EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES MEETING

Administration Building
1240 State Road 930 East
New Haven, IN 46774
October 2, 2012 - 6:30 p.m.

AGENDA

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

VIII. APPROVAL OF MINUTES – September 17, 2012 Special Board Meeting
September 18, 2012 Regular Meeting

IX. INFORMATION ITEMS

X. SUPERINTENDENT COMMUNICATIONS

1. School Improvement Plans – Heritage Attendance Area
2. 2013 Budget Approval

XI. ACTION AGENDA

12-1002-01 Approval of Human Resources Report

12-1002-02 Approval of Financial Reports

12-1002-03 Approval of Meetings and Conferences Requests

12-1002-04 Approve Application and Receipt of Funds and Associated Contracts for Non-English Speaking Program (NESP) Grant
12-1002-05    Approve Application and Receipt of Funds and Associated Contracts for Indiana Literacy Early Intervention Grant

12-1002-06    Approve Application and Receipt of Funds and Associated Contracts for Title II, Part A Grant

12-1002-07    Approve Contract with Renae Azziz

12-1002-08    Approve 2013 Group Health Insurance Rates and Contribution Amounts

XII. NEW BUSINESS

1. Bus Replacement Plan Resolution
2. Capital Projects Plan Resolution
3. Pension Bond Neutrality Resolution for 2013-15
4. Reduced Pension Debt Neutrality for 2013
5. Form 4 Resolution of Appropriations and Tax Rates
6. Line 2 Reduction Resolution
7. Resolution to Approve all Budgets
8. Year-End Transfer Resolution
9. Parkview Agreements (Medical Services, EAP/Wellness and Community Benefit)
10. Approve Darla Kaiser Contract

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 Janice Witte called the meeting to order at 7:00 p.m.

ROLL CALL

Board
Janice A. Witte, President
Terry Jo Lightfoot, Secretary
Richard A. Allgeier
William D. Hartman
Alyssa Lewandowski

Staff
Dr. Karyle Green, Superintendent
Dr. Michael B. Shaffer, Assistant Superintendent of Instruction
Mr. Kirby Stahly, Assistant Superintendent for Administrative Services
Mr. Chris Hissong, Executive Director of School Management
Mrs. Peggy Rohrbacher, Director of Human Resources
Mr. Doug Roemer, Director of Facilities
Mr. Doug Pickett, Principal, New Haven Middle School
Ms. Patricia Meadows, Assistant Principal, New Haven Middle School

SPECIAL PRESENTATION

Speaker
Dr. Karyle Green, Doug Roemer

Subject
Adams Township Facilities

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:35 p.m.

NEXT MEETING

The upcoming meetings to listen to and gather input regarding the Adams Township facilities are scheduled for Monday, October 1, 2012 at New Haven High School (Tour of building - 6:00 p.m.-7:00 p.m.; Meeting at 7:00 p.m.) and Saturday, October 6, 2012 at the Paul Harding Facility (Tour of building -11:00 a.m.-12:00 p.m.; Meeting at 12 noon.)

The next Regular Meeting of the Board of School Trustees is scheduled for Tuesday, September 18, 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 October 2, 2012.

EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES

Secretary
EAST ALLEN COUNTY SCHOOLS
REGULAR MEETING OF THE
BOARD OF SCHOOL TRUSTEES
September 18, 2012 - 6:30 p.m.

Administration Building – Board Room
1240 State Road 930 East
New Haven, IN 46774

CALL TO ORDER
President Janice Witte called the meeting to order at 6:33 p.m.

ROLL CALL

Board
Janice A. Witte, President
Neil S. Reynolds, Vice President
Terry Jo Lightfoot, Secretary
Richard A. Allgeier
William D. Hartman (arrived at 6:34 p.m.)
Alyssa Lewandowski
Stephen L. Terry Sr.

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. William Diehl, Director of Accountability
Ms. Peggy Rohrbacher, Director of Human Resources
Mrs. Connie Brown, Manager of Special Services
Mrs. Jill Brady, Principal, Leo Elementary School
Mr. Ronald C. Crosby, President, East Allen Educator’s Association
Mrs. Terri Lortie, President, EACS Custodial Association
Ms. Karen Smith, President, EACS Transportation Association

ADOPTION OF AGENDA

The agenda for September 18, 2012 was adopted as presented with the deletion of 12-0918-11-Approve School Improvement Plans, and the addition of an addendum to 12-0918-01 – Human Resources Report.

RECOGNITIONS

<table>
<thead>
<tr>
<th>Name</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connie DeLong</td>
<td>Retirement</td>
</tr>
</tbody>
</table>

PUBLIC HEARING

1. 2013 Budget, Capital Projects Plan and Bus Replacement Plan
2. Public Expressions
3. Adjournment of Public Hearing
HEARING OF VISITORS

<table>
<thead>
<tr>
<th>Name</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Baker</td>
<td>Transportation &amp; Professional Development</td>
</tr>
<tr>
<td>Diane Gibson</td>
<td>Board Relations</td>
</tr>
<tr>
<td>Vince Buchanan</td>
<td>Superintendent’s Contract</td>
</tr>
</tbody>
</table>

APPROVAL OF MINUTES – September 4, 2012 Regular Meeting
September 11, 2012 Special Board Meeting

INFORMATION ITEMS

None.

SUPERINTENDENT COMMUNICATIONS

<table>
<thead>
<tr>
<th>Speaker</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kirby Stahly</td>
<td>EACS Group Health Insurance</td>
</tr>
</tbody>
</table>

ACTION AGENDA

CONSENT MOTION:

12-0918-01 Approval of Human Resources Report
12-0918-02 Approval of Financial Reports
12-0918-03 Approval of Meetings and Conferences Requests
12-0918-04 Approval of Application, Receipt of Funds and Associated Contracts for Title III (LEP) Grant
12-0918-05 Approval of Application, Receipt of Funds and Associated Contracts for PL 108-446, Part B, IDEA Pass-Through Funding
12-0918-06 Approval of Application, Receipt of Funds and Associated Contracts for Section 619 of Part B, IDEA Funding
12-0918-07 Approval of Application, Receipt of Funds and Associated Contracts for Afternoons ROCK in Indiana (ARIII)
12-0918-09 Adoption of Resolution Approving Continuing Disclosure Process

Motion: That the Board of School Trustees approve items one through seven, and nine, as presented.

Motion: Allgeier Second: Reynolds Vote: Aye: 7-0
12-0918-08 Adoption of Resolution Authorizing School Building Corporation to Carry Out All Financial Needs of the Woodlan K-12 Project

12-0918-10 Adoption of Bid Award of Woodlan K-12 Project

Motion: That the Board of School Trustees approve items eight and ten as presented.

Motion: Allgeier Second: Reynolds Vote: Aye: 6-0-1 Abstained: Terry

NEW BUSINESS

1. Non-English Speaking Program Grant
2. Title II, Part A ~ 2012/2013 Improving Teacher Quality State Grants
3. Agreement with Virtuoso Education Consulting
4. Agreement with Britt Magneson EDS
5. Indiana Literacy Early Intervention Grant

BOARD DISCUSSION

<table>
<thead>
<tr>
<th>Speaker</th>
<th>Subject(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neil Reynolds</td>
<td>Title I</td>
</tr>
<tr>
<td>Terry Jo Lightfoot</td>
<td>Harlan Elementary School Property</td>
</tr>
<tr>
<td>Alyssa Lewandowski, Rick Allgeier, Dr. Karyle Green, Stephen Terry, Bill Hartman</td>
<td>Communication with Public</td>
</tr>
<tr>
<td>Alyssa Lewandowski</td>
<td>iPad Update on 4th-5th graders</td>
</tr>
</tbody>
</table>

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:32 p.m.

MINUTES

These minutes were taken by Mrs. Julie Labie.

NEXT MEETING

The upcoming meetings to listen to and gather input regarding the Adams Township facilities are scheduled for Monday, October 1, 2012 at New Haven High School (Tour of building - 6:00 p.m.-7:00 p.m.; Meeting at 7:00 p.m.) and Saturday, October 6, 2012 at the Paul Harding Facility (Tour of building - 11:00 a.m.-12:00 p.m.; Meeting at 12 noon.

The next regular meeting of the Board of School Trustees is scheduled for Tuesday, October 2, 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 October 2, 2012.

EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES

________________________________________
Secretary

________________________________________

________________________________________

________________________________________
Action Items
ACTION AGENDA

October 2, 2012

Board Agenda Item 12-1002-01

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:
### Classified New Hires

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Date</th>
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<tbody>
<tr>
<td>Hauke, Kate</td>
<td>Bus Driver-Transportation</td>
<td>9/25/2012</td>
</tr>
<tr>
<td>Hayden, Amanda</td>
<td>Bus Driver-Transportation</td>
<td>9/24/2012</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>Knepp, Roland</td>
<td>Bus Driver-Transportation</td>
<td>9/23/12</td>
<td>Resignation</td>
</tr>
<tr>
<td>Russell, Penny</td>
<td>Paraprofessional-New Haven Mid.</td>
<td>9/24/2012</td>
<td>Resignation</td>
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</table>

### Certified Leaves

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Date</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>Geise, Denise</td>
<td>Teacher-Heritage El.</td>
<td>10/19-11/2/12</td>
<td>FMLA</td>
</tr>
<tr>
<td>Kortenber, Cortney</td>
<td>Teacher-Prince Chapman Acad.</td>
<td>9/19 (PM)-12/21/12</td>
<td>FMLA</td>
</tr>
<tr>
<td>Shovlin, Erica</td>
<td>Teacher-Heritage Jr/Sr High</td>
<td>10/10-10/18/12</td>
<td>FMLA</td>
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</table>

### Classified Leaves

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Date</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>Franco, Janet</td>
<td>Bus Driver-Transportation</td>
<td>10/1 (PM)-11/16/12</td>
<td>Medical Leave</td>
</tr>
<tr>
<td>Hawke, Teresa</td>
<td>Paraprofessional-New Haven High</td>
<td>9/17-9/28/12</td>
<td>Personal</td>
</tr>
<tr>
<td>Kinnaley, John</td>
<td>Custodian-Leo Jr/Sr High</td>
<td>9/24-11/1/12</td>
<td>FMLA</td>
</tr>
<tr>
<td>Moehring, Abby</td>
<td>Bus Driver-Transportation</td>
<td>9/27 (PM)-11/17/12</td>
<td>Medical</td>
</tr>
<tr>
<td>Watson, Nancy</td>
<td>Secretary-New Haven High</td>
<td>10/2 (PM)-10/25/12</td>
<td>FMLA</td>
</tr>
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</table>

### Personnel Change

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniels, Ashley</td>
<td>Teacher-Cedarville El</td>
<td>Change from 2012-13 full time regular contract to 2012-13 school year first semester temporary contract.</td>
</tr>
</tbody>
</table>
ACTION AGENDA

October 2, 2012

Board Agenda Item 12-1002-02

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
TUESDAY, OCTOBER 2, 2012

ACCOUNTS PAYABLE VOUCHER INFORMATION

Vendor Claims 272686-272862

Total Amount $579,759.87

DONATIONS, GIFTS, AND EXTRACURRICULAR EXPENDITURES

GIFTS

New Haven High School requests Board approval to accept a donation of a K15 Doppler Radar "Speed Gun", including power supply and case, with an approximate retail value of $65.00, from Mr. Carl Goff.

The EACS Transportation Department requests Board approval to accept the donation of the following items from the Brenda Hanchar Foundation, to be used for training purposes: 1) Power wheelchair (used), with an estimated value of $200.00, and 2) Wheelchair (used) with an estimated value of $50.00.

CASH TUITION TRANSFERS FOR THE 2012-2013 SCHOOL YEAR

Mallory Barker 12th grade EACS Alternative School Renewal
ACTION AGENDA

October 2, 2012

Board Agenda Item 12-1002-03

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:

October 2, 2012

<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>September 10 – 14, 2012</td>
<td>Anne Marie Newman</td>
<td>PCA</td>
<td>8 Step to Continuous Improvement, PHLC</td>
<td>Released time</td>
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<tr>
<td>September 12 – 14, 2012</td>
<td>Michelle Marchand</td>
<td>PCA</td>
<td>8 Step Process, PHLC</td>
<td>Released time</td>
</tr>
<tr>
<td>September 17, 2012</td>
<td>Irma Moeller</td>
<td>PCA</td>
<td>St Joe Community Health Foundations Refugee Health Navigators Meeting, Fort Wayne</td>
<td>Released time</td>
</tr>
<tr>
<td>September 17, 2012</td>
<td>Theingi Tin</td>
<td>PCA</td>
<td>St Joe Community Health Foundations Refugee Health Navigators Meeting, Fort Wayne</td>
<td>Released time, mileage: 010-12710-58000-0013</td>
</tr>
<tr>
<td>September 17, 2012</td>
<td>Wendy Walker</td>
<td>STSV</td>
<td>St Joe Community Health Foundations Refugee Health Navigators Meeting, Fort Wayne</td>
<td>Released time, mileage: 010-12710-58000-0013</td>
</tr>
<tr>
<td>September 21, 2012</td>
<td>Jana Geptert</td>
<td>NHHS</td>
<td>Indiana College Access &amp; Success Network Conf., Indianapolis</td>
<td>Released time, registration, mileage: 010-24500-58000-0008</td>
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<tr>
<td>September 25, 2012</td>
<td>Irma Moeller, Dawn Schwehn, Theingi Tin</td>
<td>PCA</td>
<td>Aung San Suu Kyi Refugee Presentation, Fort Wayne</td>
<td>Released time</td>
</tr>
<tr>
<td>October 2, 2012</td>
<td>Jenny Snyder</td>
<td>SPSV</td>
<td>Leadership in Co-Teaching: Strategies Leading the Co-Teaching Dance Webinars, PHLC</td>
<td>Released time, PM, registration, 526-12230-61100-0012</td>
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<tr>
<td>October 3, 2012</td>
<td>Terese White</td>
<td>PCA</td>
<td>GFS Fall Food Show, Michigan</td>
<td>Released time, 080-31200-61500-0064</td>
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<tr>
<td>October 3, 2012</td>
<td>Wendy Walker</td>
<td>STSV</td>
<td>CANI Meeting with Allen County Public &amp; Private Schools, Fort Wayne</td>
<td>Released time, mileage: 010-12710-58000-0013</td>
</tr>
<tr>
<td>October 3 – 4, 2012</td>
<td>Ben Cunningham</td>
<td>PHLC</td>
<td>IASP Fall Conference, Indianapolis</td>
<td>Released time, registration, meals, mileage: 010-21420-580-012</td>
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<tr>
<td>October 3 – 4, 2012</td>
<td>Janet Hord</td>
<td>PHLC</td>
<td>IASP Fall Conference, Indianapolis</td>
<td>Released time, registration, lodging, meals, mileage, 010-21420-580-012</td>
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<tr>
<td>October 4, 2012</td>
<td>Stacy Ellowsky</td>
<td>HIEL</td>
<td>Conference on Youth, Fort Wayne</td>
<td>Released time, registration, 010-25400-58000-0004</td>
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<tr>
<td>October 4, 2012</td>
<td>Mary Locker</td>
<td>PCA</td>
<td>Conference on Youth, Fort Wayne</td>
<td>Released time, registration, 010-25400-58000-0004</td>
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<tr>
<td>October 4, 2012</td>
<td>Alicia Carter</td>
<td>WOPS</td>
<td>Conference on Youth, Fort Wayne</td>
<td>Released time, registration, 010-25400-58000-0004</td>
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<tr>
<td>Date</td>
<td>Presenter(s)</td>
<td>Venue</td>
<td>Event Description</td>
<td>Released Time Details</td>
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<tr>
<td>October 4, 2012</td>
<td>Andy Davis</td>
<td>WOHS</td>
<td>Conference on Youth, Fort Wayne</td>
<td>Released time, registration, 010-25400-58000-0004</td>
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<tr>
<td>October 9, 2012</td>
<td>Michelle Marden, Rachel Remenschneider, Chris Robinson, Chris Roop, Lisa Unger, Amanda Walsh</td>
<td>SOEL</td>
<td>Cafe Strategies/Mult. Skill Groups, SOEL</td>
<td>Released time, 412-22120-11000-0057</td>
</tr>
<tr>
<td>October 9, 2012</td>
<td>Jenny Snyder</td>
<td>SPSV</td>
<td>Leadership in Co-Teaching: Strategies Leading the Co-Teaching Dance Webinars, PHLC</td>
<td>Released time, PM, registration, 526-12230-61100-0012</td>
</tr>
<tr>
<td>October 12, 2012</td>
<td>Keri Lantz</td>
<td>PHLC</td>
<td>Autism Northeast Indiana Roundtable, Huntington &amp; Indianapolis</td>
<td>Released time, 010-12321-580-012</td>
</tr>
<tr>
<td>October 12, 2012</td>
<td>Kim Stairs</td>
<td>PHLC</td>
<td>Autism Northeast Indiana Roundtable, Huntington &amp; Indianapolis</td>
<td>Released time, mileage, 010-12230-58000-012</td>
</tr>
<tr>
<td>October 16, 2012</td>
<td>Wendy Walker</td>
<td>STSV</td>
<td>FluMist Kick Off Luncheon, Fort Wayne</td>
<td>Released time, mileage, 010-12710-58000-0013</td>
</tr>
<tr>
<td>October 17, 2012</td>
<td>Bria Booker</td>
<td>LEEL</td>
<td>Bullying Prevention &amp; Intervention: Inside the “Bully” Phenomena &amp; Practical Application for Your School, Fort Wayne</td>
<td>Released time</td>
</tr>
<tr>
<td>October 17, 2012</td>
<td>Deb Pepple</td>
<td>LEHS</td>
<td>The Digital Shift: Libraries, Ebooks &amp; Beyond Conference, PHLC</td>
<td>Released time, 010-25400-13000-0071</td>
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<tr>
<td>October 17, 2012</td>
<td>Christina Murphy</td>
<td>WOIS</td>
<td>Bullying Prevention &amp; Intervention: Inside the “Bully” Phenomena &amp; Practical Application for Your School, Fort Wayne</td>
<td>Released time</td>
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<tr>
<td>October 23 – 26, 2012</td>
<td>Delinda Wright</td>
<td>PHJI/EAU</td>
<td>ISNA Annual State Conference, Fort Wayne</td>
<td>Released time, registration, mileage, parking, 080-31200-61500-075</td>
</tr>
<tr>
<td>October 26, 2012</td>
<td>Carol Beck</td>
<td>HIEL</td>
<td>ISNA Annual State Conference, Fort Wayne</td>
<td>Released time, registration, mileage, parking, 080-31200-61500-051</td>
</tr>
<tr>
<td>October 26, 2012</td>
<td>Bonnie Hanefeld</td>
<td>LEEL</td>
<td>ISNA Annual State Conference, Fort Wayne</td>
<td>Released time, registration, mileage, parking, 080-31200-61500-055</td>
</tr>
<tr>
<td>November 2, 2012</td>
<td>Andy Davis</td>
<td>WOHS</td>
<td>ISCA Luncheon, Indianapolis</td>
<td>Released time</td>
</tr>
<tr>
<td>November 9, 2012</td>
<td>Keri Lantz</td>
<td>PHLC</td>
<td>Autism Northeast Indiana Roundtable, Huntington &amp; Indianapolis</td>
<td>Released time, 010-12321-580-012</td>
</tr>
<tr>
<td>November 9, 2012</td>
<td>Kim Stairs</td>
<td>PHLC</td>
<td>Autism Northeast Indiana Roundtable, Huntington &amp; Indianapolis</td>
<td>Released time, mileage, 010-12230-58000-0012</td>
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<tr>
<td>Date</td>
<td>Name</td>
<td>School</td>
<td>Title</td>
<td>Registration Details</td>
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<tr>
<td>November 13, 2012</td>
<td>Jenny Snyder</td>
<td>SPSV</td>
<td>Leadership in Co-Teaching: Strategies Leading the Co-Teaching Dance</td>
<td>Released time, PM, registration: 526-12230-61100-0012</td>
</tr>
<tr>
<td>November 13 – 14, 2012</td>
<td>Jennifer Brower</td>
<td>NHHS</td>
<td>Indiana Library Federation Annual Convention, Indianapolis</td>
<td>Released time, registration, lodging, meals, mileage. 010-25400-58000-0004</td>
</tr>
<tr>
<td>November 19, 2012</td>
<td>Steve Romary</td>
<td>NHHS</td>
<td>AP Calculus Workshop, Indianapolis</td>
<td>Released time, registration, 010-25400-58000-0004, 010-25400-13000-0004</td>
</tr>
<tr>
<td>December 2 – 5, 2012</td>
<td>Jill Brady</td>
<td>LEEL</td>
<td>Learning Forward 2012 Annual Conference, Massachusetts</td>
<td>Released time, registration, lodging, airfare, meals, misc., 010-25400-580-0053</td>
</tr>
<tr>
<td>December 6, 2012</td>
<td>Keri Lantz</td>
<td>PHLC</td>
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ACTION AGENDA

October 2, 2012

Board Agenda Item 12-1002-04

APPROVE APPLICATION, RECEIPT OF FUNDS AND ASSOCIATED CONTRACTS FOR NON-ENGLISH SPEAKING PROGRAM (NESP) GRANT

Background:

East Allen County Schools is eligible to request and receive $73,530 through the Indiana Department of Education’s Non-English Speaking Program (NESP) grant "to provide English language development instruction to K-12 Limited English Proficient (LEP) students in order to increase their English language proficiency and academic achievement." If the NESP application is approved, EACS will utilize the funds in a manner consistent with the intent of the funds and as submitted.

Recommendation:

That the Board of School Trustees approves the application, receipt of funds and associated contracts for the Non-English Speaking Program grant.

Karyle M. Green
Superintendent of Schools

Prepared: R. Fritzinger

Approved: Michael Shaffer

Budget:

Legal:
ABSTRACT
Non-English Speaking Program Grant SY2012/2013
from the Indiana Department of Education (IN-DOE)

This Abstract has been prepared for the East Allen County Schools' Board of School Trustees. Representatives of East Allen County Schools (EACS) respectfully request authorization to request and receive funding, if approved, through the Non-English Speaking Program Grant from the Indiana Department of Education (IN-DOE).

The process of requesting the funding through an on-line grant application is a relatively new process that began with the SY10/11 application as a result of the increase in funding available through this IN-DOE initiative. It is anticipated that the average allocation per eligible student will be approximately $94.27 (SY12/13). The average allocation for SY11/12 was very similar to this same amount. School districts with eligible Language Minority populations must complete an on-line application on or before 10/02/2012.

The East Allen County Schools SY2012/2013 allocation is based upon student data from SY2011/2012. The anticipated allocation for East Allen County Schools is $73,530.16 and is estimated based upon number of corporations submitting applications – if additional funds are available, the IN-DOE will likely distribute those remaining funds to eligible districts who completed a successful application). This allocation is based upon the Corporation’s LEP student count of 780 students taken during SY2011/2012. The SY11/12 allocation was $82,998.16.

According to information received from the IN-DOE, EACS will focus funding upon the following types of approved programming:

- **Instructional materials** – English language development texts and curricular materials, bilingual dictionaries, high-interest reading materials to improve English literacy, and native language resources to support English instruction
- **Computer software** - English language development software which assists in vocabulary and literacy development used as a supplement to instruction
- **Professional development activities** – comprehensive trainings for instructional staff and administrators on effective instructional models and strategies for LEP students
- **Parent involvement** - translation of materials to improve communication with parents, family night activities, and home-school liaison activities
- **Personnel** – salary of staff providing direct instruction to LEP students [. . . and] administering English proficiency assessments or serving as parent liaisons.

If approved, the SY2012/2013 EACS Non-English Speaking Program Grant funding will be utilized in a manner consistent with the above-described appropriate activities, materials and programming. Annually, EACS completes a report related to programming and financial use of these funds.

Representatives of East Allen County Schools respectfully request authorization to request and receive, if approved, the Non-English Speaking Program grant allocation detailed above.
APPROVE APPLICATION, RECEIPT OF FUNDS AND ASSOCIATED CONTRACTS FOR INDIANA LITERACY EARLY INTERVENTION GRANT

Background:

East Allen County Schools has benefited from the use of Indiana Literacy Early Intervention Grant for the past several years. Most recently, this grant has supported our Burst Program and Waterford Program serving our PK - 2 schools. This grant is for an amount up to $10,000 per school. East Allen County Schools is requesting funding to support Early Literacy at Cedarville, Heritage, Highland Terrace, Southwick and Woodlan Elementary Schools.

Recommendation:

That the East Allen County Schools Board of School Trustees approves the application, receipt of funds, and associated contracts for the Indiana Literacy Early Intervention Grant.

Karyle M. Green
Superintendent of Schools

Prepared: R. Fritziuger / Marilyn Hissong
Approved: Michael Shaffer
Budget: __________________________
Legal: ____________________________
~ ABSTRACT for SY2012/2013 Indiana Literacy Early Intervention Grant Funding ~

East Allen County Schools has benefited from the use of Indiana Literacy Early Intervention Grant funding for the past several years. Most recently, EACS has received Indiana Literacy Early Intervention Grant to provide support for the Burst Program as well as the Waterford Program at our K-2 serving elementary schools.

The Indiana Literacy Early Intervention Grant is available again this year on a competitive basis to schools across Indiana. East Allen County Schools respectfully requests approval to request and receive (if approved) funding through the Indiana Department of Education’s (IN-DOE) Literacy Early Intervention grant to provide funding to support intervention program(s) at the following schools:

- Cedarville Elementary School
- Heritage Elementary School
- Highland Terrace Elementary School
- Southwick Elementary School
- Woodlan Primary School

These Early Intervention Grant funds are available on a competitive basis in an amount of up to $10,000 per K-2 school. The purpose of the Indiana Literacy Early Intervention Grant funds will include the following opportunities to:

- Assist schools in acquiring materials, resources, and expertise needed to enhance literacy intervention. Key to the intervention programs funded is a reorganization of instruction so teachers are better equipped to meet needs of students, to enhance student engagement, and to increase student literacy achievement.
- Provide funding for training specific to the intervention. This training will directly impact the teachers’ and/or interventionists’ ability to administer the intervention program with fidelity which translates into more comprehensive and effective literacy intervention instruction.
- Provides a means to further parent/family knowledge and participation in the literacy intervention instruction of children. This can involve parent/family education meetings and trainings that model early literacy and provide supportive materials so that parents/families can extend the reading and literacy experiences in order to maximize student achievement.

If EACS is approved for SY2012/2013 Indiana Literacy Early Intervention Grant support at one or more of our K-2 eligible schools, it is likely that the funds will be used at the schools noted above to support the BURST Reading Early Literacy Intervention program (powered by mCLASS®) and/or the Waterford program and/or purchase of My Reading Coach and/or LLI Kits as well as to provide the requisite training(s) to correspond to the above-listed intervention(s).

East Allen County Schools respectfully requests approval to request and receive, if approved, Indiana Literacy Early Intervention Grant funds for one or more of the above-listed, eligible K-2 serving East Allen County Schools. Completed applications are due by 09/21/2012.
ACTION AGENDA

October 2, 2012

APPROVE APPLICATION, RECEIPT OF FUNDS AND ASSOCIATED CONTRACTS FOR TITLE II, PART A GRANT

Background:

East Allen County Schools is eligible to request and receive $290,771 in Title II, Part A: Improving Teacher Quality State Grants funding from the Indiana Department of Education for the benefit of our public and participating non-public schools. The purpose of these funds is to provide high quality professional development opportunities for teachers and staff. When this application is approved, EACS will utilize the funds in a manner consistent with the intent of the funds.

Recommendation:

That the Board of School Trustees approves the application, receipt of funds and associated contracts for Title II, Part A: Improving Teacher Quality State Grant.

Karyle M. Green
Superintendent of Schools

Prepared: Rose Fritzinger
Approved: Michael Shaffer

Budget: 

Legal: 

~ ABSTRACT for Title II, Part A ~

2012/2013 Improving Teacher Quality State Grants from the Indiana Department of Education

This Abstract has been prepared for the East Allen County Schools Board of School Trustees to review and approve for East Allen County Schools’ (EACS) representatives to request and receive funding through Title II, Part A funds (Improving Teacher Quality State Grants) from the Indiana Department of Education. The support provided through this funding must not supplant any other Federal, State, or local education funds and may only be used to supplement EACS efforts toward improvement as well as those of the eligible and participating non-public schools.

The goals of the Title II, Part A [Title II(A)] program funding are to:
1. Hiring highly qualified teachers in order to reduce class size, particularly in the early grades.
2. Improving Teacher Quality based upon Professional Development goals developed by each school as a requirement for PL221.
3. Developing and implementing strategies and activities to recruit, hire and retain highly qualified teachers and principals.
4. Providing professional development activities that improve the knowledge of teachers and principals, and, in appropriate cases, paraprofessionals, in:
   A. content knowledge
   B. classroom practices
   C. involve collaborative groups of teachers
   D. address needs of students with different learning styles
   E. provide training in improving student behavior in the classroom and identifying early and appropriate interventions to help students with special needs
   F. provide training to enable teachers and principals to involve parents in their child’s education, especially parents of limited English proficient and immigrant children
   G. provide training on how to use data and assessments to improve classroom practice and student learning
5. Developing and implementing initiatives to promote retention of highly qualified teachers and principals, particularly in schools with a high percentage of low-achieving students (i.e. teacher mentoring, induction, support for new teachers and principals during their first three years, financial incentives for teachers and principals with a record of helping students achieve academic success).
6. Carrying out teacher advancement initiatives that promote professional growth and emphasize career paths and pay differentiation.

East Allen County Schools will utilize this Title II(A) entitlement funding to provide supportive professional development during the term of this award. Participating nonpublic schools in the Corporation’s geographic boundaries will utilize their equitable allocation of Title II(A) funds for professional development of teachers and principals during the term of this award. East Allen County Schools has been notified that our Title II, Part A allocation (including public and nonpublic school funding) will be $290,771 (this is a slight increase from the FFY11 Title II(A) allocation for use in SY12/13 of $269,109). East Allen County Schools' Title II application is due by October 31, 2012. Then, upon approval, this funding must be obligated and expended ONLY for approved purposes with all activities completed prior to September 30, 2014 and all encumbrances liquidated by December 31, 2014.
ACTION AGENDA

October 2, 2012

Board Agenda Item 12-1002-07

APPROVE CONTRACT WITH RENAE AZZIZ

Background:
As remediation for the citation given to EACS several years ago regarding disproportionality, Renae Azziz has been consulting with the district for several years, assigned to us by the Department of Education. This contract provides for nine (9) days of staff training and consultation in the areas of cultural responsiveness and diversity as it pertains to discipline and instruction, per the IDEA Pass-Through Grant.

Recommendation:
That the Board of School Trustees approves the contract with Renae Azziz.

Kāryle M. Green
Superintendent of Schools

Prepared: ______________________

Approved: Connie DeLong

Budget: 527-21110-312-012

Legal: ______________________
AGREEMENT

This Agreement is entered into this 15th day of September, 2012, by and between the East Allen County Schools and Renae Azziz, Virtuoso Education Consulting, 9450 E Raymond St. Indianapolis, IN 46239.

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

1. Renae Azziz will perform certain services for and on behalf of the East Allen County Schools. These services are described as staff training and consultation in cultural responsiveness and diversity as it pertains to discipline and instruction and will be performed on the following dates: 9 days from September 11, 2012 through June 1, 2013.

2. In return for the services described above, the East Allen County Schools agrees to pay the person performing the services as follows: $1895 per day for 9 days. 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

PERSON OR FIRM PROVIDING SERVICES

Date of Signature 9/12/12

________________________________________

Signature

Title

Account Number: 527 - 21114 - 111 - 012

EACS Employee Administering This Agreement: ________________________________

EACS Fi-15 E 5/06 (R)
ACTION AGENDA

October 2, 2012  

Board Agenda Item  12-1002-08

APPROVE 2013 GROUP HEALTH INSURANCE CONTRIBUTION RATES

Background:

The Board of School Trustees on an annual basis approves the Group Health Insurance Contribution (Premium) amounts. Based on the Reinsurance Carrier Analysis at the aggregate level and an Actuary Study the contribution rates need to increase in 2013. The proposed rates are based upon the Actuary Study. The attached schedule lists the proposed rates and contribution levels for employees and the district in 2013.

Recommendation:

That the Board of School Trustees approves the 2013 Group Health Insurance Contribution Rates.

Karyle M. Green  
Superintendent of Schools

Prepared:  Kirby Stahly  

Approved:  Kirby Stahly  

Budget:  

Legal:  

### 2013 EACS Group Health Insurance Cafeteria Plan Premiums

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## High Deductible Health Plan - Option 1 $3,000/$6,000 with $3,000/$6,000 Out-of-Pocket Maximum

**$3,000/$6,000 deductible (Administrators; School Board; ASP; OSP; TSP; Custodial; Bus Technicians; Food Service Managers; Maintenance, Nurses; Paraprofessional; and Secretaries)**

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<th>Premium</th>
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<td>$5,702</td>
<td>$591</td>
</tr>
<tr>
<td></td>
<td>E plus1</td>
<td>$11,956</td>
<td>$750</td>
<td>$9,307</td>
<td>$2,649</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$18,247</td>
<td>$1,000</td>
<td>$14,350</td>
<td>$3,897</td>
</tr>
<tr>
<td><strong>Medical &amp; Rx</strong></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>E only</td>
<td>$5,865</td>
<td>$250</td>
<td>$5,323</td>
<td>$542</td>
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<tr>
<td></td>
<td>E plus1</td>
<td>$11,144</td>
<td>$750</td>
<td>$8,667</td>
<td>$2,477</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$17,008</td>
<td>$1,000</td>
<td>$13,373</td>
<td>$3,635</td>
</tr>
<tr>
<td><strong>Dental</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>E only</td>
<td>$315</td>
<td>N/A</td>
<td>$279</td>
<td>$36</td>
</tr>
<tr>
<td></td>
<td>E plus1</td>
<td>$598</td>
<td>N/A</td>
<td>$471</td>
<td>$127</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$912</td>
<td>N/A</td>
<td>$719</td>
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</tr>
<tr>
<td><strong>Vision</strong></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>E only</td>
<td>$113</td>
<td>N/A</td>
<td>$100</td>
<td>$13</td>
</tr>
<tr>
<td></td>
<td>E plus1</td>
<td>$214</td>
<td>N/A</td>
<td>$169</td>
<td>$45</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$327</td>
<td>N/A</td>
<td>$258</td>
<td>$69</td>
</tr>
</tbody>
</table>

**$3,000/$6,000 deductible (Bus Drivers; no dental or vision)**

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>EACS HSA</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Medical &amp; Rx</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>E only</td>
<td>$5,865</td>
<td>$250</td>
<td>$5,404</td>
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<tr>
<td></td>
<td>E plus1</td>
<td>$11,144</td>
<td>$750</td>
<td>$8,804</td>
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</tr>
<tr>
<td></td>
<td>Family</td>
<td>$17,008</td>
<td>$1,000</td>
<td>$13,583</td>
<td>$3,425</td>
</tr>
</tbody>
</table>

**$3,000/$6,000 deductible (Food Service Regular Workers/30 hours/week) Medical/Dental/Vision**

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>EACS HSA</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>E only</td>
<td>$6,293</td>
<td>$250</td>
<td>$4,657</td>
<td>$1,636</td>
</tr>
<tr>
<td></td>
<td>E plus1</td>
<td>$11,956</td>
<td>$750</td>
<td>$7,054</td>
<td>$4,902</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$18,247</td>
<td>$1,000</td>
<td>$10,766</td>
<td>$7,481</td>
</tr>
<tr>
<td><strong>Medical &amp; Rx</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E only</td>
<td>$5,865</td>
<td>$250</td>
<td>$4,340</td>
<td>$1,525</td>
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<tr>
<td></td>
<td>E plus1</td>
<td>$11,144</td>
<td>$750</td>
<td>$6,575</td>
<td>$4,569</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$17,008</td>
<td>$1,000</td>
<td>$10,035</td>
<td>$6,973</td>
</tr>
<tr>
<td><strong>Dental</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E only</td>
<td>$315</td>
<td>N/A</td>
<td>$233</td>
<td>$82</td>
</tr>
<tr>
<td></td>
<td>E plus1</td>
<td>$598</td>
<td>N/A</td>
<td>$353</td>
<td>$245</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$912</td>
<td>N/A</td>
<td>$538</td>
<td>$374</td>
</tr>
<tr>
<td><strong>Vision</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E only</td>
<td>$113</td>
<td>N/A</td>
<td>$84</td>
<td>$29</td>
</tr>
<tr>
<td></td>
<td>E plus1</td>
<td>$214</td>
<td>N/A</td>
<td>$126</td>
<td>$88</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$327</td>
<td>N/A</td>
<td>$193</td>
<td>$134</td>
</tr>
</tbody>
</table>
## 2013 EACS Group Health Insurance Cafeteria Plan Premiums

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>EACS HSA</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$500 deductible (Teachers)- Collective Bargaining Agreement</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>E only</td>
<td>$7,160</td>
<td>N/A</td>
<td>$6,444</td>
<td>$716</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$13,603</td>
<td>N/A</td>
<td>$11,018</td>
<td>$5,116</td>
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<tr>
<td></td>
<td>Family</td>
<td>$20,762</td>
<td>N/A</td>
<td>$15,572</td>
<td>$5,190</td>
</tr>
<tr>
<td>Medical &amp; Rx</td>
<td>E only</td>
<td>$6,505</td>
<td>N/A</td>
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<td>$661</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$12,549</td>
<td>N/A</td>
<td>$10,165</td>
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</tr>
<tr>
<td></td>
<td>Family</td>
<td>$19,153</td>
<td>N/A</td>
<td>$14,365</td>
<td>$4,788</td>
</tr>
<tr>
<td>Dental</td>
<td>E only</td>
<td>$442</td>
<td>N/A</td>
<td>$398</td>
<td>$44</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$840</td>
<td>N/A</td>
<td>$680</td>
<td>$160</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$1,282</td>
<td>N/A</td>
<td>$962</td>
<td>$320</td>
</tr>
<tr>
<td>Vision</td>
<td>E only</td>
<td>$113</td>
<td>N/A</td>
<td>$102</td>
<td>$11</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$214</td>
<td>N/A</td>
<td>$173</td>
<td>$41</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$327</td>
<td>N/A</td>
<td>$245</td>
<td>$82</td>
</tr>
</tbody>
</table>

### High Deductible Health Plan - Option 1: $3,000/$6,000 with $5,000/$10,000 Out-of-Pocket Maximum

**$3,000/$6,000 deductible (Administrators; School Board; ASP; OSP; TSP; Custodial; Bus Technicians; Food Service Managers; Maintenance, Nurses; Paraprofessional; and Secretaries)**

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>EACS HSA</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>E only</td>
<td>$5,593</td>
<td>$750</td>
<td>$5,202</td>
<td>$391</td>
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<tr>
<td></td>
<td>E plus 1</td>
<td>$10,625</td>
<td>$1,500</td>
<td>$8,557</td>
<td>$2,068</td>
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<tr>
<td></td>
<td>Family</td>
<td>$16,217</td>
<td>$2,000</td>
<td>$13,350</td>
<td>$2,867</td>
</tr>
<tr>
<td>Medical &amp; Rx</td>
<td>E only</td>
<td>$5,165</td>
<td>$750</td>
<td>$4,823</td>
<td>$342</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$9,813</td>
<td>$1,500</td>
<td>$7,917</td>
<td>$1,896</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$14,978</td>
<td>$2,000</td>
<td>$12,373</td>
<td>$2,605</td>
</tr>
<tr>
<td>Dental</td>
<td>E only</td>
<td>$315</td>
<td>N/A</td>
<td>$279</td>
<td>$36</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$598</td>
<td>N/A</td>
<td>$471</td>
<td>$127</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$912</td>
<td>N/A</td>
<td>$719</td>
<td>$193</td>
</tr>
<tr>
<td>Vision</td>
<td>E only</td>
<td>$113</td>
<td>N/A</td>
<td>$100</td>
<td>$13</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$214</td>
<td>N/A</td>
<td>$169</td>
<td>$45</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$327</td>
<td>N/A</td>
<td>$258</td>
<td>$69</td>
</tr>
</tbody>
</table>

### $3,000/$6,000 deductible (Bus Drivers; no dental or vision)

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>EACS HSA</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical &amp; Rx</td>
<td>E only</td>
<td>$5,165</td>
<td>$750</td>
<td>$4,904</td>
<td>$261</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$9,813</td>
<td>$1,500</td>
<td>$8,054</td>
<td>$1,759</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$14,978</td>
<td>$2,000</td>
<td>$12,583</td>
<td>$2,395</td>
</tr>
</tbody>
</table>

### $3,000/$6,000 deductible (Food Service Regular Workers/30 hours/week) Medical/Dental/Vision

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>EACS HSA</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>E only</td>
<td>$5,593</td>
<td>$1,000</td>
<td>$4,139</td>
<td>$1,454</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$10,625</td>
<td>$1,500</td>
<td>$6,289</td>
<td>$4,356</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$16,217</td>
<td>$2,000</td>
<td>$9,568</td>
<td>$6,649</td>
</tr>
<tr>
<td>Medical &amp; Rx</td>
<td>E only</td>
<td>$5,165</td>
<td>$1,000</td>
<td>$3,822</td>
<td>$1,343</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$9,813</td>
<td>$1,500</td>
<td>$5,790</td>
<td>$4,023</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$14,978</td>
<td>$2,000</td>
<td>$8,837</td>
<td>$6,141</td>
</tr>
<tr>
<td>Dental</td>
<td>E only</td>
<td>$315</td>
<td>N/A</td>
<td>$233</td>
<td>$82</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$598</td>
<td>N/A</td>
<td>$353</td>
<td>$245</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$912</td>
<td>N/A</td>
<td>$536</td>
<td>$374</td>
</tr>
<tr>
<td>Vision</td>
<td>E only</td>
<td>$113</td>
<td>N/A</td>
<td>$84</td>
<td>$29</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
<td>$214</td>
<td>N/A</td>
<td>$126</td>
<td>$88</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>$327</td>
<td>N/A</td>
<td>$193</td>
<td>$134</td>
</tr>
</tbody>
</table>
New Business
EAST ALLEN COUNTY SCHOOLS

RESOLUTION TO ADOPT THE 2013 BUS REPLACEMENT PLAN

This resolution is adopted by the Board of Trustees of East Allen County Schools of Allen County, Indiana.

WHEREAS, a School Bus Replacement Plan has been established; and

WHEREAS, the Board of Trustees is required under IC 20-46-5-6 to adopt a plan with respect to a School bus Replacement Plan; and

WHEREAS, the Board of Trustees held a public hearing on the plan on the 4th day of September, 2012 at Administration Building, 1240 State Road 930 East, New Haven, Indiana 46774.

THEREFORE, BE IT RESOLVED by the Board of Trustees that the plan entitled East Allen County Schools’ School Bus Replacement Plan for the years 2013 through 2024 is hereby incorporated by reference into this resolution, and is adopted as the Board of Trustees’ Plan with respect to the School Bus Replacement Plan.

BE IT FURTHER RESOLVED, the Board of Trustees shall submit a certified copy of this resolution (including the adopted plan and the Calculation Worksheet) to the Department of Local Government Finance as required by IC 20-46-5-9 for approval.

Adopted this 16th day of October, 2012.

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ATTEST: _____________________
Terry Jo Lightfoot, Secretary
EAST ALLEN COUNTY SCHOOLS

RESOLUTION TO ADOPT THE 2013 CAPITAL PROJECTS FUND PLAN

This resolution is adopted by the Board of Trustees of East Allen County Schools of Allen County, Indiana.

WHEREAS, a Capital Projects Fund Plan has been established; and

WHEREAS, the Board of Trustees is required under IC 20-46-6-8.1 to adopt a plan with respect to the School Capital Projects Fund; and

WHEREAS, the Board of Trustees held a public hearing on the plan on the 4th day of September, 2012 at Administration Building, 1240 State Road 930 East, New Haven, Indiana 46774.

THEREFORE, BE IT RESOLVED by the Board of Trustees that the plan entitled East Allen County Schools' Capital Projects Plan for the years 2013 through 2015 is hereby incorporated by reference into this resolution, and is adopted as the Board of Trustees' plan with respect to the School Capital Projects Fund.

BE IT FURTHER RESOLVED, the Board of Trustees shall submit a certified copy of this resolution (including the adopted plan) to the Department of Local Government Finance as required by IC 20-40-8-8 for approval.

Adopted this 16th day of October 2012.

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ATTEST: __________________________________

Terry Jo Lightfoot, Secretary
EAST ALLEN COUNTY SCHOOLS
Resolution for the Tax Neutrality of Pension Bond Tax Levy – 2013

WHEREAS, the Board of Trustees held a public hearing on the 2013 Budget on the 4\textsuperscript{th} day of September, 2012 at Administration Building, 1240 State Road 930 East, New Haven, Indiana 46774; and

WHEREAS, Indiana Code 20-48-1-2 has been amended effective March 19, 2012, to provide that if the governing body of a school corporation adopts a resolution specifying that the adjustment percentages under Subsection (f) shall apply to the school corporation, then the adjustment percentages set forth in Subsection (f) shall be used for the budget years 2013 and thereafter when determining the amount of the levy or levies a school corporation must reduce in one or more of a school corporation’s transportation fund levy, the school bus replacement fund levy, capital projects fund levy and art association fund levy and historical society fund levy to neutralize the levy for its retirement/severance bond debt service fund; and

WHEREAS, the Board of Trustees desires to have the adjustment percentages set forth in Indiana Code 20-48-1-2(f), as amended, to apply to East Allen County Schools; and

THEREFORE, BE IT RESOLVED that the adjustment percentages set forth under Indiana Code 20-48-1-2(f), as amended, shall apply to East Allen County Schools, and this resolution shall be treated for all intents and purposes as satisfying all of the requirements set forth in Indiana Code 20-48-1-2(c)(5)(B), as amended, by twenty-five percent (25\%) for taxes due and payable in 2013, fifty percent (50\%) for taxes due and payable in 2014, seventy-five percent (75\%) for taxes due and payable in 2015 and one hundred percent (100\%) for taxes due and payable after 2015.

BE IT FURTHER RESOLVED by the Board of Trustees of East Allen County Schools that the maximum levy for its Bus Replacement Fund for the year 2013 shall be reduced by the required reduction for the levy of its Retirement/Severance Bond Service Fund allocable to the Taxable General Obligation Pension Bonds of 2004.

Adopted this 16\textsuperscript{th} day of October, 2012.

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ATTEST: Terry Jo Lightfoot, Secretary
EAST ALLEN COUNTY SCHOOLS

2013 BUDGET (LINE 2) RESOLUTION – ALL FUNDS

WHEREAS, the Board of School Trustees is the governing body of the East Allen County Schools, Allen County, Indiana, and

WHEREAS, expenditure calculations used to prepare the budget and establish tax levies and rates for advertisement are projections of events that may take place over the next six months, and

WHEREAS, the Board of School Trustees is required to advertise the 2013 Budget six months prior to implementation, and

WHEREAS, the Board of School Trustees wishes to impose the most appropriate tax rate on the patrons of East Allen County to insure appropriate levies to fund the school budget.

THERFORE, BE IT RESOLVED, that the Board of School Trustees grants the appropriate authority to Kirby W. Stahly, Asst. Superintendent of Administrative Services, to lower appropriate balances where necessary to more accurately reflect necessary expenditures for July 1 to December 31, 2012 on School Budget Form 4(B) – “Budget Estimate – Financial Statement – Proposed Tax Rate”, Line 2.

The resolution was duly made, seconded and adopted this 16th day of October 2012.

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ATTEST: _________________________________
Terry Jo Lightfoot, Secretary
EAST ALLEN COUNTY SCHOOLS

Resolution to Adopt the 2013 General Fund, Debt Service Fund, Pension Bond Debt Fund, Capital Projects Fund, Transportation Operating Fund, Bus Replacement Fund, Art Association Fund, and General Fund Referendum Budgets

This resolution is adopted by the Board of Trustees of East Allen County Schools of Allen County, Indiana.

WHEREAS, General Fund, Debt Service Fund, Pension Bond Debt Fund, Capital Projects Fund, Transportation Operating Fund, Bus Replacement Fund, and Art Association Fund budgets have been established; and

WHEREAS, the Board of Trustees is required to adopt budgets/plans with respect to these Funds; and

WHEREAS, the Board of Trustees held a public hearing on the budgets/plans on the 4th day of September, 2012 at Administration Building, 1240 State Road 930 East, New Haven, Indiana 46774.

NOW, THEREFORE BE IT RESOLVED by Board of Trustees that budgets entitled General Fund, Debt Service Fund, Pension Bond Debt Fund, Capital Projects Fund, Transportation Operating Fund, Bus Replacement Fund, and Art Association Fund for the year 2013 are hereby incorporated by reference into this resolution, and are adopted by the School Board of Trustees.

BE IT FURTHER RESOLVED, the Board of Trustees shall submit a certified copy of this resolution to the Department of Local Government Finance for approval.

Adopted this 16th day of October, 2012.

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ATTEST: ___________________________ Terry Jo Lightfoot, Secretary
EAST ALLEN COUNTY SCHOOLS
CONCERNING BALANCING ACCOUNTS FOR THE
2012 GENERAL AND TRANSPORTATION FUNDS

WHEREAS, the Indiana State Board of Accounts requires that all school corporation fund accounts for the budget year not show a deficit amount; and

WHEREAS, the budget accounts for the school corporation are estimated eighteen months prior to the completion of a budget year and the actual expenditure may be more or less than the amount estimated; and

WHEREAS, this transfer does not require the expenditure of more money than the total amount set out in the 2012 budget as adjusted by additional appropriations, reductions and encumbrances;

NOW, THEREFORE, BE IT RESOLVED that the Board of School Trustees of the East Allen County Schools, New Haven, Indiana, allows the Assistant Superintendent of Administrative Services to increase/decrease appropriations within the total budget of the General Fund and Transportation Fund 2012 in an effort to balance accounts within the respective fund.

Adopted this 16th day of October, 2012.

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ATTEST: ____________________  Terry Jo Lightfoot, Secretary
Formal Parkview Agreements for Medical Services (Near-Clinic), Employee Assistance Program (EAP) / Wellness, and Community Benefit that at the aggregate level will cost on an annual basis $200,000. The Board of School Trustees approved the selection of Parkview Health Services for these program services on June 19, 2012 at an annual cost of $200,000."
MEDICAL SERVICES AGREEMENT

This Medical Services Agreement ("Agreement") is made by and between Parkview Health System, Inc. d/b/a Parkview Physicians Group ("PPG"), an Indiana non-profit corporation, maintaining offices at 1234 E. Dupont Rd., Suite 1, Fort Wayne, Indiana 46815, and East Allen County Schools, a public school district that serves Allen County, Indiana and maintains offices at 1240 Indiana 930 East, New Haven, Indiana 46774 ("EACS"). PPG and EACS shall individually be referenced herein as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, PPG employs and/or contracts with medical professionals who are in good standing and licensed to practice their profession under the laws of the State of Indiana; and

WHEREAS, all medical personnel employed or contracted with PPG are trained in the area of their designated specialty, including primary care, and provide healthcare services to clients of PPG; and

WHEREAS, EACS desires to engage the services of PPG for the benefit of EACS’s employees and their dependents who are enrolled in EACS’s health benefit plan(s).

NOW, THEREFORE, in consideration of the mutual agreements, covenants, conditions, promises and terms hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I. TERM AND TERMINATION.

This Agreement shall commence as of September 1, 2012 ("Effective Date") and be in force for a period of two (2) years from the Effective Date through the end of the day on August 31, 2014 ("Expiration Date"). This Agreement shall expire on the Expiration Date unless it is extended by the written agreement of both Parties prior to the Expiration Date.

Either Party may terminate this Agreement without cause at any time during the term of this Agreement upon giving the other Party ninety (90) days’ prior written notice of its intention to terminate.

At any time following the Effective Date, this Agreement may be terminated for cause by either Party to this Agreement in the event of a material breach of any provision of this Agreement by the other Party. The non-breaching Party shall give written notice of the material breach to the breaching Party, containing a specific statement of the material breach. The breaching Party shall have thirty (30) days from the receipt of such notice to correct the material breach or the non-breaching Party may immediately terminate this Agreement effective at the end of said thirty (30) day period.

ARTICLE II. HEALTH SERVICES.

PPG agrees to provide EACS the following services (the "Health Services") for the benefit of EACS’s employees and their dependents enrolled in EACS’s health plan(s) ("Covered Persons"): 

1
ARTICLE III. PAYMENT.

(a) For all services rendered by PPG for Covered Persons as set forth in this Agreement, EACS shall pay PPG monthly in advance the amount forth in Exhibit A.

In addition, the cost of laboratory services, any durable medical equipment and orthotic supplies, and medications for Covered Persons is the financial responsibility of EACS. PPG shall maintain a supply of medications that the Parties mutually agree should be available for use in the care and treatment of Covered Persons at FirstCare Walk-in Clinics. PPG shall bill EACS monthly for such medications dispensed to Covered Persons at the cost paid by PPG, and EACS shall reimburse PPG within fifteen (15) days of invoice.

In the event this Agreement is terminated, EACS shall have no further obligation to pay PPG any amounts other than any outstanding amount for services provided prior to termination.

(b) No later than each anniversary of the Effective Date, the fees and costs of all services provided hereunder shall be reviewed by both Parties. After review, such amounts may be adjusted, based upon the mutual agreement of the Parties and the execution of an amendment to this Agreement.

Any adjustment shall take effect ninety (90) days after the Parties mutually agree upon fees and costs, but no earlier than the anniversary of the Effective Date. PPG or EACS may terminate this Agreement upon giving thirty (30) days written notice to the other Party in the event the Parties are unable to reach an agreement.

ARTICLE IV. PLACEMENT AND NON-SOLICITATION.

During the term of this Agreement and for a period of one (1) year following the termination of this Agreement for whatever reason, EACS shall not solicit nor make any offer to any PPG personnel, directly or indirectly, the services or curriculum vitae of whom were provided or offered to EACS pursuant to this Agreement, to become employed by or to become involved, associated or affiliated with, directly or indirectly, EACS or any of its affiliates, unless otherwise agreed to in writing by PPG.

In the event EACS desires to enter into a permanent association with any employee of PPG providing services pursuant to this Agreement, PPG, in its sole discretion, may release EACS from the terms of this Article IV provided: (i) a placement fee of Twenty Thousand Dollars ($20,000) will be paid to PPG within thirty (30) days of such permanent association; and (ii) all fees due and owing pursuant to this Agreement have been paid in full by EACS.

The terms of this Article IV shall survive the termination of this Agreement.
ARTICLE V. STANDARDS OF PERFORMANCE.

PPG agrees that the performance of all Health Services pursuant to this Agreement shall conform to those community standards appropriate for the delivery of health care services. PPG personnel performing services set forth in this Agreement shall qualify as a health care provider under the Indiana Medical Malpractice Act, to the extent available by law, and remain so qualified during the term of this Agreement.

ARTICLE VI. INDEMNITY.

Each Party agrees to indemnify, defend, and hold harmless the other Party from any and all liabilities, costs and expenses (including attorney fees) incurred by reason of the negligence or breach of this Agreement by the indemnifying Party, its agents, contractors or employees.

ARTICLE VII. INSURANCE.

PPG shall self-insure or maintain policies of professional liability insurance in such amounts as shall be necessary to qualify PPG and any PPG physician or personnel providing services pursuant to this Agreement as a “qualified provider” under the Indiana Medical Malpractice Act, to the extent available by law. Any PPG physician or personnel providing services pursuant to this Agreement shall become and remain a “qualified provider” under the Indiana Malpractice Act (I.C. § 34-18 et seq.), to the extent available by law. The insurance maintained by PPG for itself, and the PPG physicians and personnel providing services pursuant to this Agreement, shall at all times provide coverage for acts or omissions involving Health Services rendered by any PPG physician and if and as applicable, all PPG personnel providing services pursuant to this Agreement. PPG’s insurance shall provide coverage for, including but not limited to, malpractice claims made during or after termination of this Agreement based on conduct alleged to have occurred during the term of this Agreement.

ARTICLE VIII. THIRD PARTY BENEFICIARIES.

It is expressly agreed by the Parties hereto that this Agreement shall not be construed or deemed made for the benefit, direct or indirect, of any third party or parties.

ARTICLE IX. RELATIONSHIP.

(a) PPG is, and in all events shall be, an independent contractor and nothing contained herein shall be construed as constituting PPG as the employee, agent, partner, or legal representative of EACS for any purpose whatsoever, except as otherwise set forth herein. PPG specifically acknowledges that neither it nor any of its agents or employees, including the personnel providing services pursuant to this Agreement, are entitled to participate in any of EACS’s benefits plans. Likewise, the Parties agree that PPG is not a fiduciary under ERISA and does not have any obligations under any of EACS benefits plans.

(b) PPG shall enter into contracts for the furnishing of services contemplated by this Agreement at its sole risk and expense and shall be solely responsible for the
direction, control and management of its agents and employees. PPG assumes full responsibility for the payment of all federal, state and local taxes, social security and unemployment compensation taxes, withholding taxes and all other taxes or charges applicable to PPG’s actions, employees, facilities and materials utilized while performing services under the terms of this Agreement.

(c) PPG acknowledges that it does not have the right or authority to incur any obligations or responsibilities on behalf of EACS, except as otherwise set forth herein, or to bind EACS by any representations or warranties and agrees not to hold itself out as having such authority, except as otherwise set forth herein.

(d) The Parties agree, all other provisions of this Agreement notwithstanding, to handle all communications between the Parties pertaining to “protected health information” (as that term is defined in the Health Insurance Portability and Accountability Act “HIPAA”) in a manner compliant with applicable HIPAA regulations and requirements of the Family Educational Rights and Privacy Act to the extent applicable.

ARTICLE X. COMPLIANCE WITH LAWS.

PPG represents, warrants, certifies and covenants that it shall perform all activities required under this Agreement in compliance with all applicable national, state and local laws, including, but not limited to environmental health and safety laws and regulations.

Neither PPG nor EACS intends to, or will, give or receive, or offer to give or receive, anything of value, either directly or indirectly, for the referral of patients or for arrangement or furnishing of any item or service for which payment may be made by Medicare or Medicaid and is in violation of applicable federal statutory law.

EACS represents, warrants, certifies and covenants to PPG that it has sought and obtained independent legal advice in the design of its health benefit plan(s), including the design of any high deductible option with health care savings accounts available through its health benefit plan(s), and in the review of this Agreement. EACS understands and agrees that PPG makes no representation or warranty whatsoever as to whether EACS’s health benefit plan(s), the terms of this Agreement, or any payments made by the Parties or by any Covered Persons pursuant to this Agreement satisfy the requirements of any laws or regulations pertaining to health benefit plan(s), including the design of any high deductible option with health care savings accounts available. EACS releases PPG and shall hold PPG harmless from any and all claims based on the failure or alleged failure of EACS’s health benefit plan(s), the terms of this Agreement, or any payments made by the Parties or by any Covered Persons pursuant to this Agreement to satisfy the requirements of any laws or regulations pertaining to health benefit plan(s), including the design of any high deductible option with health care savings accounts available.

ARTICLE XI. BOOKS AND RECORDS; RECORDS RETENTION.

(a) PPG shall maintain complete and accurate records in connection with the Health Services provided hereunder.
Financial Records: PPG shall retain, for two (2) years following final payment by EACS, all records related to the payment for Health Services performed under this Agreement.

Health Records: PPG shall maintain all health records evidencing Health Services provided under this Agreement to EACS Covered Persons for a minimum of eight (8) years from the last date PPG provides Health Services to an EACS Covered Person. PPG shall provide EACS with access to all health records as permitted under the law.

This Article XI shall survive termination of this Agreement.

ARTICLE XII. ASSIGNMENT OR DELEGATION.

No right or interest in this Agreement shall be assigned by either PPG or EACS without the written permission of the other Party, and no delegation of any obligation owed to PPG or EACS shall be made without the written permission of the other Party. Any attempted assignment or delegation without such permission shall be wholly void and totally ineffective for all purposes.

ARTICLE XIII. ENTIRE AGREEMENT.

There are no other agreements or understandings, either oral or written, between the Parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the Parties relating to the subject matter covered by this Agreement. No change or modification of any portion of this Agreement shall be valid or binding upon the Parties hereto unless the same is approved in writing by the Parties.

ARTICLE XIV. SEVERABILITY.

If any provision of this Agreement or the application thereof to any entity, person, or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of its provisions to other entities, persons, or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE XV. GOVERNING LAW.

The Parties agree that the substantive laws of the State of Indiana, without reference to principles of conflicts of law, shall govern the performance and enforcement of this Agreement with exclusive jurisdiction and venue in Allen County, Indiana.

ARTICLE XVI. CONFIDENTIALITY.

The terms and conditions of this Agreement shall be strictly confidential. The Parties and their employees and/or agents shall not directly or indirectly discuss, or otherwise disclose or communicate, the foregoing to any person or entity other than their respective attorneys,
financial advisors or accountants without the express written consent of the other Party, unless compelled by subpoena or other legal process.

This Article XVI shall survive the expiration or termination of this Agreement.

ARTICLE XVII. NOTICES.

All notices required or permitted hereunder shall be given in writing by actual delivery or by registered or certified U.S. mail, postage prepaid. Notice shall be deemed given upon delivery, or by mail, upon depositing with the U.S. Postal Service. Notice shall be delivered or mailed to the Parties at the following addresses or at such other places as the Parties shall designate in writing.

PPG: Parkview Physicians Group  
1234 E. Dupont Rd., Suite 1  
Fort Wayne, Indiana 46815  
Attn: Chief Operating Officer

EACS: East Allen County Schools  
1240 Indiana 930 East  
New Haven, IN 46774  
Attn: Kirby Stahly

ARTICLE XVII. AMENDMENT.

This Agreement shall be amended only by an instrument in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date stated below their respective signatures.

PARKVIEW HEALTH SYSTEM, INC.  EAST ALLEN COUNTY SCHOOLS
D/B/A PARKVIEW PHYSICIANS GROUP

Name

Title

Date

Name

Title

Date
EXHIBIT A
PRIMARY CARE WALK-IN CLINIC SERVICES

a. PPG shall make primary care health services available to Covered Persons of EACS at Parkview FirstCare Walk-in Clinic ("FirstCare Walk-in") locations as set forth below. These health services will be available to Covered Persons during standard business hours. Additionally, the FirstCare Walk-in located in New Haven, Indiana will open one hour early each week day, specifically for health services by appointment for the Covered Persons of EACS. Scheduled office hours and FirstCare Walk-in locations are subject to change at PPG’s discretion.

b. The FirstCare Walk-in located at New Haven, Indiana will be the primary service provider for EACS and the location where the health care services will initially be available to Covered Persons.

c. After PPG’s current implementation of an integrated medical record system is complete, all FirstCare Walk-in locations will be available to Covered Persons of EACS for services routinely provided by FirstCare Walk-in. PPG will inform EACS when the system implementation is complete and services are available at locations other than FirstCare Walk-in in New Haven, Indiana; this is presently expected to be sometime before the end of the first calendar quarter of 2013.

d. Healthcare personnel at FirstCare Walk-in shall provide those services routinely available at FirstCare Walk-in locations to the Covered Persons of EACS. Patients with an emergent health condition and patients with conditions not routinely available at FirstCare Walk-in locations shall be referred to other providers able to provide the appropriate care. Treatment for such emergent and other conditions is excluded from the scope of Health Services provided pursuant to this Agreement, and the cost of such services shall be born by EACS and its employees and their dependents who are Covered Persons.

e. PPG personnel may attend and participate in EACS Committee meetings as needed, upon request and approval of the designated representative.

RELATED FEES

Fees for Primary Care Walk-in Services are $_________ monthly, with an anticipated implementation date of September 1, 2012.
EMPLOYEE ASSISTANCE & WELLNESS SERVICES AGREEMENT

This Employee Assistance & Wellness Services Agreement ("Agreement") is made by and between Parkview Occupational Health Centers, Inc., an Indiana non-profit corporation, maintaining offices at 3103 East State Boulevard, Fort Wayne, Indiana 46805 ("POHC"), and East Allen County Schools, a public school district that serves Allen County, Indiana and maintains offices at 1240 Indiana 930 East, New Haven, Indiana 46774 ("EACS"). POHC and EACS shall individually be referenced herein as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, POHC employs and/or contracts with health care professionals who are in good standing and licensed to practice their profession under the laws of the State of Indiana; and

WHEREAS, all health care personnel employed or contracted with POHC are trained in the area of their designated specialty and provide healthcare services to clients of POHC; and

WHEREAS, EACS desires to engage the services of POHC for the benefit of EACS’s employees.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, conditions, promises and terms hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I. TERM AND TERMINATION.

This Agreement shall commence on September 1, 2012 ("Effective Date") and be in force for a period of two (2) years from the Effective Date through the end of the day on August 31, 2014 ("Expiration Date"). This Agreement shall expire on the Expiration Date unless it is extended by the written agreement of both Parties prior to the Expiration Date.

Either Party may terminate this Agreement without cause at any time during the term of this Agreement upon giving the other Party ninety (90) days’ prior written notice of its intention to terminate.

At any time following the Effective Date, this Agreement may be terminated for cause by either Party to this Agreement in the event of a material breach of any provision of this Agreement by the other Party. The non-breaching Party shall give written notice of the material breach to the breaching Party, containing a specific statement of the material breach. The breaching Party shall have thirty (30) days from the receipt of such notice to correct the material breach or the non-breaching Party may immediately terminate this Agreement effective at the end of said thirty (30) day period.

ARTICLE II. HEALTH SERVICES.

POHC agrees to provide EACS the following services (the "Health Services"): (a) For the benefit of EACS employees and all people living with them in the same household and any other dependents they may have, Employee Assistance
Programs ("EAP"), herein described in Exhibit A, which is attached hereto and incorporated herein by reference; and

(b) For the benefit of EACS employees enrolled in EACS’s health plan(s) and their spouses, Wellness Services, herein described in Exhibit B, which is attached hereto and incorporated herein by reference.

Any person covered by services under either paragraph (a) or paragraph (b) shall be referred to hereinafter as a "Covered Person."

ARTICLE III. PAYMENT.

(a) For all services rendered by POHC for Covered Persons as set forth in this Agreement, EACS shall pay POHC monthly in advance the amounts set forth in Exhibits A and B. POHC represents and warrants that this amount represents fair market value for the services provided pursuant to this Agreement.

Except as otherwise set forth herein, the cost of providing on-site space and the cost of any supplies and equipment necessary for providing the Health Services to Covered Persons is the financial responsibility of EACS. Any purchase of supplies and equipment for EACS Covered Persons shall be a collaboration with POHC and shall be acquired and paid for by EACS. Any purchase of supplies or equipment by POHC for EACS shall be made in the name of or identified upon purchase to be for the benefit of EACS. In that event, POHC shall bill EACS for such supplies and equipment at the cost paid by POHC, and EACS shall reimburse POHC within fifteen (15) days of invoice.

In the event this Agreement is terminated, EACS shall have no further obligation to pay POHC any amounts other than any outstanding amount for services provided prior to termination.

(b) No later than each anniversary of the Effective Date, the fees and costs of all services provided hereunder shall be reviewed by both Parties. After review, such amounts may be adjusted, based upon the mutual agreement of the Parties and the execution of an amendment to this Agreement.

Any adjustment shall take effect ninety (90) days after the Parties mutually agree upon fees and costs, but no earlier than the anniversary of the Effective Date. POHC or EACS may terminate this Agreement upon giving thirty (30) days written notice to the other Party in the event the Parties are unable to reach an agreement.

ARTICLE IV. PLACEMENT AND NON-SOLICITATION.

During the term of this Agreement and for a period of one (1) year following the termination of this Agreement for whatever reason, EACS shall not solicit nor make any offer to any POHC personnel, directly or indirectly, the services or curriculum vitae of whom were provided or offered to EACS pursuant to this Agreement, to become employed by or to become involved, associated or affiliated with, directly or indirectly, EACS or any of its affiliates, unless otherwise agreed to in writing by POHC.
In the event EACS desires to enter into a permanent association with any employee of POHC providing services pursuant to this Agreement, POHC, in its sole discretion, may release EACS from the terms of this Article IV provided: (i) a placement fee of Twenty Thousand Dollars ($20,000) will be paid to POHC within thirty (30) days of such permanent association; and (ii) all fees due and owing pursuant to this Agreement have been paid in full by EACS.

The terms of this Article IV shall survive the termination of this Agreement.

ARTICLE V. STANDARDS OF PERFORMANCE.

POHC agrees that the performance of all Health Services pursuant to this Agreement shall conform to those community standards appropriate for the delivery of health care services. POHC personnel performing services set forth in this Agreement shall qualify as a health care provider under the Indiana Medical Malpractice Act, to the extent available by law, and remain so qualified during the term of this Agreement.

ARTICLE VI. INDEMNITY.

Each Party agrees to indemnify, defend, and hold harmless the other Party from any and all liabilities, costs and expenses (including attorney fees) incurred by reason of the negligence or breach of this Agreement by the indemnifying Party, its agents, contractors or employees.

ARTICLE VII. INSURANCE.

POHC shall self-insure or maintain policies of professional liability insurance in such amounts as shall be necessary to qualify POHC and any POHC physician or personnel providing services pursuant to this Agreement as a “qualified provider” under the Indiana Medical Malpractice Act, to the extent available by law. Any POHC physician or personnel providing services pursuant to this Agreement shall become and remain a “qualified provider” under the Indiana Malpractice Act (I.C. § 34-18 et seq.), to the extent available by law. The insurance maintained by POHC for itself, and the POHC physicians and personnel providing services pursuant to this Agreement, shall at all times provide coverage for acts or omissions involving Health Services rendered by any POHC physician and if and as applicable, all POHC personnel providing services pursuant to this Agreement. POHC’s insurance shall provide coverage for, including but not limited to, malpractice claims made during or after termination of this Agreement based on conduct alleged to have occurred during the term of this Agreement.

ARTICLE VIII. THIRD PARTY BENEFICIARIES.

It is expressly agreed by the Parties hereto that this Agreement shall not be construed or deemed made for the benefit, direct or indirect, of any third party or parties.

ARTICLE IX. RELATIONSHIP.

(a) POHC is, and in all events shall be, an independent contractor and nothing contained herein shall be construed as constituting POHC as the employee, agent, partner, or legal representative of EACS for any purpose whatsoever, except as otherwise set forth herein. POHC specifically acknowledges that neither it nor any
of its agents or employees, including the personnel providing services pursuant to this Agreement, are entitled to participate in any of EACS’s benefits plans.

(b) POHC shall enter into contracts for the furnishing of services contemplated by this Agreement at its sole risk and expense and shall be solely responsible for the direction, control and management of its agents and employees. POHC assumes full responsibility for the payment of all federal, state and local taxes, social security and unemployment compensation taxes, withholding taxes and all other taxes or charges applicable to POHC’s actions, employees, facilities and materials utilized while performing services under the terms of this Agreement.

(c) POHC acknowledges that it does not have the right or authority to incur any obligations or responsibilities on behalf of EACS, except as otherwise set forth herein, or to bind EACS by any representations or warranties and agrees not to hold itself out as having such authority, except as otherwise set forth herein.

(d) The Parties agree, all other provisions of this Agreement notwithstanding, to handle all communications between the Parties pertaining to “protected health information” (as that term is defined in the Health Insurance Portability and Accountability Act “HIPAA”) in a manner compliant with applicable HIPAA regulations and requirements of the Family Educational Rights and Privacy Act to the extent applicable.

ARTICLE X. COMPLIANCE WITH LAWS.

POHC represents, warrants, certifies and covenants that it shall perform all activities required under this Agreement in compliance with all applicable national, state and local laws, including, but not limited to environmental health and safety laws and regulations.

Neither POHC nor EACS intend to, or will, give or receive, or offer to give or receive, anything of value, either directly or indirectly, for the referral of patients or for arrangement or furnishing of any item or service for which payment may be made by Medicare or Medicaid and is in violation of applicable federal statutory law.

ARTICLE XI. BOOKS AND RECORDS: RECORDS RETENTION.

(a) POHC shall maintain complete and accurate records in connection with the Health Services provided hereunder.

(b) Financial Records: POHC shall retain, for two (2) years following final payment by EACS, all records related to the payment for Health Services performed under this Agreement.

(c) Health Records: POHC shall maintain all health records evidencing Health Services provided under this Agreement to EACS Covered Persons for a minimum of eight (8) years from the last date POHC provides Health Services to an EACS Covered Person. POHC shall provide EACS with access to all health records as permitted under the law.

This Article XI shall survive termination of this Agreement.
ARTICLE XII. ASSIGNMENT OR DELEGATION.

No right or interest in this Agreement shall be assigned by either POHC or EACS without the written permission of the other Party, and no delegation of any obligation owed to POHC or EACS shall be made without the written permission of the other Party. Any attempted assignment or delegation without such permission shall be wholly void and totally ineffective for all purposes.

ARTICLE XIII. ENTIRE AGREEMENT.

There are no other agreements or understandings, either oral or written, between the Parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the Parties relating to the subject matter covered by this Agreement. No change or modification of any portion of this Agreement shall be valid or binding upon the Parties hereto unless the same is approved in writing by the Parties.

ARTICLE XIV. SEVERABILITY.

If any provision of this Agreement or the application thereof to any entity, person, or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of its provisions to other entities, persons, or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE XV. GOVERNING LAW.

The Parties agree that the substantive laws of the State of Indiana, without reference to principles of conflicts of law, shall govern the performance and enforcement of this Agreement with exclusive jurisdiction and venue in Allen County, Indiana.

ARTICLE XVI. CONFIDENTIALITY.

The terms and conditions of this Agreement shall be strictly confidential. The Parties and their employees and/or agents shall not directly or indirectly discuss, or otherwise disclose or communicate, the foregoing to any person or entity other than their respective attorneys, financial advisors or accountants without the express written consent of the other Party, unless compelled by subpoena or other legal process.

This Article XVI shall survive the expiration or termination of this Agreement.

ARTICLE XVII. NOTICES.

All notices required or permitted hereunder shall be given in writing by actual delivery or by registered or certified U.S. mail, postage prepaid. Notice shall be deemed given upon delivery, or by mail, upon depositing with the U.S. Postal Service. Notice shall be delivered or mailed to the Parties at the following addresses or at such other places as the Parties shall designate in writing.
EACS – POHC Agreement – Draft No 3

POHC: Parkview Occupational Health Centers, Inc.
10501 Corporate Drive
Fort Wayne, IN 46845
Attn: Lisa Schanbacher

CLIENT: East Allen County Schools
1240 Indiana 930 East
New Haven, IN 46774
Attn: Kirby Stahly

ARTICLE XVII. AMENDMENT.

This Agreement shall be amended only by an instrument in writing signed by the Parties hereto.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date stated below their respective signatures.

PARKVIEW OCCUPATIONAL HEALTH CENTERS, INC.  EAST ALLEN COUNTY SCHOOLS

__________________________________________  __________________________________________
Name                                                                                     Name

__________________________________________  __________________________________________
Title                                                                                     Title

__________________________________________  __________________________________________
Date                                                                                      Date
EXHIBIT A
EMPLOYEE ASSISTANCE PROGRAM

a. Offer assessment, counseling and/or financial counseling services to EACS employees and all people living with them in the same household and any other dependents they may have, using a three (3) session model at POHC’s designated EAP clinic location(s).

b. Provide a recommendation for referral and case management services when a problem area requires specialized services or a more intense level of care is needed beyond the brief counseling framework with the recommended referral based, to the extent possible, on available insurance coverage, patient’s choice and available patient care services.

c. Optional debriefing sessions and follow-up counseling for critical incidents (an example would be an event such as a robbery, workplace injury and/or death) available at a fee-for-service discounted rate of 25% off the standard rate.

d. Provide a multi-media presentation available through EACS Human Resources for employees to view as directed by EACS Human Resources. Posters, wallet cards, brochures and payroll stuffers will be provided promote available services.

e. Flyers, brochures and electronic media will be made available to EACS employees promoting special EAP events and educational materials (examples would be financial workshops, holiday stress survival workshops, etc.).

f. Provide information to EACS management staff for early identification, referral management, and crisis handling of workplace issues. Management assistance is available through brief telephone consultations or EAP consultations regarding mandatory referrals of staff to EAP, disciplinary actions, and substance abuse identifications, as identified by the manager.

g. EAP offers as part of EACS’s standard program, a fee-for-service discount of 25% on specialized management programs for EACS’s entire team or individual management coaching.

h. Optional on-site skill-building programs are available at a fee-for-service discounted rate of 25% off the standard rate. These workshops may be developed from EACS specific needs or chosen from a varied list of topics.

i. Supply quarterly utilization reports on volumes and types of services provided. Only aggregate information is reported; individual data will remain confidential.

RELATED FEES

Employee Assistance Program Services are included in the Wellness Program’s per-month fee, as set forth in Exhibit B, with an anticipated implementation date of September 1, 2012.
EXHIBIT B
WELLNESS PROGRAM

a. Wellness Coach will be available on site at EACS’s designated location(s) a minimum of 40 hours per sequential two-week period as requested by EACS. The actual hours per day and the days of the week for the performance of the services will be determined by mutual agreement of both Parties hereto. EACS agrees to provide a suitable space for the Wellness Coach’s activities at EACS’s designated location(s).

b. In the event that more than 40 hours of services are provided to EACS, in any given sequential two-week period, then EACS shall pay POHC for any additional hours at the rate of Forty Dollars ($40) per hour. If additional days are requested that include travel, an additional fee of Sixty-Seven Dollars ($67) per 2-way trip will be included.

c. Exceptions to the service hours and days at EACS’s facility must be requested by ___________________________ at EACS and Lisa Schanbacher, Executive Director, at POHC (or their respective successors or delegates) and approved by same. Generally, exceptions to the service hours and/or days that shall be considered will include (i) attendance at approved educational offerings; (ii) attendance at required meetings; and (iii) similar occurrences. EACS and POHC, in consultation with the Wellness Coach, will determine the need for replacement personnel to cover the wellness services in the absence of the designated Wellness Coach. All Parties agree that these exceptions shall be kept to a minimum.

d. Wellness Coach will have responsibility for managing a comprehensive on-site wellness program as mutually agreed upon by EACS and POHC.

e. Online Health Risk Assessments are available one time per year. The screening (height, weight and blood pressure) needed for the Health Risk Assessment is provided during the Wellness Coach’s onsite time. The cost of the lab tests needed for the Health Risk Assessment is not covered by this Agreement.

f. The Wellness Coach responsibilities will include, but shall not be limited to, the following:
   
i. Provide leadership to the EACS’s Wellness Committee via attendance at meetings, dissemination of pertinent health related information/data, development of calendar of 2012 – 2013 events and expertise related to program development and implementation.

   ii. Serve as an on-site, approachable, experienced wellness professional that employees can trust in and feel motivated by as they work toward a healthier lifestyle.

   iii. Develop education/awareness initiatives to encompass the following: benefits use; healthy lifestyle related issues; a better understanding of one’s own personal health status; and the importance of exercise programs in the overall wellness objectives.

   iv. Enhance participation with EACS’s Health Risk Appraisal. As follow-up, provide an individual wellness consultation appointment for each participant relative to the results of such Health Risk Appraisals.
v. Provide consistent and ongoing wellness coaching to at-risk employees, and direct them to the appropriate medical and/or community resources as needed. Collaborate with PFC medical director in all clinical matters.

vi. Track employee participation, satisfaction and outcomes for all corporate wellness programs/activities, and report same (in a timely manner) to EACS in a mutually agreed upon reporting format. Information will be reported in the aggregate only and in compliance with HIPAA and Indiana Privacy Laws.

vii. Work in partnership with EACS’s site, the Human Resources Manager, and other designated staff to ensure a universal approach to employee wellness that takes into consideration the EACS’s facility, policies, practices, procedures, and communication functions.

RELATED FEES

Fees for Wellness Services are $____ per month, with an anticipated implementation date of September 1, 2012.
COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement is made and entered into effective as of the 1st day of September, 2012, by and between Parkview Health System, Inc. d/b/a Parkview Physicians Group, an Indiana nonprofit corporation (“PPG”) and East Allen County Schools, a public school district that serves Allen County, Indiana (“EACS”).

WITNESSETH:

WHEREAS, PPG is a public benefit organization which is organized and operated exclusively to conduct, support, encourage and assist charitable and educational programs and projects, including providing health care and related services in Allen County, Indiana and in its surrounding communities, all for the overall health and benefit of the community and its citizens, both young and old; and

WHEREAS, the healthcare and education of young people is supportive of PPG’s commitment of supporting the health and wellness of the community; and

WHEREAS, EACS is a public school district that operates and provides educational services for the young people of the community; and

WHEREAS, EACS seeks ways to manage costs so that it can maintain its support of the health and welfare of EACS’s employees and their dependents who are enrolled in EACS’s health benefit plan(s), all to the ultimate improvement of health and education in the community; and

WHEREAS, supporting the health and welfare of the EACS’s employees and their dependents who are enrolled in EACS’s health benefit plan(s) supports the charitable and educational programs of EACS and is aligned with the mission of PPG; and

WHEREAS, by this Community Benefit Agreement, PPG desires to provide health services and financial support to EACS as identified by this Community Benefit Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. PPG shall support the cost of health services to be provided by PPG to EACS’s employees and their dependents, who are enrolled in EACS’s health benefit plan(s), at walk-in
health care clinics. Accordingly, PPG will provide to EACS, for the benefit of EACS’s employees and their dependents who are enrolled in EACS’s health benefit plan(s), primary care medical services (the “Health Services”) at the payment rates set forth in that certain Medical Services Agreement entered into effective as of September 1, 2012 between PPG and EACS. EACS understands that PPG’s costs incurred in providing the Health Services may exceed the amount of the payments made by EACS under the Medical Services Agreement. EACS and PPG understand and agree that PPG will consider the amount, by which PPG’s costs of providing the Health Services exceed the amount of the payments made by EACS, to be a community benefit.

2. The actual amount of the community benefit, which, as set forth in paragraph 1, above, shall be the amount by which PPG’s costs of providing the Health Services exceed the amount of the payments made by EACS, shall be calculated by PPG for each calendar year, or portion thereof, that this Community Benefit Agreement is in effect.

3. PPG shall report its community benefit made to EACS, pursuant to the terms of this Community Benefit Agreement, to the Internal Revenue Service and to such other state and local taxing authorities as may be applicable, pursuant to the IRS Form 990 or such other forms as are determined to be appropriate.

4. EACS agrees that it shall continue to maintain its status as a 501(c)(3) organization, as that status is recognized by the Internal Revenue Service. EACS acknowledges that the benefits provided by this Community Benefit Agreement to EACS are to support and provide for a community benefit, and as a result, EACS will exercise its skill, diligence and efforts to provide educational services that benefit the Allen County, Indiana community.

5. The promises and representations set forth in this Community Benefit Agreement shall be effective as of September 1, 2012 and shall remain in effect through August 31, 2014 or until the termination of the Medical Services Agreement, whichever is earlier. Nothing in this Community Benefit Agreement shall be interpreted to require either PPG or EACS to keep the Medical Services Agreement in force and effect.

6. EACS shall not assign the rights or obligations that are set forth in this Community Benefit Agreement.
7. This Community Benefit Agreement shall be construed and enforced under the laws of the State of Indiana. Venue for the resolution of any disputes shall be in Allen County, Indiana.

IN WITNESS WHEREOF, the parties have caused this Community Benefit Agreement to be executed on the date(s) set forth below.

PARKVIEW OCCUPATIONAL HEALTH CENTERS, INC.

By: ________________________________
Its: ________________________________
Date: ______________________________

EAST ALLEN COUNTY SCHOOLS

By: ________________________________
Its: ________________________________
Date: ______________________________
EAST ALLEN COUNTY SCHOOLS
1240 State Rd. 939 East, New Haven, Indiana 46774

AGREEMENT

This Agreement is entered into the 7th day of September, 2012, by and between the East Allen County Schools and

Darla Kaiser

Name

1408 Bedford Dr. New Haven, IN 46774

Address

307-82-2521

Social Security

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

1. Darla Kaiser will perform certain services for and on behalf of the East Allen County Schools. These services are described as Parent Title I Coordinator and will be performed on the following dates: On a weekly basis not to exceed a total of 135 hours at Highland Terrace Elem. and a total of 180 hours at Meadowbrook Elementary for 2012/13 school year.

2. In return for the services described above, the East Allen County Schools agrees to pay the person performing the services as follows: $20/hour. 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:

412 33100 593 0054-1112

PERSON OR FIRM PROVIDING SERVICES

Date of Signature 9/20/12

Darla Kaiser

Signature

Title: Parent Coordinator

EACS Employee Administering This Agreement: ____________________________

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5/06 (R)