot Collaboration, PHLC</td>
<td>Released time, AM, 010-25400-13000-0004</td>
</tr>
<tr>
<td>January 24, 2012</td>
<td>Mike Walter</td>
<td>LEHS</td>
<td>Math Pilot Collaboration, PHLC</td>
<td>Released time, AM, 010-25400-13000-0004</td>
</tr>
<tr>
<td>January 24, 2012</td>
<td>Gretchen Grau</td>
<td>NHMS</td>
<td>Math Pilot Collaboration, PHLC</td>
<td>Released time, AM, 010-25400-13000-0004</td>
</tr>
<tr>
<td>January 24, 2012</td>
<td>Cathy Pautz</td>
<td>WOHS</td>
<td>Math Pilot Collaboration, PHLC</td>
<td>Released time, AM, 010-25400-13000-0004</td>
</tr>
<tr>
<td>January 27, 2012</td>
<td>Britt Magnuson</td>
<td>STSV</td>
<td>PBIS Training, Wabash</td>
<td>Released time, mileage, 010-22110-58000-0004</td>
</tr>
<tr>
<td>January 31, 2012</td>
<td>Chris Hissong</td>
<td>ADMN</td>
<td>RISE training for primary and secondary evaluators, Decatur</td>
<td>Released time, AM, registration, mileage, 12-010-24900-58000-0008</td>
</tr>
<tr>
<td>January 31, 2012</td>
<td>Marilyn Hissong</td>
<td>PHLC</td>
<td>RISE-Teacher Evaluation System, Decatur</td>
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</tr>
<tr>
<td>January 31, 2012</td>
<td>Tonya Buras-Cohrs</td>
<td>WOHS</td>
<td>Sectional Meeting, Garrett</td>
<td>Released time</td>
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<tr>
<td>February 3, 2012</td>
<td>Janice Aniker</td>
<td>PHLC</td>
<td>Accompany students to the Starkey Hearing Foundation event, Indianapolis</td>
<td>Released time, PM</td>
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<tr>
<td>February 3, 2012</td>
<td>Joe Trent</td>
<td>SPSV</td>
<td>Starkey Hearing Foundation, Indianapolis</td>
<td>Released time, meals, 524-12230-58000-0012</td>
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<tr>
<td>February 8, 2012</td>
<td>Nicole Singer</td>
<td>WOHS</td>
<td>MGIA, Fort Wayne</td>
<td>Released time, PM</td>
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<tr>
<td>February 9, 2012</td>
<td>Kristina Connally</td>
<td>HIEL</td>
<td>Evaluating Your School Reading Program, Decatur</td>
<td>Released time, registration, mileage, 010-25400-58000-0004</td>
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<tr>
<td>February 9, 2012</td>
<td>Marilyn Hissong</td>
<td>PHLC</td>
<td>Evaluating Your School Reading Program, Decatur</td>
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<tr>
<td>February 9, 2012</td>
<td>Mandy Baker</td>
<td>WOPS</td>
<td>Evaluating Your School Reading Program, Decatur</td>
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<td>February 13, 2012</td>
<td>Connie Brown</td>
<td>SPSV</td>
<td>Visit two different programs for students age 18-21 w/moderate disabilities, Goshen &amp; Angola</td>
<td>Released time, meals, 010-21890-580-012</td>
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<tr>
<td>February 14, 2012</td>
<td>Matthew Smith</td>
<td>HEHS</td>
<td>Math Pilot Collaboration, PHLC</td>
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<tr>
<td>February 14, 2012</td>
<td>Carrie Shappell</td>
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<td>Math Pilot Collaboration, PHLC</td>
<td>Released time, PM, 010-25400-13000-0004</td>
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<tr>
<td>February 14, 2012</td>
<td>Mike Walker</td>
<td>LEHS</td>
<td>Math Pilot Collaboration, PHLC</td>
<td>Released time, PM, 010-25400-13000-0004</td>
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<td>February 14, 2012</td>
<td>Gretchen Grau</td>
<td>NHMS</td>
<td>Math Pilot Collaboration, PHLC</td>
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<tr>
<td>February 14, 2012</td>
<td>Cathy Pautz</td>
<td>WOHS</td>
<td>Math Pilot Collaboration, PHLC</td>
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<td>February 15, 2012</td>
<td>Kirby Stahy</td>
<td>ADMN</td>
<td>IASBO-Transitioning Classrooms from Print to Digital: Total Costs and Value, Plainfield</td>
<td>Released time, registration, mileage, 010-25110-580-007</td>
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<td>February 16, 2012</td>
<td>David Myers</td>
<td>NHHS</td>
<td>Restorative Leadership Mtg., PHLC</td>
<td>Released time, AM, 010-25400-13000-0004</td>
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<tr>
<td>February 22, 2012</td>
<td>Karyle Green</td>
<td>ADMN</td>
<td>UWVSSC Legislator Meeting, Indianapolis</td>
<td>Released time, lodging, 010-23210-580-001</td>
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<td>February 22-24, 2012</td>
<td>Connie DeLong</td>
<td>SPSV</td>
<td>ICASE Spring Conference, Indianapolis</td>
<td>Released time, registration, lodging, meals, 010-21810-58000-0012</td>
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<td>February 23, 2012</td>
<td>Becky Christensen</td>
<td>HEHS</td>
<td>Classroom Management &amp; Literacy Stations, Decatur</td>
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<td>February 23, 2012</td>
<td>Danielle Newman</td>
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<td>Classroom Management &amp; Literacy Stations, Decatur</td>
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<td>February 24, 2012</td>
<td>Nicole Singer</td>
<td>WOHS</td>
<td>IASP Fall Conference Planning, Indianapolis</td>
<td>Released time, registration</td>
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<td>February 24-26, 2012</td>
<td>Michael Shirey</td>
<td>HEHS</td>
<td>Indiana Young Farmer Convention, Trafalgar</td>
<td>Released time, registration, lodging, meals, mileage, 010-11410-58001-0070, 010-11410-580-0070</td>
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<td>March 1, 2012</td>
<td>Chris Hissong</td>
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<td>RISE training for primary and secondary evaluators, Decatur</td>
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<td>March 1, 2012</td>
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<td>RISE-Teacher Evaluation System, Decatur</td>
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<td>March 2, 2012</td>
<td>Natalie Drummond</td>
<td>PCA</td>
<td>INTESOLE ESL Leadership, Indianapolis</td>
<td>Released time, mileage, 351-22120-580-009</td>
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<td>March 6, 2012</td>
<td>Julie Labie</td>
<td>ADMN</td>
<td>Steel Case, Inc., Michigan</td>
<td>Released time, registration</td>
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<td>March 8, 2012</td>
<td>Karyle Green</td>
<td>ADMN</td>
<td>IAPSS Winter Seminar, Plainfield</td>
<td>Released time, registration, 010-23210-580-001</td>
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<td>March 8, 2012</td>
<td>David Bischoff</td>
<td>NHHS</td>
<td>AP History/Comp Workshop, IPFW</td>
<td>Released time, registration, High Ability Grant</td>
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<td>March 8, 2012</td>
<td>James Rowland</td>
<td>NHHS</td>
<td>AP Literature/Comp Workshop, IPFW</td>
<td>Released time, registration, High Ability Grant</td>
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<td>March 12-13, 2012</td>
<td>Mary Young</td>
<td>PHLC</td>
<td>Early Childhood Conference, Indianapolis</td>
<td>Released time, registration, lodging, meals, mileage, 010-12810-58000-0012</td>
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<td>March 13, 2012</td>
<td>Matthew Smith</td>
<td>HEHS</td>
<td>Math Pilot Collaboration, PHLC</td>
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<td>March 13, 2012</td>
<td>Carrie Shappell</td>
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<td>Math Pilot Collaboration, PHLC</td>
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<td>Mike Walter</td>
<td>LEHS</td>
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<td>NHMS</td>
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<td>March 13, 2012</td>
<td>Cathy Pautz</td>
<td>WOHS</td>
<td>Math Pilot Collaboration, PHLC</td>
<td>Released time, AM, 010-25400-13000-0004</td>
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<tr>
<td>March 27-30, 2012</td>
<td>Joe Trent</td>
<td>SPSV</td>
<td>CPI: Non-Violent Crisis Intervention, Indianapolis</td>
<td>Released time, registration, lodging, meals, mileage, 524-12230-58000-0012</td>
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<td>March 29-30, 2012</td>
<td>Norm Meitel</td>
<td>HEHS</td>
<td>National Science Teachers Assoc. Convention, Indianapolis</td>
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<td>April 17, 2012</td>
<td>Matthew Smith</td>
<td>HEHS</td>
<td>Math Pilot Collaboration, PHLC</td>
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<td>April 17, 2012</td>
<td>Carrie Shappell</td>
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<td>Math Pilot Collaboration, PHLC</td>
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<td>April 17, 2012</td>
<td>Mike Walker</td>
<td>LEHS</td>
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<td>April 17, 2012</td>
<td>Cathy Pautz</td>
<td>WOHS</td>
<td>Math Pilot Collaboration, PHLC</td>
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<td>April 19, 2012</td>
<td>David Myers</td>
<td>NHHS</td>
<td>Restorative Leadership Mtg., PHLC</td>
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<tr>
<td>May 1-4, 2012</td>
<td>Natalie Drummond</td>
<td>PCA</td>
<td>Restorative Conference Training of Trainers for Circles, Pennsylvania</td>
<td>Released time, registration, lodging, airfare, meals, misc., 524-21110-58000-0012</td>
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<td>May 1-4, 2012</td>
<td>Jenny Snyder</td>
<td>SPSV</td>
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<td>May 1-4, 2012</td>
<td>Deborah Gibson</td>
<td>STSV</td>
<td>Restorative Conference Training of Trainers for Circles, Pennsylvania</td>
<td>Released time, registration, lodging, airfare, meals, misc., 524-21110-58000-0012</td>
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<td>May 7-10, 2012</td>
<td>Jeff Studebaker</td>
<td>STSV</td>
<td>Restorative Justice Training of Trainers: Facilitating Restorative</td>
<td>Released time, registration, lodging, airfare, meals, misc., 524-21110-58000-0012</td>
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<tr>
<td>Date</td>
<td>Name</td>
<td>Agency</td>
<td>Event Description</td>
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<tr>
<td>May 10, 2012</td>
<td>Chris Hissong</td>
<td>ADMN</td>
<td>RISE training for primary and secondary evaluators, Decatur</td>
<td>Released time, AM, registration, mileage, 12-010-24900-58000-0008</td>
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<td>May 10, 2012</td>
<td>Marilyn Hissong</td>
<td>PHLC</td>
<td>RISE-Teacher Evaluation System, Decatur</td>
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<td>May 15, 2012</td>
<td>Matthew Smith</td>
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<td>Math Pilot Collaboration, PHLC</td>
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<td>Math Pilot Collaboration, PHLC</td>
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<td>Math Pilot Collaboration, PHLC</td>
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<td>Math Pilot Collaboration, PHLC</td>
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<td>June 15, 2012</td>
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<td>RISE training for primary and secondary evaluators, Decatur</td>
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<td>June 15, 2012</td>
<td>Marilyn Hissong</td>
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<td>RISE-Teacher Evaluation System, Decatur</td>
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<td>TBA</td>
<td>Troy Guenin, David Myers</td>
<td>NHHS</td>
<td>Restorative Leadership Meeting, PHLC</td>
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<td>TBA</td>
<td>Barry Ehle</td>
<td>WOHS</td>
<td>Restorative Practices, PHLC</td>
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</tbody>
</table>
ACTION AGENDA

February 7, 2012

Board Agenda Item 12-0207-04

APPROVE CONTRACT WITH SCHOOL IMPROVEMENT NETWORK

Background:

Prince Chapman Academy is required to set aside a portion of their Title I resources for professional development. PD 360 Professional Development On-Demand is a web-based, on-demand learning resource that supports teachers by providing ideas, instructional strategies and real classroom examples on demand. Content includes differentiated instruction, English Language Learners, classroom management, and working with students of special needs.

Recommendation:

That the Board of School Trustees approves the contract with School Improvement Network in the amount of $3,495.00.

Karyle M. Green
Superintendent of Schools

| Prepared: | Britt Magnesson |
| Approved: | Britt Magnesson |
| Budget: | 411-22120-312-064 |
| Legal: | |
AGREEMENT

This Agreement is entered into this ___ day of January, 2012, by and between the East Allen County Schools and

School Improvement Network, 32 West Center Street, Midvale, UT 84047

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. School Improvement Network will perform certain services for and on behalf of the East Allen County Schools. These services are described as PD360: 1 Year Subscription-Web based, on-demand professional learning resource and will be performed on the following dates: one year subscription

2. In return for the services described above, the East Allen County Schools agrees to pay the person performing the services as follows: $3,495.00 This rate is not subject to any other contract between the two parties.

3. The agreement outlining the services to be provided must be attached to this document and include all reimbursable expenses.

4. Persons performing services pursuant to this Agreement understand that they are considered independent contractors and not employees of the East Allen County Schools, and that they are not covered by insurance of any nature or entitled to benefits of any nature other than the payment described in Paragraph 2 above.

5. If any persons performing services pursuant to this Agreement are employed in any other capacity by the East Allen County Schools, services outlined above will be performed at times other than during their regularly scheduled working hours.

6. Persons performing services pursuant to this Agreement will submit all claim forms and other documents as deemed necessary by East Allen County Schools for payment of the claim.

7. The undersigned official of the East Allen County Schools certifies that there is an unobligated balance in each of the necessary appropriations which is sufficient to pay for the above services.


"To exercise any other power and make any expenditure in carrying out its general powers and purposes provided in sec. 201 (P. 28-1709) or in carrying out the powers delineated in this sec. 202 which is reasonable from a business or educational standpoint in carrying out school purposes of the school corporation, including but not limited to the acquisition of property or the employment or contracting for services, even though such power or expenditure shall not be specifically set out herein; ..."

EAST ALLEN COUNTY SCHOOLS

Date of Signature

Chief Financial Officer

Superintendent

Account Number: 4111 - 22120 - 312 - 064

EACS Employee Administering This Agreement: Britt Magnesson

PERSON OR FIRM PROVIDING SERVICES

Date of Signature

Signature

Title

EACS Fi-15 E
S/06 (R)
ACTION AGENDA

February 7, 2012
Board Agenda Item 12-0207-05

APPROVE APPLICATION AND RECEIPT OF FUNDS
FOR JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG)

Background:

Juvenile Accountability Block Grant (JABG) is a grant available in two (2) forms: an allocation to eligible Indiana counties (based upon their violent crime data and current operating criminal justice expenditures data) and as a competition. There are six (6) purpose areas and EACS has selected Restorative Justice. EACS (implementing agency) has collaborated with Allen Superior Court representatives (fiscal) to submit an allocation request. And, EACS has submitted a request through the competition portion as the fiscal agent and implementing agency. The support received, if any, will be used to hire at least one EACS Restorative Manager.

Recommendation:

That the Board of School Trustees approves the application and receipt funds for the Juvenile Accountability Block Grant applications.

Karyle M. Green
Superintendent of Schools

 Prepared: Rose Fritzinger

 Approved: Britt Magnesson

 Budget: 

 Legal: 
Abstract

Indiana Criminal Justice Institute
(funded through the Office of Juvenile Justice and Delinquency Prevention: OJJDP)
Requesting Support for Restorative Justice through Juvenile Accountability Block (JABG)

The Juvenile Accountability Block Grant (JABG) is a grant that is available in two (2) forms: one as an allocation to eligible counties throughout Indiana (based upon their violent crime data and current operating criminal justice expenditures data) and one as a grant competition to eligible entities. The purpose of the JABG program is to “Reduce juvenile offending through accountability-based programs focused on juvenile offenders and the juvenile justice system.” There are six (6) purpose areas and EACS has selected Restorative Justice as the critical purpose area on which to focus program requests.

East Allen County Schools’ representatives have received approval from appropriate Allen Superior Court representatives that EACS will be the beneficiary of the entire Allen County allocation (amount of $33,078). EACS will work with Allen County representatives to complete the application required for that allocation to be received. Allen Superior Court will serve as the legal applicant and EACS will serve as the implementing agency. The Allen County JABG allocation application will focus on the provision of Restorative Justice programming in EACS.

East Allen County Schools’ representatives will complete a separate JABG application under the competitive portion of this grant to request funds for the Restorative Justice initiative in EACS. In the EACS application, the request will be for funds to hire a Restorative Practices Manager for SY12/13. The current four (4) EACS Restorative Practices Managers (SY11/12) are provided through Title I American Recovery and Reinvestment Act (ARRA) funds that will lapse prior to SY12/13.

East Allen County Schools respectfully requests approval to work in partnership with Allen Superior Court representatives to request and receive, if approved, the above-described support for EACS Restorative Justice program from the Indiana Criminal Justice Institute in the form of JABG funding. Allen County will serve as the legal applicant (fiscal recipient) of the JABG allocation ($33,078) and EACS will serve as the legal and implementing agency for the competitive portion of this JABG funding wherein we will request $20,000. All JABG funds, if approved, will provide for one EACS Restorative Practices Manager for the term of these awards.
ACTION AGENDA

February 7, 2012

Board Agenda Item 12-0207-06

APPROVE CONTRACT WITH VERLEAISH JONES

Background:
Verleaish Jones coordinates the after school drug prevention program, Afternoon Rocks, for Prince Chapman Academy. This program runs from January through March, 2012. The contract is to be able to purchase supplies and pay stipends to those providing hourly services per the grant.

Recommendation:
That the Board of School Trustees approves the contract with Verleaish Jones.

Karyle M. Green
Superintendent of Schools

Prepared: Britt Magneson
Approved: Britt Magneson
Budget: 395-11100-312-064
Legal: 

EAST ALLEN COUNTY SCHOOLS  
1240 State Rd, 930 East, New Haven, Indiana 46774  

AGREEMENT  

This Agreement is entered into this 12th day of Jan., 2012, by and between the East Allen County Schools and  

Verleigh Jones  6212 Hessen Cassel Rd.  

Name  Social Security 

Address  

In consideration of the mutual covenants contained herein, the parties agree as follows:  

1. Verleigh Jones will perform certain services for and on behalf of the East Allen County Schools. These services are described as afterschool drug prevention program - PCA and will be performed on the following dates: Jan. 25 - Mar. 13, 2012.  

2. In return for the services described above, the East Allen County Schools agrees to pay the person performing the services as follows: $10,000. This rate is not subject to any other contract between the two parties.  

3. The agreement outlining the services to be provided must be attached to this document and include all reimbursable expenses.  

4. Persons performing services pursuant to this Agreement understand that they are considered independent contractors and not employees of the East Allen County Schools, and that they are not covered by insurance of any nature or entitled to benefits of any nature other than the payment described in Paragraph 2 above.  

5. If any persons performing services pursuant to this Agreement are employed in any other capacity by the East Allen County Schools, services outlined above will be performed at times other than during their regularly scheduled working hours.  

6. Persons performing services pursuant to this Agreement will submit all claim forms and other documents as deemed necessary by East Allen County Schools for payment of the claim.  

7. The undersigned official of the East Allen County Schools certifies that there is an unobligated balance in each of the necessary appropriations which is sufficient to pay for the above services.  


"To exercise any other power and make any expenditure in carrying out its general powers and purposes provided in sec. 201 (P. 28-1709) or in carrying out the powers delineated in this sec. 202 which is reasonable from a business or educational standpoint in carrying out school purposes of the school corporation, including but not limited to the acquisition of property or the employment or contracting for services, even though such power or expenditure shall not be specifically set out herein; ..."  

EAST ALLEN COUNTY SCHOOLS  

Date of Signature  

Chief Financial Officer  

Superintendent  

Account Number: 395 - 1100 - 312 - 064  

EAC9 Employee Administering This Agreement:  

PERSON OR FIRM PROVIDING SERVICES  

Date of Signature  

Signature  

Title  

Account  

EAC9 F-15 E  
5/06 (R)
ACTION AGENDA

February 7, 2012

Board Agenda Item 12-0207-07

APPROVE SCHOOL CALENDAR FOR 2012-13

Background:

Each year, East Allen County Schools enters into discussion with the East Allen Educators Association to review and provide input into the school year calendar. This process has taken place and the attached calendar is being recommended for approval. Teachers will begin August 13, 2012. Students first day is August 14. Semesters are equal with 90 days each. The Christmas break is back to two weeks this year and Spring break is the first full week of April. An anticipated end date for students is May 24, 2014 provided there are no emergency school cancellations.

Recommendation:

That the Board of School Trustees approves the school calendar for 2012-2013.

Karyle M. Green
Superintendent of Schools

Prepared: Chris Hissong
Approved: Karyle Green
Budget:
Legal:
<table>
<thead>
<tr>
<th>Month</th>
<th>Mon</th>
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**Student Registration Begins:**
August 1, 2012

**First Day of Student Attendance**
August 14, 2012

**Semester Grading Periods**

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<tr>
<th>Period</th>
<th>Dates</th>
<th>Days</th>
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<td>First Semester</td>
<td>8/14/12 - 10/17/12</td>
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<td></td>
<td>10/18/12 - 12/21/12</td>
<td>45</td>
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<tr>
<td>Total</td>
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<td>90</td>
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<td>Second Semester</td>
<td>1/7/13 - 3/13/13</td>
<td>45</td>
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<td></td>
<td>3/14/13 - 5/24/13</td>
<td>45</td>
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<tr>
<td>Total</td>
<td></td>
<td>90</td>
</tr>
</tbody>
</table>

**Days Without Student Attendance**

- **B** = ½ building in-service, ½ teacher work day
- **B** = ½ district work in building, ½ teacher work day
- **L** = Labor Day
- **SI** = System-wide In-service
- **TH** = Thanksgiving Recess
- **Winter Recess**
- **MLK** = Martin Luther King Jr. Day
- ***PD** = Presidents’ Day
- **GF** = Good Friday
- **Spring Break**
- **M** = Memorial Day
- **C** = Collaboration (1/2 Hour Early Dismissal)
- ( ) = Teacher Collaboration Days
- * = Possible Make-up Days

**Kindergarten Round-up**
TBD

**Parent Teacher Conferences**
TBD – Teachers are required to work the equivalent of one day for scheduled parent/teacher conferences.

**State Testing Days**
ISTEP – (3/4-3/13 and 4/29-5/8) Blue

**Graduation** - June 7, 2013
Presidents’ Day will be used as a make-up day if there are school cancellations prior to that date. If needed, additional school days will be added beginning May 28, 2013.

Teacher Collaboration Days are subject to change.

**Approved** __________________________
New Business
EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES
NOTICE OF REGULAR MEETINGS
JULY 2012 – JULY 2013

ADMINISTRATION BUILDING BOARD ROOM
1240 State Road 930 East, New Haven, IN 46774
6:30 P.M.

DATE OF MEETING

**+Tuesday, July 17, 2012
   Tuesday, August 7, 2012
+Tuesday, August 21, 2012
   Tuesday, September 4, 2012
   Tuesday, September 18, 2012
   Tuesday, October 2, 2012
   Tuesday, October 16, 2012
**Tuesday, November 13, 2012
**Tuesday, November 27, 2012
   Tuesday, December 18, 2012
**Tuesday, January 8, 2013
**Tuesday, January 22, 2013
   Tuesday, February 5, 2013
   Tuesday, February 19, 2013
   Tuesday, March 5, 2013
   Tuesday, March 19, 2013
   Tuesday, April 16, 2013
   Tuesday, May 7, 2013
   Tuesday, May 21, 2013
   Tuesday, June 4, 2013
   Tuesday, June 18, 2013

EACS meetings of the Board of School Trustees are generally scheduled on the 1st and 3rd Tuesday of each month. Only one meeting is held during the months of April, July and December. **Indicates meetings that are a departure from regularly scheduled 1st and 3rd Tuesday Board meetings. Changes are made to the schedule of meetings as necessary. Meetings specifically established for budget presentations are denoted by +.

================================================================================

NOTE: EACS board meetings may occasionally be moved to another location to accommodate an anticipated larger audience.

Board Adopted:
CONSORTIUM / THIRD PARTY ADMINISTRATOR
AGREEMENT

This Agreement is made by and between Parkview Occupational Health Centers, Inc., an Indiana nonprofit corporation (hereinafter referred to as “Third-Party Administrator” or “TPA”), and East Allen County Schools (hereinafter called “Employer”).

WITNESSETH:

WHEREAS, TPA provides a variety of drug and alcohol testing services to employers and TPA agrees to perform these administrative tasks in conjunction with the Employer’s operation of its drug and alcohol testing programs; and

WHEREAS, the Employer is responsible for compliance with the Department of Transportation regulations governing drug and alcohol testing programs (as identified in 49 CFR Part 40 and Part 382, relating to Transportation Workplace Drug Testing Programs and Post Accident / Reasonable Suspicion drug and alcohol testing (hereinafter the “Regulations”); and

WHEREAS, Employer desire to have TPA provide services in conjunction with the Regulations, and as are specifically identified by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and such other good and valuable consideration, the parties hereto agree as follows:

1. **Roles and Responsibilities.** TPA and Employer agree to perform the following services, as identified by the table below, in order to comply with the Regulations:

<table>
<thead>
<tr>
<th>Responsibility</th>
<th>Employer</th>
<th>TPA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate of Enrollment</td>
<td></td>
<td>TPA shall place employees in a pool (consortium) facilitating scientific, random selection for required testing frequency. TPA will then provide a Certificate documenting the Employer’s participation in this Consortium.</td>
</tr>
<tr>
<td>Random Selection</td>
<td></td>
<td>TPA shall make selection and provide notification letters for those who are to be tested to Employer.</td>
</tr>
<tr>
<td>Employee Notification of Random Selection</td>
<td>Employer shall distribute notification letters for employees identified.</td>
<td></td>
</tr>
<tr>
<td>Responsibility</td>
<td>Employer</td>
<td>TPA</td>
</tr>
<tr>
<td>----------------------------------------------</td>
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<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Drug and Alcohol Test Sites</td>
<td>Employer shall identify a secure and confidential way to receive test results from TPA.</td>
<td>TPA shall provide a listing of collection site locations.</td>
</tr>
<tr>
<td>Notification of Results</td>
<td>Employer determines whether to refer an employee to a Substance Abuse Professional or terminate the employee who tests positive, violating the Regulations.</td>
<td>TPA shall provide test results ASAP and in a secured and confidential way, as is directed by Employer.</td>
</tr>
<tr>
<td>Medical Review Officer Review</td>
<td></td>
<td>TPA will provide a Medical Review officer certification for test results.</td>
</tr>
<tr>
<td>Referral to a Substance Abuse Professional</td>
<td></td>
<td>TPA shall provide a list of Substance Abuse Professionals in the Employer's area.</td>
</tr>
<tr>
<td>Follow-Up Testing</td>
<td>Employer shall be responsible to insure that employees do not resume their safety sensitive role prior to the approval of the Substance Abuse Professional.</td>
<td>TPA shall provide follow-up testing notification and results monitoring as has been requested by the Substance Abuse Professional, on the request of the Employer.</td>
</tr>
<tr>
<td>Record Retention</td>
<td>The Employer is the primary custodian of the records as are created and identified by this Agreement. These records shall be made available for review / audit as required by law.</td>
<td>TPA shall retain a copy of those documents created and supplied pursuant to this Agreement, as required by law.</td>
</tr>
<tr>
<td>Provide Designated Employer Representative and Alternate</td>
<td>Employer shall designate the Designated Employer Representative, and Alternate (if any), who shall be available 24-hours per day.</td>
<td>TPA shall identify the Designated Employer Representative on all records and chain of custody forms.</td>
</tr>
<tr>
<td>Reporting of Results in a Management Information System</td>
<td>For all forms prepared by the TPA, the Employer Designated Employer Representative shall certify the accuracy and completeness of the Management Information System report.</td>
<td>TPA shall timely complete all Management Information System reports, as are required, in the required formats.</td>
</tr>
<tr>
<td>Audit Support</td>
<td>Employer shall be ultimately responsible for the outcome of any audit.</td>
<td>TPA shall provide verification of compliance, participant names and such other information as auditors may request.</td>
</tr>
<tr>
<td>Responsibility</td>
<td>Employer</td>
<td>TPA</td>
</tr>
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<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>DOT Consortium ID Cards</td>
<td></td>
<td>A TPA Identification Card shall be provided to each registered participant.</td>
</tr>
<tr>
<td>Collection Kit</td>
<td></td>
<td>TPA shall provide one kit for each registered participant who is being tested, except in the event of a Post-Accident test as requested.</td>
</tr>
<tr>
<td>Pre-Employment Testing</td>
<td>Employers are required to test all new employees, who must have a negative test result, in compliance with DOT Regulations before beginning safety sensitive work.</td>
<td>The TPA shall identify the local collection sites, provide the applicable forms and shall provide test results to Employer.</td>
</tr>
<tr>
<td>Changes in the Employer's Roster of Safety Sensitive Employees</td>
<td>Employer shall provide to the TPA an on-going and timely list of all safety sensitive employees, with appropriate identifying information (e.g. social security number / date of birth).</td>
<td>TPA shall update its consortium pool of Employer registered participants.</td>
</tr>
<tr>
<td>Quarterly Employee Roster</td>
<td>Notwithstanding the notification requirements set forth above, the Employer shall provide a current roster of safety sensitive employees on or about the following dates each year: January 15; April 15; July 15 and October 15.</td>
<td>TPA shall identify from the Quarterly Employee Roster any new Employer registered participants.</td>
</tr>
<tr>
<td>Forms</td>
<td>Employer shall request of TPA those forms that may be required.</td>
<td>TPA shall provide to Employer such forms as Employer shall reasonably request.</td>
</tr>
<tr>
<td>Reasonable Suspicion Testing</td>
<td>The Employer shall determine whether Reasonable Suspicion Testing will be conducted.</td>
<td>TPA shall assist Employer in answering questions related to Reasonable Suspicion Testing.</td>
</tr>
<tr>
<td>Employee Training</td>
<td>Employer shall provide training to its employees about the Regulations.</td>
<td>TPA shall provide materials to support Employers' education on Regulations.</td>
</tr>
<tr>
<td>Supervisor Training</td>
<td>Employer shall provide training to its supervisors regarding Regulations.</td>
<td>TPA shall provide a training program, with compliance testing and certification, for Employer's supervisors.</td>
</tr>
</tbody>
</table>
2. **Ongoing Compliance.** Notwithstanding the foregoing, Employer and TPA shall address those obligations as are set forth in 49 CFR Part 40 and Part 382, as such Regulations may from time to time be amended and revised.

3. **Lab Testing.** For those lab tests that are not performed by TPA, Employer agrees to forward to TPA all reports for employees included in the TPA’s Consortium.

4. **DER Designation.** Employer designates as its Designated Employer Representative (and Alternate, if appropriate), the following, with the telephone number provided for notification:

5. **TPA Charges for Services.** Employer shall pay TPA an annual Consortium membership fee as follows, based on the number of Employer registered participants during the year:

<table>
<thead>
<tr>
<th>Number of Registered Participants</th>
<th>Fee</th>
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<tbody>
<tr>
<td>1 – 14</td>
<td>$80.00 / year</td>
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<tr>
<td>15 – 99</td>
<td>$99.00 / year</td>
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<tr>
<td>100+</td>
<td>$125.00 / year</td>
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<td><strong>Fee</strong> $125.00</td>
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</table>

(includes Medical Review Officer Review, reports and collection kits (except Post-Accident) and does not include lab test costs.)

Lab Tests performed by TPA shall be billed as follows:

- Regulation’s 5 Panel Test: $29.00
- Evidential Breath Alcohol Testing: $23.00
- Post Accident Drug and Alcohol Test: Charged to Employer at Local Area

Additionally, TPA can provide supervisor training certification, as set forth herein, at $75.00 per supervisor for testing information, testing and certification.

Any increases in charges shall be shown by an updated fee schedule provided to Employer, in writing, at least sixty (60) days in advance of its effective date and shown as Schedule A” to this Agreement, with its effective date identified on Schedule A.

All charges shall be due and owing from Employer to TPA within fifteen (15) days of the date of the invoice to Employer.

6. **Term.** This Agreement shall become effective on January 20, 2012 and shall remain in effect for five (5) years unless either party has given thirty (30) days written notice to terminate this Agreement.

7. **Expulsion from Consortium.** Notwithstanding Section 6, in the event the Employer fails to comply with the Regulations, TPA reserves the right to expel the Employer from all TPA random selection pools. Expulsion for any reason may result in immediate notification to the DOT.
8. **Insurance.** Employer and TPA shall maintain insurance for those responsibilities identified by this Agreement, in such amounts as shall be required by law or determined to be reasonable by the respective parties. Upon request by either party, evidence of insurance coverage shall be made available to the other party.

    Each party agrees to provide worker's compensation and employers' liability coverage, in addition to comprehensive general liability coverage.

9. **Independent Contractor.** TPA is an independent contractor and as a result, Employer shall have no responsibility for any compensation or benefits for TPA's employees and agents. TPA shall act at the direction of Employer.

10. **Indemnification.** Employer agrees to hold harmless and indemnify TPA, its officers, directors, agents and employees, from and against any and all claims, demands, actions, losses, damages, liabilities and expenses, including attorney's fees; resulting from any third party claim against TPA as a result of TPA's services provided pursuant to this Agreement, unless a final judicial or administrative decision has been made that TPA is solely responsible.

    TPA agrees to hold harmless and indemnify Employer, its officers, directors, agents and employees, from and against any and all claims, demands, actions, losses, damages, liabilities and expenses, including attorney's fees, resulting from any third party claim against Employer as a result of TPA's services provided pursuant to this Agreement, if a final judicial or administrative decision has been made that TPA is solely responsible.

11. **Complete Agreement.** This Agreement contains the complete agreement between the parties with respect to its subject matter, superseding any existing agreements or any other negotiations or discussions between the parties.

12. **Non-Assignability.** This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party, except that this Agreement may be assigned by either party to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring of all or substantially all of the securities or assets of a party, provided that written notice of such assignment is promptly provided to the other party.

13. **No Waiver.** No delay or failure in exercising any right under this Agreement shall constitute a waiver of such right or any other rights hereunder.

14. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Indiana.

15. **Notices.** Any notice or other communication required or permitted by this Agreement, shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by certified, registered mail, postage prepaid or sent with a reputable overnight courier. Any such notice shall be made to the parties as follows:

    **To Employer:**

    **To TPA:** Parkview Occupational Health Centers, Inc.
16. **Compliance With the Law.** Each party acknowledges their responsibility to comply with the law, at all times, and as such laws may be amended and revised from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set forth below.

**EMPLOYER**

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By:  
Its:  
Date:  

**PARKVIEW OCCUPATIONAL HEALTH CENTERS, INC.**

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By:  
Its:  
Date:  
January 10, 2012

Board of School Trustees
East Allen County Schools
1240 State Road 930 East
New Haven, Indiana

RE: Agreement to Finance School Facilities (the “Agreement”) Ladies and Gentlemen:

Ladies and Gentlemen:

City Securities Corporation (“CSC”) has discussed with the Board of School Trustees and School Administration of the East Allen County Schools the “School Corporation”), (a) the improvements to Woodlan Jr. Sr. High School, Heritage Jr. Sr. High School, New Haven Elementary School, New Haven High School, and Paul Harding High School and construction of a New Haven Intermediate School (collectively, the “Facilities”) by a building corporation (the “Building Corporation” or the “Issuer”) at a cost of approximately $111 million (the “Project”), (b) the issuance of bonds by the Building Corporation (the “Bonds”) in an amount that, together with other funds of the School Corporation or the Building Corporation, provide sufficient funds to pay for all of the costs of the Project, and (c) the leasing of the Facilities to the School Corporation in order to provide the Building Corporation with money sufficient to repay the debt service on the Bonds (clauses (a) through and including (c), collectively, the “Transaction”). In connection with the Transaction, the School Corporation, on behalf of itself and the Building Corporation, has already employed, or will employ, Bond Counsel and School Corporation Counsel and now agrees to employ CSC to serve as the underwriter of the Bonds on the terms and conditions set forth in this Agreement.

The School Corporation and the Building Corporation acknowledge and agree that: (a) the anticipated purchase and sale of the Bonds pursuant to this Agreement will be an arm’s length commercial transaction between the School Corporation and/or the Building Corporation described below and CSC; (b) in connection with the Transaction, CSC is acting solely as a principal and not as an agent or a fiduciary of the School Corporation or the Building Corporation, and CSC has not assumed any agency or fiduciary responsibility in favor of the School Corporation or the Building Corporation with respect to the offering of the Bonds or the process leading thereto (whether or not CSC, or any affiliate of CSC, has advised or is currently advising the School Corporation or the Building Corporation on other matters) or any other obligation to the School Corporation or the Building Corporation except the obligations expressly set forth in this Agreement; and (c) the School Corporation and the Building Corporation has consulted, or will consult, with their own legal and financial advisors to the extent they deemed, or will deem, appropriate in connection with the Transaction.
This Agreement is based upon the following terms and conditions:

1. The School Corporation will use the Building Corporation as the issuer of the Bonds and the lessor of the Facilities to the School Corporation.

2. The School Corporation and Building Corporation will comply with all provisions of I.C.6-1.1-20, 20-26-7-37, 20-47-3 and 20-47-4, each as amended, including, but not limited to, the following:

   A. The School Corporation has held or will hold all required public hearings (collectively, the “Hearings”), including, but not limited to, a public hearing (i) to determine the necessity of the lease and that the rental payable under the terms of the lease to the Building Corporation is fair and reasonable rental for the Project and (ii) to execute the lease;

   B. The School Corporation will circulate a petition for entering into a lease with the Building Corporation, obtain the necessary signatures, file the petition with the School Corporation and consider a resolution of need;

   C. The School Corporation will comply with all applicable public construction laws as a result of the Project being a public work;

   D. Bond Counsel will prepare and present to the School Corporation, a valid form of lease between the Building Corporation and the School Corporation, acceptable to CSC;

   E. The School Corporation will obtain all approvals required by State law; and

   F. After allowing the required time for all challenges to the lease to lapse, the School Corporation and the Building Corporation will cause the Project to be completed and lease the Facilities to the School Corporation under the terms and conditions of the lease.

3. The School Corporation and the Building Corporation will administer and account for the Project costs as follows:

   A. The School Corporation’s designated representative will approve all partial and final payments to contractors, change orders, and disbursements any funds designated for the Project;

   B. All Project costs, including Project construction costs, architect fees, construction supervision fees, legal fees, interest during construction and costs of issuance such as bond rating, printing, delivery, etc., will be capitalized as part of the total cost of the Project and funded by the Bonds or other funds already held, or to be held prior to the time needed to pay such costs, by the School Corporation or the Building Corporation; and

   C. All funded amounts will earn interest until expended and interest so earned will be expended in accordance with Indiana law.

4. CSC agrees to serve as the underwriter of the Bonds upon terms and conditions set forth in this Agreement and any other terms and conditions mutually agreeable to CSC, the School
Corporation and the Building Corporation. In performing its obligations as the underwriter of the Bonds, CSC will:

A. Schedule a preliminary budget and time schedule meeting in order to estimate the annual lease rental payment amounts and financing schedule;

B. Review all of the Transaction documents;

C. Assist the School Corporation and the Building Corporation in their preparation of a preliminary official statement and a final official statement that describes the Bonds, the Project, the School Corporation, the Building Corporation, the lease and the trust indenture (the “Official Statement”);

D. Assist the School Corporation and the Building Corporation in its application for a bond rating from Standard & Poor’s Corporation and/or bond insurance (if warranted by market conditions) and schedule a meeting with Standard & Poor’s and potential bond insurers, either at the School Corporation or in New York, if necessary;

E. Attend all required School Corporation meetings including the Hearings;

F. Provide the School Corporation and the Building Corporation with generally available market data regarding the tax-exempt bond market and other financial information and analysis in order for the School Corporation and the Building Corporation to determine when to sell the Bonds;

G. Solicit fee quotes for a trustee and deliver the results and insights on the respondents to the School Corporation;

H. Participate in the coordination of the financing plan, closing and delivery of Bonds;

I. Market the Bonds and underwrite the Bonds at current market rates using a combination of securities that are marketable and minimize interest expense and/or maximize Bond proceeds in a manner consistent with the Project budget and the repayment terms established by the School Corporation;

J. Deliver a copy of the Official Statement to potential purchasers and to each actual purchaser and repository prior to closing and delivery of the Bonds, as required by the SEC and MSRB regulations;

K. Assist the School Corporation and Building Corporation with obtaining interim financing for the payment of professional costs, land and/or site improvement costs, if required;

L. Certify the actual reoffering yields/prices of the Bonds; and
M. Assist the School Corporation and Building Corporation in the closing and delivery of the Bonds in a manner that will result in the availability of funds in order to facilitate the starting and completion of the Project.

5. CSC’s obligation to purchase the Bonds from the Building Corporation is subject to the following conditions precedent:

A. The completion by CSC of a “due diligence” investigation of the School Corporation, the Building Corporation, the Project and the Bonds, to the satisfaction of CSC;

B. The execution and delivery by the Building Corporation and the School Corporation of a definitive agreement, under which the Building Corporation agrees to sell the Bonds at certain prices, maturing in certain amounts on certain dates and bearing interest at certain rates (such agreement, the “Purchase Agreement”), duly authorized, executed and delivered by the Building Corporation and the School Corporation, in form and substance satisfactory to CSC;

C. The satisfaction of all requirements for an exemption from any requirement for registration of the Bonds under the Securities Act of 1933;

D. There occurs no event which, in CSC’s judgment, makes it impracticable or inadvisable to proceed with the offering, sale or the delivery of the Bonds; and

E. The compliance by the Building Corporation and the School Corporation with all requirements of SEC Rule 15c2-12 and Indiana law.

6. This engagement is subject to the following additional terms and conditions:

A. The term of this Agreement will commence on the date this Agreement is signed by the School Corporation and will continue until the earlier of (1) the date the Purchase Agreement is executed and delivered by the Building Corporation and the School Corporation or (2) the date the Project is abandoned by the School Corporation. This Agreement may be terminated at any time by the School Corporation or CSC, with or without cause, by written notice to the other party. Paragraphs 6C, 6G and 6H hereof will survive the expiration or any termination of this Agreement;

B. The School Corporation’s and the Building Corporation’s relationship with CSC set forth herein will be exclusive. To that end, neither the School Corporation, the Building Corporation nor any person acting on either entity’s behalf will, directly or indirectly (except through CSC), offer or sell, or solicit any offer to buy, any of the Bonds, or otherwise finance the Project. The School Corporation will promptly refer to CSC all offers, inquiries and proposals relating to any purchase of the Bonds or other financing of the Project;

C. In addition to the fee payable by the School Corporation to CSC hereunder, and regardless of whether the Transaction is completed, the School Corporation will reimburse CSC for all out-of-pocket expenses incurred by CSC in the performance of its services hereunder;
D. The School Corporation acknowledges that this Agreement in no way constitutes an unconditional commitment by CSC or any of its affiliates to purchase the Bonds from the Building Corporation or to otherwise provide or arrange any financing of the Project, and that any such commitment is conditioned upon the execution and delivery by the Building Corporation and the School Corporation of the Purchase Agreement and will be subject to the terms and conditions of the Purchase Agreement;

E. The School Corporation agrees to furnish CSC all information CSC reasonably requests in connection with the proposed Transaction. The School Corporation represents, warrants and agrees that any information provided by the School Corporation to CSC, any potential investor, rating agency or bond insurer, or any representative or agent thereof, including any information contained in any Official Statement, will be true, correct and complete in all material respects, and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstance under which they have made, not misleading. The School Corporation will notify CSC immediately of the occurrence of any event which results in any such information failing to conform to the preceding representation, warranty and agreement. The School Corporation acknowledges that CSC (1) will be using and relying on such information, (2) will not independently verify such information and (3) does not assume responsibility for the truth, correctness or completeness of such information;

F. The School Corporation acknowledges that other entities with conflicting interests are, or may at any time in the future become, clients of CSC or any of its affiliates, and that CSC or any of its affiliates may be providing underwriting, placement, financial advisory or other services to such other entities and may receive from such other entities fees for such services;

G. To the extent permissible by law, the School Corporation will indemnify and hold harmless CSC and its shareholders, directors, officers, employees, agents, controlling persons and affiliates (collectively, "Indemnified Parties") from and against any losses, claims, damages, expenses or liabilities (collectively, "Claims") any Indemnified Party may incur in any way arising out of or in connection with the proposed Transaction; provided however, that no Indemnified Party will be indemnified against any Claims that are finally judicially determined to have resulted from (1) any bad faith or willful misconduct of such Indemnified Party or (2) any settlement entered into by such Indemnified Party without the written consent of the School Corporation (which consent will not be unreasonably withheld);

H. This Agreement incorporates the entire understanding of the parties hereto and supersedes all previous agreements between the parties hereto with respect to the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. This Agreement is for the sole and exclusive benefit of the parties hereto and the Indemnified Parties, and nothing in this Agreement gives any holder of any of the Bonds or other person (other than the parties hereto and the Indemnified Parties) any rights, remedies or claims hereunder. To the extent permitted by law, each party hereto waives any right to trial by jury in any proceeding in any way arising out of or relating to this Agreement; and
I. If any provision of this Agreement is invalid or unenforceable, such provision will be treated as severable and will be ineffective only to the extent of such invalidity or unenforceability, and such provision will neither invalidate nor render unenforceable any other provision of this Agreement.

CSC's fee will be paid solely from Bond proceeds at the time the Bonds are issued in the estimated amount of 0.8% of the principal amount of the Bonds. The actual fee will be based upon the type of Bonds issued, the maturity schedule for repayment of the Bonds and the final principal amount of Bonds issued. In the event that the School Corporation determines the School Corporation and Building Corporation are not able to proceed with the Transaction, the School Corporation and the Building Corporation shall be under no obligation to pay any fee to CSC.

Please acknowledge your acceptance of this Agreement to Finance School Facilities by signing and returning one copy to us.

Thank you very much.

Sincerely,

CITY SECURITIES CORPORATION

Rod Wilson

O. Roderick Wilson
Senior Vice President

East Allen County Schools

By____________________________

Attest:

_____________________________

Accepted this _________ day of ______________________, 2012.