AGENDA

1.0 ROUTINE ITEMS
1.1 Call to Order
1.2 Pledge of Allegiance
1.3 Election of Officers
1.4 Approval of Agenda
1.5 Recognition
   - HEHS FFA Chapter
   - EACS School Accountability Grades
1.6 Review Board Code of Conduct
1.7 Committee Assignments: East Allen Educational Foundation
   East Allen Wellness Advisory Committee
   Fort Wayne Museum of Art Board
   Common Wage Hearing Representation
   Transportation Appeal Committee
1.8 Appointment of Treasurer and Deputy Treasurer
1.9 Appointment of Common Wage Committee Members
1.10 Delegation of Authority in the Absence of the Superintendent
1.11 Schedule of Board Meetings for 2014-15SY

2.0 PUBLIC EXPRESSIONS – AGENDA ITEMS*

3.0 CONSENT ITEMS
3.1 Human Resources Report
3.2 Financial Reports
3.3 Meetings and Conferences
3.4 Minutes – Executive Session - December 5, 2013
3.5 Minutes - Regular Meeting - December 10, 2013

4.0 ACTION ITEMS
14-0107-4.1 Application and Receipt of Funds for 21st Century Community Learning Center Partnerships
14-0107-4.2 Expense Reduction Analysis (ERA) Agreement
14-0107-4.3 Priority Engineering Consultant Agreement
14-0107-4.4 Heritage K-12 Project - Change Order #9 – Tapered Roof Modification
14-0107-4.5 Woodlan K-12 Project - Change Order #3 – Unsuitable Soil in New Parking Lot

DISCUSSION/ACTION ITEMS
14-0107-4.6 General Obligation (GO) Bond Projects (Security Cameras)
14-0107-4.7 Contract with IEP Therapy
5.0 INFORMATION/DISCUSSION ITEMS

INFORMATION ITEMS
5.1 4th Quarter Allocations/Grant Awards
5.2 Secondary Course Catalog Revisions
5.3 2014 Edward Byrne Memorial Justice Assistance Grant – Not Recommended for Funding
5.4 District Climate Survey

DISCUSSION ITEMS
5.5 Resolution Regarding Fundraiser Activities
5.6 Revision to Board Policies 2006, 4008 and Appendix H (Meet and Confer)
5.7 Sale of Harlan Elementary School

6.0 PUBLIC EXPRESSIONS – NON-AGENDA ITEMS*

7.0 SUPERINTENDENT COMMENTS

8.0 BOARD COMMENTS

9.0 ADJOURNMENT

NEXT BOARD MEETING
JANUARY 21, 2014
ADMINISTRATION BUILDING
BOARD ROOM
6:30 PM

*Public expression is limited to 3 minutes per speaker.

DREAM IT. DO IT.
Routine
Items
1. I take very seriously my obligations to various constituents affected by my decisions, and I fully intend to uphold my responsibilities in accordance with the law of the State of Indiana’s Board of Education.

2. I will work in what I believe is in the best interest of all students and taxpayers of East Allen County Schools.

3. I understand that the Board of School Trustees makes decisions as a team and as an individual member I will not commit the Board to any action.

4. I understand the policy-making authority rests with the Board of School Trustees and those policies are to be administered by the Superintendent and his/her staff. I will make no personal promises, nor take any private action, that may compromise the Board.

Together we are East Allen County Schools.

Adopted this _____ day of ____________, 2014.
DELEGATION OF AUTHORITY IN THE ABSENCE OF THE SUPERINTENDENT

Background:

In accordance with Board Policy 3005, the Board shall be notified annually of the Superintendent's designees and "...the Superintendent shall designate at least two Administrators to be familiar with Board and Superintendent issues, management styles, and Board policies."

Recommendation:

In the absence of the Superintendent, Mr. Kirby Stahly, Assistant Superintendent of Administrative Services; Dr. Michael Shaffer, Assistant Superintendent of School Management and Special Programs; and Mrs. Marilyn Hissong, Assistant Superintendent of Curriculum and Instruction are delegated authority to act in his place.
EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES
NOTICE OF MEETINGS
JULY 2014 – JULY 2015

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

DATE OF MEETING

+Tuesday, July 15, 2014
Tuesday, August 5, 2014
+Tuesday, August 19, 2014
Tuesday, September 2, 2014
Tuesday, September 16, 2014
Tuesday, October 7, 2014
Tuesday, October 21, 2014
*Monday, November 3, 2014
Tuesday, November 18, 2014
Tuesday, December 9, 2014
Tuesday, January 6, 2015
Tuesday, January 20, 2015
Tuesday, February 3, 2015
Tuesday, February 17, 2015
Tuesday, March 3, 2015
Tuesday, March 17, 2015
*Tuesday, April 14, 2015
Tuesday, May 5, 2015
Tuesday, May 19, 2015
Tuesday, June 2, 2015
Tuesday, June 16, 2015

EACS meetings of the Board of School Trustees are generally scheduled on the 1st and 3rd Tuesday of each month. Only one meeting is held during the months of April, July and December. Changes are made to the schedule of meetings as necessary.

* Denotes departure from regularly scheduled 1st and 3rd Tuesday board meetings.
+ Denotes meetings specifically established for budget presentations.

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

Adopted __________
Consent Items
ACTION AGENDA

January 7, 2014

Board Agenda Item 3.1

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.

Kenneth H. Folks
Superintendent of Schools

Prepared: Amanda Ricketts

Approved: ____________________________

Budget: Kirby Stahly

Legal: ____________________________
Board Report  
January 7, 2014

**CERTIFIED NEW HIRES**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mazock, Ernest</td>
<td>Science teacher – WOHS</td>
<td>1/8/2014</td>
</tr>
<tr>
<td>Peppler, Angela</td>
<td>Art teacher – NHPS</td>
<td>1/8/2014</td>
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</tbody>
</table>

**CLASSIFIED NEW HIRES**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Badders, Michelle</td>
<td>Instructional Para – WOPS</td>
<td>1/8/2014</td>
</tr>
<tr>
<td>Delagrange, Jade</td>
<td>Bus Driver</td>
<td>11/27/2013</td>
</tr>
<tr>
<td>Hampshire, Don</td>
<td>Bus Driver</td>
<td>12/11/2013</td>
</tr>
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</table>

**CLASSIFIED - OTHER**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gerardot, Judy</td>
<td>Change in assignment - Bus Driver to Temp. Clerical</td>
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</table>

**CERTIFIED TERMINATIONS**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Filutze, John</td>
<td>Teacher- PHJH (9 yrs. w/EACS)</td>
<td>1/6/2014</td>
<td>Resignation</td>
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</table>

**CLASSIFIED TERMINATIONS**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Berndt, Janet</td>
<td>Bus Driver (18 yrs. w/EACS)</td>
<td>12/9/2013</td>
<td>Termination</td>
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<tr>
<td>Gilford, Kimberly</td>
<td>Media Para – NHPS (29.5 yrs. w/EACS)</td>
<td>12/20/2013</td>
<td>Retirement</td>
</tr>
<tr>
<td>Manalo, Irisan</td>
<td>Nurse – NHHS (5 yrs. w/EACS)</td>
<td>1/2/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td>Shane, Shawna</td>
<td>SpEd Para – NHHS (13 yrs. w/EACS)</td>
<td>12/20/2013</td>
<td>Resignation</td>
</tr>
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</table>

**CERTIFIED LEAVES**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
</table>

**CLASSIFIED LEAVES**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moyer, Janet</td>
<td>SpEd Para – NHHS</td>
<td>12/17/2013 through 1/20/2014</td>
<td>FMLA</td>
</tr>
<tr>
<td>Johnson, Charles</td>
<td>Custodian – PHJH</td>
<td>12/2/2013 through 5/14/2014</td>
<td>Medical Leave</td>
</tr>
<tr>
<td>Tin, Theingi</td>
<td>Language Translator</td>
<td>1/8/2014 through 1/17/2014</td>
<td>Revision to Unpaid Leave</td>
</tr>
</tbody>
</table>
ACTION AGENDA

January 7, 2014

Board Agenda Item 3.2

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.

Kenneth H. Folks
Superintendent of Schools

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: Kirby Stahly
Legal: ________________________________
ACCOUNTS PAYABLE VOUCHER INFORMATION

Please see the attached information for November regarding Vendor Claims, Manual Checks, and Electronic Transfers.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Amount</td>
<td>$4,646,758.89</td>
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<tr>
<td>Vendor Claims (12/30/13-01/7/14)</td>
<td>279504-279769</td>
</tr>
<tr>
<td>Total Amount</td>
<td>$1,108,320.32</td>
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</tbody>
</table>

DONATIONS, GIFTS, AND EXTRACURRICULAR EXPENDITURES

DONATION

Heritage Jr./Sr. High School requests Board approval to accept a donation in the amount of $500.00 from GE Foundation and the Institute of International Education. In May, a former student (Joseph Morman) had been selected to receive the 2013 GE STAR Award and nominated HEHS teacher Mike Shirey to receive an accompanying award. As specified, these funds will be used the HEHS’s FFA.

CASH TUITION TRANSFERS FOR THE 2013-2014 SCHOOL YEAR

<table>
<thead>
<tr>
<th>Name</th>
<th>Grade</th>
<th>School</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dalton Grahovac</td>
<td>11th</td>
<td>Heritage Jr./Sr. High School</td>
<td>New</td>
</tr>
<tr>
<td>Micah Harvey</td>
<td>9th</td>
<td>Leo Jr./Sr. High School</td>
<td>New</td>
</tr>
<tr>
<td>Cameron Trevino</td>
<td>10th</td>
<td>Leo Jr./Sr. High School</td>
<td>New</td>
</tr>
<tr>
<td>Bank</td>
<td>Date</td>
<td>Memo</td>
<td>Amount</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>------</td>
<td>--------</td>
</tr>
<tr>
<td>ET 110613</td>
<td>01</td>
<td>IAB Vendor</td>
<td>$194.16</td>
</tr>
<tr>
<td>ET 110613</td>
<td>01</td>
<td>IAB Vendor</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>cks 3434-3444</td>
<td>08</td>
<td>Corp Vendor manual checks-IAB</td>
<td>$17,613.72</td>
</tr>
<tr>
<td>ET 110822-110825</td>
<td>08</td>
<td>IN ACH Child Support pmt</td>
<td>$2,564.24</td>
</tr>
<tr>
<td>ET 112813</td>
<td>08</td>
<td>Tower Bank &amp; Trust</td>
<td>$2,436.32</td>
</tr>
<tr>
<td>ET 113111</td>
<td>08</td>
<td>Tower Bank &amp; Trust</td>
<td>$2,429.85</td>
</tr>
<tr>
<td>ET 131113</td>
<td>08</td>
<td>Gordon Food Service</td>
<td>$36,056.82</td>
</tr>
<tr>
<td>ET 131121</td>
<td>08</td>
<td>IAB Bank Food Service</td>
<td>$354,270.80</td>
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<tr>
<td>ET 131131-131135</td>
<td>08</td>
<td>IN ACH Child Support pmt</td>
<td>$2,628.24</td>
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<tr>
<td>ET 131135</td>
<td>08</td>
<td>IN Dept of Revenue</td>
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<td>cks 326-332</td>
<td>11</td>
<td>Food Service Vendor manual cks-IAB</td>
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<td>ET 110613</td>
<td>11</td>
<td>Gordon Food Service</td>
<td>$43,462.90</td>
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<td>ET 111313</td>
<td>11</td>
<td>IAB Vendor</td>
<td>$36,056.82</td>
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<tr>
<td>ET 111413</td>
<td>11</td>
<td>IAB Vendor</td>
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<tr>
<td>ET 111913</td>
<td>11</td>
<td>Gordon Food Service</td>
<td>$39,305.32</td>
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<tr>
<td>ET 112813</td>
<td>11</td>
<td>Gordon Food Service</td>
<td>$38,264.72</td>
</tr>
<tr>
<td>ET 112713</td>
<td>11</td>
<td>IAB Vendor</td>
<td>$160,947.38</td>
</tr>
<tr>
<td>ET 112813</td>
<td>11</td>
<td>IAB Vendor</td>
<td>$11,925.59</td>
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</table>

Sub-Total: $1,719,008.43

November 13

**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.**
<table>
<thead>
<tr>
<th>Item Number</th>
<th>Date Rec'd</th>
<th>Vendor/Contractor</th>
<th>Appl/Inv #</th>
<th>Invoice Amount</th>
<th>Date of Board Approval</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>53</td>
<td>12/13/13</td>
<td>US Bank</td>
<td>3548578</td>
<td>376.00</td>
<td>Jan. 7, 2014</td>
<td>Trustee Bank Fee - Annual Fee</td>
</tr>
<tr>
<td>Item Number</td>
<td>Date Rec’d</td>
<td>Vendor/Contractor</td>
<td>Appl/Inv #</td>
<td>Invoice Amount</td>
<td>Date of Board Approval</td>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
<td>------------</td>
<td>--------------------</td>
<td>------------</td>
<td>----------------</td>
<td>------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>43</td>
<td>12/6/13</td>
<td>RQAW Corporation</td>
<td>6182474</td>
<td>4,174.95</td>
<td>Jan. 7, 2014</td>
<td>Construction Administration ($3,640) &amp; Reimbursables ($334.95)</td>
</tr>
<tr>
<td>43</td>
<td>12/13/13</td>
<td>US Bank</td>
<td>3548579</td>
<td>375.00</td>
<td>Jan. 7, 2014</td>
<td>Trustee Bank Fee - Annual Fee</td>
</tr>
</tbody>
</table>
### EACS FOOD SERVICE
#### ACTIVITY-MONTH OF
#### November 30, 2013

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>10/31/13 BALANCE</th>
<th>November-13 RECEIPTS</th>
<th>11/30/13 DISBRSMT</th>
<th>11/30/13 OPERATING BALANCE</th>
<th>11/30/13 STUDENT ACCOUNT BALANCE</th>
<th>11/30/13 ADJU BALANCE</th>
<th>OUTSTNDNG REIMB</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 CEDARVILLE ELEMENTARY</td>
<td>$38,429.79</td>
<td>$22,070.38</td>
<td>$19,700.59</td>
<td>$40,799.58</td>
<td>$15,360.85</td>
<td>$56,160.43</td>
<td>$7,478.27</td>
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<tr>
<td>2 HERITAGE JR/SR HIGH</td>
<td>$45,142.88</td>
<td>$44,540.11</td>
<td>$34,448.42</td>
<td>$55,234.57</td>
<td>$10,069.98</td>
<td>$65,304.55</td>
<td>$21,842.50</td>
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<tr>
<td>3 NEW HAVEN PRIMARY</td>
<td>$33,945.98</td>
<td>$28,092.42</td>
<td>$19,597.53</td>
<td>$42,440.87</td>
<td>$3,975.12</td>
<td>$46,415.99</td>
<td>$18,324.94</td>
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<tr>
<td>4 HERITAGE ELEMENTARY</td>
<td>$41,741.85</td>
<td>$32,317.19</td>
<td>$23,258.40</td>
<td>$50,800.64</td>
<td>$4,981.75</td>
<td>$55,782.39</td>
<td>$21,172.12</td>
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<tr>
<td>5 LEO ELEMENTARY</td>
<td>$47,845.31</td>
<td>$23,830.95</td>
<td>$22,571.32</td>
<td>$49,104.94</td>
<td>$13,805.58</td>
<td>$62,910.52</td>
<td>$7,889.52</td>
</tr>
<tr>
<td>6 LEO JR/SR HIGH</td>
<td>$57,691.63</td>
<td>$62,049.25</td>
<td>$57,569.54</td>
<td>$62,171.34</td>
<td>$31,282.16</td>
<td>$93,453.50</td>
<td>$13,220.84</td>
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<tr>
<td>7 NEW HAVEN INTERMEDIATE</td>
<td>$45,442.31</td>
<td>$29,763.66</td>
<td>$19,157.82</td>
<td>$56,048.15</td>
<td>$5,042.09</td>
<td>$61,090.24</td>
<td>$18,845.33</td>
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<tr>
<td>8 NEW HAVEN MIDDLE</td>
<td>($17,976.34)</td>
<td>$34,626.97</td>
<td>$30,697.01</td>
<td>($14,046.38)</td>
<td>$4,320.24</td>
<td>($9,726.14)</td>
<td>$19,520.24</td>
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<tr>
<td>9 NEW HAVEN HIGH</td>
<td>$26,893.17</td>
<td>$56,797.50</td>
<td>$44,233.14</td>
<td>$39,457.53</td>
<td>$9,631.74</td>
<td>$49,089.27</td>
<td>$30,390.11</td>
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<tr>
<td>10 PAUL HARDING JR HIGH</td>
<td>$46,267.22</td>
<td>$34,893.50</td>
<td>$23,092.15</td>
<td>$58,068.57</td>
<td>$2,956.25</td>
<td>$61,024.82</td>
<td>$22,808.22</td>
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<tr>
<td>11 PRINCE CHAPMAN ACDMY</td>
<td>$40,769.88</td>
<td>$43,045.55</td>
<td>$24,095.92</td>
<td>$59,719.51</td>
<td>$1,551.78</td>
<td>$61,271.29</td>
<td>$32,100.22</td>
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<tr>
<td>12 SOUTHWICK ELEM</td>
<td>$45,077.37</td>
<td>$36,009.83</td>
<td>$22,263.60</td>
<td>$58,823.60</td>
<td>$1,851.40</td>
<td>$60,675.00</td>
<td>$27,290.70</td>
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<tr>
<td>13 VILLAGE ALTERNATIVE</td>
<td>($14,076.15)</td>
<td>$1,958.36</td>
<td>$2,685.95</td>
<td>($14,803.74)</td>
<td>$416.47</td>
<td>($14,387.27)</td>
<td>$1,343.73</td>
</tr>
<tr>
<td>14 WOODLAN PRIMARY</td>
<td>$38,231.25</td>
<td>$13,653.34</td>
<td>$11,690.67</td>
<td>$40,193.92</td>
<td>$4,517.37</td>
<td>$44,711.29</td>
<td>$6,949.16</td>
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<tr>
<td>15 WOODLAN JR/SR HIGH</td>
<td>$38,892.13</td>
<td>$48,153.54</td>
<td>$40,007.40</td>
<td>$47,038.27</td>
<td>$13,182.29</td>
<td>$60,220.56</td>
<td>$22,002.46</td>
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<tr>
<td>16 MISC/EQUIPMENT ACCT.</td>
<td>$940,325.29</td>
<td>$0.00</td>
<td>$21,657.29</td>
<td>$918,668.00</td>
<td>$5,568.93</td>
<td>$924,236.93</td>
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<tr>
<td>**TOTALS</td>
<td>$1,454,643.57</td>
<td>$511,802.55</td>
<td>$416,726.75</td>
<td>$1,549,719.37</td>
<td>$128,514.00</td>
<td>$1,678,233.37</td>
<td>$271,178.36</td>
</tr>
</tbody>
</table>

** Balances do not include $500,000.00 CD
<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>CHECKING</th>
<th>INVESTMENTS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRUST INDIANA</td>
<td>$1,999,532.09</td>
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<td>$1,999,532.09</td>
</tr>
<tr>
<td>WELLS FARGO BANK</td>
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<td>$0.00</td>
<td>$682,032.49</td>
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<tr>
<td>PNC</td>
<td>$5,654,064.78</td>
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<td>$5,654,064.78</td>
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<tr>
<td>IAB-FS</td>
<td>$1,678,233.36</td>
<td>$500,000.00</td>
<td>$2,178,233.36</td>
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<tr>
<td>FIRST SOURCE BANK</td>
<td>$635,339.59</td>
<td>$0.00</td>
<td>$635,339.59</td>
</tr>
<tr>
<td>FIFTH/THIRD BANK</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
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<td>YTD EXPENDED</td>
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<tr>
<td>CURRENT BAL</td>
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</table>

| 010 General Fund                  | $10,327,490.09   | $72,672,208.50 | $83,024,698.59  |
| 020 Debt Service                  | $2,611,482.95    | $4,520,567.72  | $7,132,049.67   |
| 025 School Pension Debt           | $368,925.95      | $653,098.89    | $1,022,024.84   |
| 035 Capital Projects              | $3,018,862.67    | $7,562,080.57  | $10,580,943.24  |
| 041 TRANSP - OPERATING FND        | $2,219,205.00    | $5,358,327.41  | $7,577,532.41   |
| 042 TRANSP - BUS REPL             | $366,798.69      | $1,171,846.65  | $1,538,645.34   |
| 061 Rainy Day Fund                | $2,578,769.00    | $0.00          | $2,578,769.00   |
| 062 Pension Bond                  | $461,237.11      | $0.00          | $461,237.11     |
| 063 Unfunded Liability            | $284,504.63      | $0.00          | $284,504.63     |
| 080 Food Service Payroll          | $1,934,310.48    | $9,110,481.97  | $11,044,792.45  |
| 090 Textbook Rental               | $560,572.95      | $428,981.54    | $989,554.49     |
| 110 Health Trust                  | $4,556,488.73    | $14,596,318.16 | $19,152,806.89  |
| 120 97 Excessive Tax Levy         | $0.00            | $0.00          | $0.00            |
| 160 Art Institute                 | $0.00            | $37,020.07     | $37,020.07      |
| 190 STAY Program                  | $27,534.04       | $45,836.27     | $73,360.31      |
| 191 Schl Security Equipm Grant    | $0.00            | $0.00          | $0.00            |
| 193 Early Intervention            | $0.00            | $49,462.00     | $49,462.00      |
| 196 Safe Haven 12-13              | $0.00            | $14,500.00     | $14,500.00      |
| 201 AT&T Tower-PHHS               | $1,500.00        | $12,100.00     | $13,600.00      |
| 202 NHHS-Purdue Search Grant      | $417.02          | $0.00          | $417.02         |
| 203 PHHS-Search Grant-Purdue      | $1,315.18        | $0.00          | $1,315.18       |
| 204 Search Clubs-NHHS,NHMS        | $4,000.00        | $0.00          | $4,000.00       |
| 205 Para Testing                  | ($310.00)        | $250.00        | ($560.00)       |
| 207 AWS Grant-HEEL                | $0.00            | $7,500.00      | $7,500.00       |
| 208 Big G-Box Tops for Education  | $879.65          | $0.00          | $879.65         |
| 210 Donation                      | $22,212.25       | $57,589.55     | $80,001.80      |
| 212 IPAD Student Insurance        | $51,561.27       | $171,210.12    | $222,771.39     |
| 214 Arts United Grant-Field Trips | $462.00          | $0.00          | $462.00         |
| 216 AWS Grant-Special Ed          | $0.00            | $13,020.00     | $13,020.00      |
| 218 College Access                | $20,892.90       | $20,000.00     | $40,892.90      |
| 267 Kelser Foundation Scholarship | $5,940.65        | $0.00          | $5,940.65       |
| 268 Vollmuth Scholarship          | $401.53          | $400.32        | $801.85         |
| 269 Linda Fuhrer Fellowship       | $2,036.99        | $2,203.78      | $4,240.77       |
| 271 Principal Schrirp             | $533.83          | $533.43        | $1,067.26       |
| 272 PHHS Scholrship               | $0.00            | $845.76        | $845.76         |
| 273 Mershon Trust                 | $1,230.41        | $172.80        | $1,403.21       |
| 275 Toledo-Buckmaster Spain Study | $51,751.55       | $50,040.27     | $101,791.82     |
| 277 EAGLE Scholarship             | $406.48          | $0.00          | $406.48         |
| 278 Grabil Bank Schirsp            | $500.00          | $0.00          | $500.00         |
| 292 Parking Permit Fees           | $5,330.00        | $770.00        | $6,100.00       |
| 294 LTD Trust                     | $168,169.97      | $41,103.36     | $209,273.33     |
| 295 Talent Grant                  | $9,836.10        | $0.00          | $9,836.10       |
| 296 Afternoon's Rock-Southwick    | $348.10          | $0.00          | $348.10         |
| 297 Health Screening              | $33.00           | $1,559.00      | $1,592.00       |
| 299 Rock Program-NHMS             | $4,614.12        | $0.00          | $4,614.12       |
| 310 High Ability 11-12            | $0.00            | $0.00          | $0.00            |
| 311 High Ability 12-13            | ($13,021.69)     | $62,214.00     | $49,192.31      |
| 325 State Medicaid Reimbursement  | $13,185.96       | $13,184.11     | $26,370.07      |

12/11/2013
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<tr>
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<th>2013</th>
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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.

Kenneth H. Folks
Superintendent of Schools

Prepared: Dawn Bair
Approved: Ken Folks
Budget: 
Legal: 
## Meetings and Conferences

The following meetings and/or conference requests are information items, which are to be made a part of the Board minutes:

<table>
<thead>
<tr>
<th>DATE(S)</th>
<th>ATTENDEE(S)</th>
<th># ATTENDING</th>
<th>BLDG.</th>
<th>CONFERENCE TITLE &amp; LOCATION</th>
<th>MAXIMUM REIMBURSEMENT</th>
<th>SUB</th>
<th>COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 21-23, 2013</td>
<td>Jennifer Brower</td>
<td>1</td>
<td>NHHS</td>
<td>Indiana Library Federation, Indianapolis</td>
<td>$60</td>
<td>N</td>
<td>$0</td>
<td>Released time, revised for parking fees, 010-25400-58000-0004, General Fund</td>
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<tr>
<td>December 12, 2013</td>
<td>K-3 Classroom teachers</td>
<td>7</td>
<td>CEEL</td>
<td>Data Review</td>
<td>$0</td>
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<td>$525</td>
<td>Released time, 683-22120-31200-0015, Title I 13-14</td>
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<tr>
<td>December 18-19, 2013</td>
<td>Mark Best</td>
<td>1</td>
<td>NHMS</td>
<td>Midwest Band and Orchestra Clinic</td>
<td>$99</td>
<td>Y</td>
<td>$150</td>
<td>Released time, registration, 010-25400-58000-0004, 010-11200-13000-0060, General Fund</td>
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<tr>
<td>December 20, 2013</td>
<td>Tonya Donahue</td>
<td>1</td>
<td>HEHS</td>
<td>AMAO Improvement Plan with IDOE, PHLC</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
<td>Released time, 010-25400-13000-0004, General Fund</td>
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<tr>
<td>December 20, 2013</td>
<td>Lyn Randall</td>
<td>1</td>
<td>PCA</td>
<td>AMAO Improvement Plan with IDOE, PHLC</td>
<td>$0</td>
<td>N</td>
<td>$0</td>
<td>Released time</td>
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<tr>
<td>December 20, 2013</td>
<td>Cindy Lehn</td>
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<td>SOEL</td>
<td>AMAO Improvement Plan with IDOE, PHLC</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
<td>Released time, 010-25400-13000-0004, General Fund</td>
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<tr>
<td>January 14, 2014</td>
<td>Marilyn Stemmler</td>
<td>1</td>
<td>NHPS</td>
<td>Testing Day, NHPS</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
<td>Released time, 010-11100-13000-0051, General Fund</td>
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<td>January 14, 2014</td>
<td>Seth Watts</td>
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<td>Y</td>
<td>$75</td>
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<td>January 14, 2014</td>
<td>Alyssa Bopp</td>
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<td>Testing Day, NHPS</td>
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<td>January 16, 2014</td>
<td>Michelle DeCamp</td>
<td>1</td>
<td>NHPS</td>
<td>Records Day, NHPS</td>
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<tr>
<td>January 21, 2014</td>
<td>Kelvin Green, Sharon Stewart</td>
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<td>PCA</td>
<td>Teacher Observation, PCA</td>
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<td>$75</td>
<td>Released time, AM, 413-22120-11000-0064, Title I 13-14</td>
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<tr>
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<td>Cheri Cornmesser, Sarah Kohlhoff</td>
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<tr>
<td>January 21, 2014</td>
<td>Benita Robinson</td>
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<td>SOEL</td>
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<td>Karen Archacki</td>
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<td>Released time, AM, 010-11100-13000-0051, General Fund</td>
</tr>
</tbody>
</table>
Meetings and Conferences
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<th># ATTENDING</th>
<th>BLDG.</th>
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<th>MAXIMUM REIMBURSEMENT</th>
<th>SUB</th>
<th>COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
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<tbody>
<tr>
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<td>Laura Snyder</td>
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<td>January 22, 2014</td>
<td>Ryan Martin</td>
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<td>HEHS</td>
<td>Attend Building Capacity for Monitoring IEP's training, Warsaw</td>
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<td>$75</td>
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<td>January 22, 2014</td>
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<td>Lindsey Franz, Jennifer Hartman, Jessica Thompson</td>
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<td>SPSV</td>
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<td>Brian Epps, Allison Felger</td>
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<td>Courtney Adams, Jazmine Johnson, Chris Roop</td>
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<td>Mel Falkner</td>
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<td>AnneMarie Newmann</td>
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<td>Indiana Music Educators Professional Development Conf.</td>
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</tr>
</tbody>
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<th>SUB</th>
<th>COST</th>
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<tr>
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<td>Rose Fritzinger</td>
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<td>Grant Writing and IGMS Technical Assistance Seminar with the IN Dept. of Homeland Security, Kendallville</td>
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<tr>
<td>January 28, 2014</td>
<td>Lynne Briegel, Kara Venderley</td>
<td>2</td>
<td>SOEL</td>
<td>Records Day/MOY Testing, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$150</td>
<td>Released time, 010-11100-13000-0057, General Fund</td>
</tr>
<tr>
<td>January 29, 2014</td>
<td>Brenda Hutchins, Emily Parker</td>
<td>2</td>
<td>PCA</td>
<td>Teacher Observation, PCA</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
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<td>January 29, 2014</td>
<td>Ramona Blackmon, Lauren Hall</td>
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<td>January 29, 2014</td>
<td>Sara Gerig, Cherish Rochford, Amanda Walsh</td>
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<td>$225</td>
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<tr>
<td>January 29, 2014</td>
<td>Lori Fipp, Patti Hodges, Brian Yager</td>
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<td>$225</td>
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<tr>
<td>January 30, 2014</td>
<td>Allyson Bradtmiller, Anna Davis</td>
<td>2</td>
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<td>$0</td>
<td>Y</td>
<td>$75</td>
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<td>January 30, 2014</td>
<td>Tammy Snyder</td>
<td>1</td>
<td>SOEL</td>
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<td>$0</td>
<td>Y</td>
<td>$37.50</td>
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<tr>
<td>January 30, 2014</td>
<td>Jared Kunberger, Rebecca Meekin, Cari Toffelmire, Lisa Unger</td>
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Meetings and Conferences

The following meetings and/or conference requests are information items, which are to be made a part of the Board minutes:

<table>
<thead>
<tr>
<th>DATE(S)</th>
<th>ATTENDEE(S)</th>
<th># ATTENDING</th>
<th>BLDG.</th>
<th>CONFERENCE TITLE &amp; LOCATION</th>
<th>MAXIMUM REIMBURSEMENT</th>
<th>SUB</th>
<th>COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
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<tr>
<td>January 30-31, 2014</td>
<td>Angela Smith</td>
<td>1</td>
<td>CEEL</td>
<td>Focus on Inclusion Conference, Indianapolis</td>
<td>$572</td>
<td>Y</td>
<td>$150</td>
<td>Released time, registration, lodging, meals, mileage, 527-12230-58000-0012, 527-12230-13000-0012, IDEA Grant 12-13</td>
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<td>January 30-31, 2014</td>
<td>Cassandra Steinbrunner</td>
<td>1</td>
<td>SOEL</td>
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<td>Y</td>
<td>$150</td>
<td>Released time, registration, lodging, meals, mileage, 527-12230-58000-0012, 527-12230-13000-0012, IDEA Grant 12-13</td>
</tr>
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<td>January 30-31, 2014</td>
<td>Jessica Thompson</td>
<td>1</td>
<td>SPSV</td>
<td>Focus on Inclusion Conference, Indianapolis</td>
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<td>N</td>
<td>$0</td>
<td>Released time, registration, lodging, meals, mileage, 527-12230-58000-0012, IDEA Grant 12-13</td>
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<td>January 30-31, 2014</td>
<td>Paige Mostella</td>
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<td>WOHS</td>
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<td>$150</td>
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<td>February 3, 2014</td>
<td>Jason Grandlienard</td>
<td>1</td>
<td>EAAS</td>
<td>ACCUPLACER Training - IDOE</td>
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<td>Heather Watts</td>
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<td>Released time, 010-11100-13000-0057, General Fund</td>
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<td>February 13, 2014</td>
<td>Benita Robinson</td>
<td>1</td>
<td>SOEL</td>
<td>Records Day/MOY Testing, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
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<td>February 20, 2014</td>
<td>Tammy Snyder</td>
<td>1</td>
<td>SOEL</td>
<td>Records Day/MOY Testing, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, AM, 010-11100-13000-0057, General Fund</td>
</tr>
<tr>
<td>February 20, 2014</td>
<td>Allyson Bradtmiller, Anna Davis</td>
<td>2</td>
<td>SOEL</td>
<td>Records Day/MOY Testing, SOEL</td>
<td>$0</td>
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<td>$75</td>
<td>Released time, PM, 010-11100-13000-0057, General Fund</td>
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<td><strong>TOTALS</strong></td>
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<td><strong>67</strong></td>
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<td><strong>$3,863</strong></td>
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ACTION AGENDA

January 7, 2014

Board Agenda Item 3.4

APPROVAL OF MINUTES
FROM THE EXECUTIVE SESSION ON DECEMBER 5, 2013

Background:

Minutes are taken of each Board meeting in accordance with Indiana Code IC 5-14-1.5-4.

Recommendation:

That the Board of School Trustees accepts and approves these minutes.

Kenneth H. Folks
Superintendent of Schools

Prepared: Julie Labie

Approved: Kenneth H. Folks

Budget: ________________________________

Legal: ________________________________
The Board of School Trustees of East Allen County Schools does hereby certify that it held an Executive Session meeting on December 5, 2013, at 6:30 p.m., at the EACS Administration Building, located at 1240 State Road 930 East, New Haven, IN, and that it discussed no subject matter in such executive session other than the subject matter specified in the notice of such meeting, said subject matter being that checked below:

1. Discussion of strategy with respect to:
   ( ) A. Collective bargaining. (I.C. 5-14-1.5-6.1(b)(2)(A))
   ( ) B. Initiation of litigation or litigation which is either pending or has been threatened specifically in writing. (I.C. 5-14-1.5-6.1(b)(2)(B))
   ( ) C. Implementation of security systems. (I.C. 5-14-1.5-6.1(b)(2)(C))
   ( ) D. Purchase or lease of real property up to the time a contract, option to purchase, or lease is executed by the parties. (I.C. 5-14-1.5-6.1(b)(2)(D))

2. ( ) To receive information about and interview prospective employees. (I.C. 5-14-1.5-6.1(b)(5))

3. With respect to an individual over whom the governing body has jurisdiction:
   ( ) A. To receive information concerning the individual’s alleged misconduct. (I.C. 5-14-1.5-6.1(b)(6)(A))
   ( ) B. To discuss, prior to any determination, that individual’s status as an employee, student, or independent contractor who is a physician or bus driver. (I.C. 5-14-1.5-6.1(b)(6)(B))

4. ( ) For discussion of records classified as confidential by state or federal statute. (I.C. 5-14-1.5-6.1(b)(7))

5. ( ) To discuss before a placement decision an individual student’s abilities, past performance, behavior, and needs. (I.C. 5-14-1.5-6.1(b)(8))

6. ( ) To discuss a job performance evaluation of individual employees (but not discussion of salary, compensation, or benefits of employees during a budget process). (I.C. 5-14-1.5-6.1(b)(9))

7. (X) To train school board members with an outside consultant about the performance of their role as public officials. (I.C. 5-14-1.5-6.1(b)(11))

8. To consider the appointment of a public official, to:
   ( ) A. Develop a list of prospective appointees. (I.C. 5-14-1.5-6.1(b)(10)(A))
   ( ) B. Consider applications. (I.C. 5-14-1.5-6.1(b)(10)(B))
   ( ) C. Make one (1) initial exclusion of prospective appointees from further consideration. (I.C. 5-14-1.5-6.1(b)(10)(C))

9. ( ) For discussion of the assessment, design, and implementation of school safety and security measures, plans, and systems. (I.C. 5-14-1.5-6.1(b)(3))

10. ( ) Appeal of student expulsion in Case No. ____. (I.C. 5-14-1.5-6.1(1), (6), (7), & (8))

11. ( ) For the purpose of discussing strategy regarding school consolidation. (I.C. 5-14-1-5.6.1(b)(2)(E))


Board Members Absent: None

BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, ALLEN COUNTY, INDIANA.

BY: ______________________________  BY: ______________________________
President                                         Secretary
ACTION AGENDA

January 7, 2014

Board Agenda Item 3.5

APPROVAL OF MINUTES
FROM THE REGULAR MEETING ON DECEMBER 10, 2013

Background:
Minutes are taken of each Board meeting in accordance with Indiana Code IC 5-14-1.5-4.

Recommendation:
That the Board of School Trustees accepts and approves these minutes as presented.

Kenneth H. Folks
Superintendent of Schools

Prepared: Julie Labie
Approved: Kenneth H. Folks
Budget: _____________________________
Legal: _____________________________
At a meeting held in the Board Room at the Administration Building, 1240 State Road 930 East, New Haven, Indiana, the Board of School Trustees of East Allen County Schools met at approximately 6:30 p.m. on December 10, 2013.

Board members present:
   Neil S. Reynolds, President
   Christopher T. Baker, Vice President
   Stephen L. Terry, Sr., Secretary
   William D. Hartman
   Arden Hoffman
   Terry Jo Lightfoot
   Robert L. Nelson, Jr.

Board members absent:
   None

EACS Administrators and Association Presidents also in attendance:
   Dr. Kenneth H. Folks, Superintendent
   Mrs. Marilyn Hissong, Assistant Superintendent of Curriculum and Instruction
   Dr. Michael B. Shaffer, Asst. Superintendent of School Management & Special Programs
   Mr. Kirby Stahly, Assistant Superintendent for Administrative Services
   Mrs. Connie Brown, Director of Special Services
   Ms. Amanda Ricketts, Director of Human Resources
   Mrs. Tammyra Kelly, Public Relations Liaison
   Mrs. Rose Fritzinger, Director of Development
   Mr. Ed Mendoza, Director of Student Services
   Mr. Keith Madsen, Interim Director of Technology
   Mr. Doug Hicks, Principal, East Allen University
   Mrs. Terri Lortie, President, EACS Custodial Association

1.0 **ROUTINE ITEMS**

1.1 **Call to Order**

President Neil Reynolds called the meeting to order at 6:30 p.m.

1.2 **Pledge of Allegiance**

The Pledge of Allegiance was recited.
1.3 Approval of Agenda*

The agenda for December 10, 2013 was approved as presented, with the addition of addendums 13-1210-4.11 - Application and Receipt of Funds for 2014 Summer of eLearning Grant, and 13-1210-4.12 - Application and Receipt of Funds for Indiana Literacy Early Intervention Grant under Discussion/Action Items.

1.4 Recognition

The East Allen University Spell Bowl State champions were recognized. This is their first year to compete. They placed 3rd at the Class 4 State championship. Team members include: Brooklyn Boatright, Jordan Grogg, Bailey Hapner, Mitchell Lehman, Vanessa Payton, Autumn Quinn, Ben Sendo, Kennedy Thompson, Brittanie Wilson, and Nicole Winans. Team coaches are Susan Houck and Sheril Miller.

Woodlan Jr./Sr. High School junior Jasmine Williams received an Exemplary Sportsmanship Report from an IHSAA official for the outstanding sportsmanship she displayed on the basketball court recently.

1.5 EAU Health Fair – Presentation

East Allen University (EAU) students Victoria Garcia and McKenzie Suggs presented their “Farm to School” Program to the Board which was their Advanced Health PBL project. This project highlighted the educational, nutritional, and financial benefits of having school gardens. The girls asked the Board for permission to form a committee to further pursue this possibility for EACS. Mr. Baker moved that permission be granted to EAU to form a committee for starting and maintaining a school garden. Mr. Terry seconded the motion and it was unanimously approved. Mrs. Bonnie Bonelli is their teacher. Mr. Doug Hicks is the principal of East Allen University.

2.0 PUBLIC EXPRESSIONS – AGENDA ITEMS

None.

3.0 CONSENT ITEMS

Superintendent Folks requested the Board’s approval for the Consent Items as presented as follows:

3.1 Human Resources Report and Addendum  
3.2 Financial Reports  
3.3 Meetings and Conferences  
3.4 Minutes – Executive Session - November 19, 2013  
3.5 Minutes – Regular Meeting - November 19, 2013

Motion: That Consent Items 3.1 through 3.5 be approved as presented.

Discussion: Mr. Hoffman stated he was present at the November 19th regular meeting, and because there is no audiotape of the November 19th meeting the wording at the end of the minutes should be removed. The minutes will be revised to reflect these changes. Mr. Hoffman also inquired if the minutes would be bolstered to support no audiotape.

Motion: Hartman Second: Nelson
Vote:
3.1 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
3.2 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
3.3 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
3.4 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
3.5 - Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry No: Hoffman (Motion carried 6-1)

4.0 ACTION ITEMS

Superintendent Folks requested the Board's approval for the Action Items as presented as follows:

13-1210-4.1 Resolution for Payment of Claims When Only One Board Meeting in a Month
13-1210-4.2 Carrier for Property/Casualty/Liability/Workers Comp Insurances
13-1210-4.3 Fuel Bids – Gasoline & Diesel for 1/1/14 - 12/31/14
13-1210-4.4 Bus Purchase from State CIESC Bid
13-1210-4.5 Resolution for Goals for Expenditure Categories
13-1210-4.6 403(b) Agreements: Custodial Services and Recordkeeping
13-1210-4.7 Group Health Insurance Agreements
13-1210-4.8 EACS’ Section 125 Flexible Benefit Plan – 2014

Motion: That the Board of School Trustees approve Action Items 4.1 through 4.8 as presented.

Motion: Baker Second: Terry

Discussion: No discussion. Some comments made.

Vote:
4.1 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
4.2 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
4.3 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
4.4 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
4.5 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
4.6 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)

Vote:
4.7 - Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry; No: Hoffman (Motion carried 6-1)
4.8 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)

DISCUSSION/ACTION ITEMS

Dr. Folks respectfully asked that these Items be approved at tonight’s meeting due to impending deadlines.
**13-1210-4.9  New Course for East Allen University**

Mrs. Hissong provided information for the Board.

**Motion:** That the Board of School Trustees approves Discussion/Action Item 13-1210-4.9 as presented.

Motion: Baker  Second: Lightfoot

**Discussion:** Mr. Hoffman asked several questions.

**Vote:**
4.9 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry  (Motion carried 7-0)

**13-1210-4.10  Consent to AT&T and Crown Castle International Corp Agreement**

Mr. Stahly provided information for the Board.

**Motion:** That the Board of School Trustees approves Discussion/Action Item 13-1210-4.10 as presented.

Motion: Terry  Second: Hartman

**Discussion:** None.

**Vote:**
4.10 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry  (Motion carried 7-0)

**13-1210-4.11  Application and Receipt of Funds for 2014 Summer of eLearning Grant**

Mrs. Fritzinger provided information for the Board.

**Motion:** That the Board of School Trustees approves Discussion/Action Item 13-1210-4.11 as presented.

Motion: Hartman  Second: Baker

**Discussion:** Mr. Hoffman stated he is not a fan if iTunes U and pumping our intellectual property out to everyone.

**Vote:**
4.11- Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry; No: Hoffman  (Motion carried 6-1)

**13-1210-4.12  Application and Receipt of Funds for Indiana Literacy Early Intervention Grant**

Mrs. Fritzinger provided information for the Board.

**Motion:** That the Board of School Trustees approves Discussion/Action Item 13-1210-4.12 as presented.

Motion: Nelson  Second: Terry
**Discussion:** Mr. Hoffman commented.

**Vote:**
4.12 - *Aye:* Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry  (Motion carried 7-0)

### 5.0 INFORMATION/DISCUSSION ITEMS

#### INFORMATION ITEMS

5.1 **Asset Protection Information**

This information is given to the Board on an annual basis.

#### DISCUSSION ITEMS

5.2 **Application and Receipt of Funds for 21st Century Community Learning Centers**

Mrs. Fritzinger provided information for the Board and answered their questions.

5.3 **Expense Reduction Analysis (ERA) Agreement**

Mr. Stahly provided information for the Board. Mr. Stahly, as well as Mr. Tim Richards, with ERA, answered the Board’s questions.

5.4 **Priority Engineering Consultant Agreement**

Mr. Stahly provided information for the Board and answered their questions.

5.5 **General Obligation (GO) Bond Projects**

Mr. Stahly provided information for the Board and answered their questions. Dr. Folks will contact Jeff Studebaker regarding the district’s priority list for security cameras in our buildings. Dr. Folks will bring this information to the January 7th Board meeting.

5.6 **Heritage K-12 Project - Change Order #9 – Tapered Roof Modification**

Mr. Stahly provided information for the Board. There was no discussion.

5.7 **Woodlan K-12 Project - Change Order #3 – Unsuitable Soil in New Parking Lot**

Mr. Stahly provided information for the Board. There was no discussion.

### 6.0 PUBLIC EXPRESSIONS – NON-AGENDA ITEMS

<table>
<thead>
<tr>
<th>Speaker</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Graber, Andy Miller, James Graber</td>
<td>Harlan Elementary School Property</td>
</tr>
<tr>
<td>Preston Short, Marita Short</td>
<td>LEEL Survey</td>
</tr>
<tr>
<td>Dottie Reidy, Christine Renbarger, and Judy Kohrman</td>
<td>Common Core</td>
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</tbody>
</table>
7.0 SUPERINTENDENT COMMENTS

Kokomo School Corporation’s Superintendent Jeff Hauswald will visit our district in January to share about creative programming that they offer at their schools.

The next School Board “War Room” visit is scheduled for Thursday, December 12th at 7:00 a.m. at New Haven Middle School.

The New Haven Chamber is hosting a Legislative Preview this Friday, December 13th at 7:30 a.m. with Senator Dennis Kruse and Representative Casey Cox.

We received the IDOE waiver that we applied for for the November 18th power outage that affected five of our schools.

Dr. Folks, along with Rev. Terry and Mr. Nelson, attended the technology unveiling/press conference at Big Brothers Big Sisters’ facility. EACS partners with them to provide mentors to our 21st Century Scholar students.

The cookie deliveries to the buildings are taking place.

Happy Holidays to all.

8.0 BOARD COMMENTS

<table>
<thead>
<tr>
<th>Name</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neil Reynolds</td>
<td>Asked Dr. Folks to contact the people who spoke during public expressions re: the LEEL survey and Common Core. Dr. Folks will provide a report to the Board after the meetings.</td>
</tr>
</tbody>
</table>

9.0 ADJOURNMENT

There being no further business to discuss, Mr. Hartman moved to adjourn the meeting. Mr. Nelson seconded the motion and it was unanimously approved. The meeting ended at 8:40 p.m.

Full audio minutes are available on the East Allen County Schools website, under the School Board tab, at [www.eacs.k12.in.us](http://www.eacs.k12.in.us).

The next meeting of the Board of School Trustees is scheduled for Tuesday, January 7, 2014 at 6:30 p.m. This meeting will be held 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 January 7, 2014.

EAST ALLEN COUNTY SCHOOLS BOARD OF SCHOOL TRUSTEES

President

Secretary
Action Items
APPLICATION AND RECEIPT OF FUNDS FOR
21ST CENTURY COMMUNITY LEARNING CENTER PARTNERSHIPS

Background:
The 21st Century Community Learning Center program has a competition window available. EACS plans to collaborate with 1) Boys & Girls Clubs of Fort Wayne to expand coverage to a location at Fellowship to serve Southwick Elementary, Prince Chapman Academy and Paul Harding Jr. High School; 2) LEARN Resource Center to expand from New Haven Primary and New Haven Intermediate to include Woodlan Primary School; and 3) Cornerstone to expand from Heritage Elementary School and New Haven Middle School to include Heritage Jr./Sr. High and/or New Haven High to serve students in these attendance areas.

Recommendation:
That the Board of School Trustees approves the application for the above-listed organizations to apply for the 21st Century Community Learning Center funding in this competition.

Kenneth H. Folks
Superintendent of Schools

Prepared: Rose Fritzinger
Approved: Michael Shaffer
Budget: 
Legal: 
The 21st Century Community Learning Centers (21st CCLC) Program funding is currently available through the Indiana Department of Education. East Allen County Schools (EACS) has had inquiries from local organizations interested in providing services to EACS students through this competitive application process: Boys & Girls Clubs of Fort Wayne, Fort Wayne Urban League, LEARN Resource Center (formerly East Allen Family Resource Center), and the Southeast Youth Council operating as Cornerstone Youth Center.

The 21st Century Community Learning Center program is a Federal program which provides funding to approved State applicants for distribution through a competitive process to eligible entities in those states. During this competition (Cohort 7), Indiana awardees will receive funding based upon the number of regular attendees anticipated in the program. Of the approved applicants, Awards will range from $50,000 per year on up (depending on the number of students served meeting the guidelines) and will have a term of up to four (4) years. Completed applications are due on or before January 15, 2014. Awardees will be notified in March 2014.

Based upon review of interested organizations for this 21st Century Community Learning Center competition, East Allen County Schools will collaborate with

1. Boys & Girls Clubs of Fort Wayne to expand coverage from their Fairfield site (serving Fort Wayne Community School students) to a location at Fellowship to serve EACS students in the Southwick Elementary, Prince Chapman Academy and Paul Harding Jr. High School attendance area.
2. LEARN Resource Center (New Haven) to expand coverage from New Haven Primary School and New Haven Intermediate School to also include Woodlan Primary School.
3. The Southeast Youth Council operating as Cornerstone Youth Center (Cornerstone Youth Center herein) to expand coverage from Heritage Elementary School and New Haven Middle School to also include Heritage Jr./Sr. High School and New Haven High School, pending approval by the Cornerstone board as well as additional discussions with the Indiana Department of Education related to successful programming at the high school level.

These organizations (Boys & Girls Clubs of Fort Wayne, LEARN Resource Center and Cornerstone) plan to complete and submit a separate 21st CCLC application under this competition. Through this funding, certain requirements must be met to support students outside of the traditional school day and to benefit students from schools with a high concentration of free/reduced lunch students (40%+) and/or schools identified as priority or focus schools.

In an effort to provide additional potential learning enrichment activities for students through these partner organizations, East Allen County Schools' representatives will continue to collaborate related to the 21st CCLC applications with the goal that applications will be successful. Then, with the funded application(s), East Allen County Schools' representatives will collaborate to provide several of the logistical requirements of these Awards: for example, facility/classroom space and/or transportation and the like.

East Allen County Schools sincerely appreciates the collaborative spirit of each organization who stepped forward indicating an interest to serve EACS students through 21st Century Community Learning Centers programming.
ACTION AGENDA

January 7, 2014

Board Agenda Item 14-0107-4.2

EXPENSE REDUCTION ANALYSTS [ERA] AGREEMENT

Background:

Expense Reduction Analysts [ERA] is a company that assists businesses to analyze specific expenditure categories in order to identify savings and provide assistance in achieving the identified savings. If ERA is successful in helping East Allen County Schools in achieving the identified savings, then ERA receives 50% of the actual savings during the review period. The two projects suggested for review are: Waste/Trash Removal and Uniform Rental.

Recommendation:

That the Board of School Trustees approves the agreement with Expense Reduction Analysts for Waste/Trash Removal and Uniform Rental.

Kenneth H. Folks
Superintendent of Schools

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: 
Legal: 

Client Agreement

Client (You) East Allen County Schools
Address 1240 S R 930 East
City New Haven Indiana Zip code 46774

You agree to engage Expense Reduction Analysts, Inc. (ERA), to analyse specific expense categories, for the purpose of identifying Savings and implementing proposals in order for You to realize those Savings and other benefits. By signing this Agreement and a Statement of Work (SOW) for each Project, You agree to permit ERA to complete all stages of each Project up to submission of ERA's Recommendations and, potentially, through implementation of an ERA recommendation.

ERA agrees that if no Savings are identified there will be no fee for our services.

For each Project, ERA agrees to:

1. Evaluate Your current requirements, usage and costs and be attentive to these in the formation of recommendations.
2. If opportunity for improvement is found, go-to-market on Your behalf using ERA's proprietary expertise, processes, tools, and resources to get supplier commitments for lower cost solutions that meet Your overall requirements. Best practice based improvements may also be identified. The results of this process will be provided for Your evaluation;
3. If at least one Successful Recommendation is made, provide support for the implementation of the Improvement(s);
4. Provide on-going support services through the end of the Review Period for that project.

Other ERA Obligations: ERA will
5. Keep You informed of progress at all stages of the process.
6. Be respectful of the relationship between You and Your existing suppliers and, unless instructed otherwise, include those suppliers in the process.
7. Accept no fees or other consideration from suppliers or in any way act as an agent or broker for suppliers.
8. Provide You with professional and ethical service.

SUCCESS, SAVINGS, FEES AND TERM

A Successful Recommendation is defined as:

a. A solution that provides Savings from Your incumbent supplier(s) and/or
b. A solution that provides Savings realized from changes in methodologies, price or processes approved by You; and/or
c. A solution that provides Savings equal to or in excess of 5% from a new supplier that provides you with goods and/or services of equal or greater quality. You will have the exclusive right to determine whether the quality of the goods and/or services from a new supplier reasonably meets or exceeds that of the incumbent supplier(s).

Savings are direct or indirect: reductions in expenditure, calculated as follows:

a. The difference between (i) the Baseline Costs and (ii) Your costs resulting directly or indirectly from ERA's activity under this Agreement. Baseline Costs are those incurred by You at the commencement of the process unless otherwise agreed. Where industry-wide price variations occur following commencement of a Project, it will be assumed the same percentage variation would have occurred under the pre-existing purchase arrangement and the Baseline Costs will be adjusted accordingly; and
b. Any credits, rebates or incentive payments identified by ERA and received by You.

c. After the full implementation of a Successful Recommendation, You may enter into direct negotiations with suppliers. If these direct negotiations lead to an increase in Savings, 100% of the Increased Savings accrue to You, but You agree to pay ERA for the original savings implemented.

Fees: You agree to pay ERA 50% of the actual Savings for the Review Period.

a. On presentation of a Recommendation Report containing at least one Successful Recommendation, You will be invoiced for a refundable deposit equal to ten percent (10%) of the total projected savings for the Review Period.
b. The balance will be invoiced over the duration of the Review Period based on actual Savings achieved during the billing period. The Initial payments made above will offset the fees due on a pro-rata basis for the duration of the Review Period.

Review Period: The Review Period for each project shall run for 24-months following the full implementation of a Successful Recommendation.

You and ERA agree that if either party is in material breach of this Agreement and fails to remedy the breach within 30 days of receiving written notice, the Projects under this agreement will be considered terminated and any early termination fees would apply.

Accepted:

Client Signature

Client's Name Printed

Expense Reduction Analysts, Inc.

Date
STATEMENT OF WORK (SOW) # ________
to CLIENT AGREEMENT DATED: ________
between SAMPLECO, INC. (You)
and EXPENSE REDUCTION ANALYSTS, INC. (ERA)

<table>
<thead>
<tr>
<th>Included Expense Category/Project</th>
<th>Annual Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste/Trash Removal – REPUBLIC SERVICES</td>
<td>$59,877.03 - $63,656.07</td>
</tr>
<tr>
<td>Uniform Rental – CINTAS</td>
<td>$22,162.58 - $23,768.04</td>
</tr>
</tbody>
</table>

Other Terms

- No Fee will be charged for this Project if none of ERA’s recommendations qualify as being a Successful Recommendation; or if You implement a Successful Recommendation that does not achieve Savings during the Review Period.

- Your Option to Terminate this Project Early
  ERA understands that unforeseen circumstances may occur during the life of a project and You may have a need to change direction quickly. To facilitate any uncertainties, ERA has provided options intended to fairly compensate ERA for its services should You need to terminate this Project prior to ERA completing our process. If this circumstance were to occur:
    - prior to ERA’s presentation of the Baseline Costs, You agree to pay ERA an early termination fee equal to 5% of the annual expenditure.
    - after presentation of the Baseline Costs, but prior to ERA’s presentation of its recommendations, You agree to pay ERA an early termination fee equal to 10% of the annual expenditure.
    - after ERA’s presentation of a Successful Recommendation, You agree to pay ERA an early termination fee equal to 50% of the projected Savings as set out in the Recommendation Report for the unbillable remainder of the Review Period.
  
- This Project will be deemed terminated by You, if You choose not to implement a Successful Recommendation within 30 days of presentation by ERA. You may extend this implementation window upon written approval by ERA, such approval will not be unreasonably withheld.

Accepted:

Client: East Allen County Schools
Expense Reduction Analysts, Inc.

Dated
PRIORITY ENGINEERING CONSULTANT AGREEMENT  
FOR DEVELOPMENT OF MULTI-PRINT DEVICE BID/PROPOSAL

Background:

East Allen County Schools has a multi-year copier agreement with Advanced Imaging Solutions for the lease of copier equipment, accessories, service/maintenance, and supplies. The current six (6) contract is effective September 1, 2008 through July 31, 2014. Based on the estimated value of the next multi-year contract (greater than $1 Million), we believe that EACS would be best served by utilizing a consultant to ensure that EACS ends up with a long-term multi-print device agreement that meets district needs.

Recommendation:

That the Board of School Trustees approves the agreement with Priority Engineering, LLC for consulting services for the development of the multi-print device bid/proposal and the implementation of the agreement.

Kenneth H. Folks  
Superintendent of Schools

Prepared: Lois Goeglein

Approved: Kirby Stahly

Budget: 

Legal: 

[Signature]
AGREEMENT

This Agreement is entered into this 7th day of January, 2014, by and between the East Allen County Schools and

Priority Engineering, LLC, 4026 W. 10th Street, Indianapolis, IN 46222

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

1. Priority Engineering will perform certain services for and on behalf of the East Allen County Schools. These services are described as Consultant Services (Equipment Spec Development, Bid Development/Evaluation) for 2014 Copier Bid and will be performed on the following dates: January 8, 2014 through August 29, 2014. The specified consultant services performed by Steve Musser, to insure that EACS ends up with a long-term copier agreement that meets district needs.

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

$6,000 Max. $60 per 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: 010 - 25890 - 316 - 007

EACS Employee Administering This Agreement: Kirby W. Stahly

PERSON OR FIRM PROVIDING SERVICES

Date of Signature ____________________________

Signature ________________________________

Title ________________________________

EACS Fl-15 E
5/06 (R)
Mr. Kirby Stahly  
East Allen County School Corporation  
1240 St RD 930 East  
New Haven, Indiana 46774  

RE, Digital Copier, Printer Technology Consultation services  

Dear Kirby,  

Thanks for taking the time the other day out of you busy schedule for me.  

At Priority Engineering we have recently added our Digital Technology consultation services for Public Education K-12 to our forte! Our Digital Technology consultation services have been available for our commercial accounts. We are a custom document management consulting service provider, offering a wide-range of programs that provide expert advice and support to buyers, and CEO’s.  

Our responsibilities can vary depending on your needs. Looking at your goals and objectives and coming along side with the expertise of our staff. We can perform some basic activities when customizing a program to exceed your goals and objectives. This can be done by enabling the most efficient use of your internal resources when going out to bid for digital copiers, printers, related software/services or electronic document management software solutions.  

Here are some of the basic steps that need to take place:  

1) We would evaluate all aspects of your current system, including developing the printer/copier inventory. This can be done by deploying discovery tools across the network and/or walking through each office in your organization. This study would also include looking closely at buildings that are under construction for the possibilities of where new placed equipment might go.  

The building walks a-rounds... Our staff will also need to have knowledge of any influx of personal and students with any consolidation of older buildings being closed and movement of the staff and students.  

Any current document management solutions, client/server configurations, networking protocols, service reports, billing and other support need to be made known...  

Then we can start to make preliminary recommendations to you.  

(Step 1 can be as simple as you giving us the go-ahead to look at how the current copier/MFP’s program is doing and through our analysis provide preliminary recommendations back to you.)
2) Based on your feedback and direction, from there we can create a custom RFP/RFQ that would be applicable to your organizations goals and objectives utilizing industry best practices.

3) East Allen County Schools purchasing department normally transmits/posts the custom RFP/RFQ that we have created to all the local vendors and appropriate suppliers.

4) After receiving all proposals we would evaluate them and make recommendations for further negotiations. For proof of concept prior to contract award, a custom test matrix is developed based upon the client’s actual network environment. This may allow for actual of testing of equipment on-site if our client wishes to do so without a final commitment on the part of our client.

5) Submission of a final contract for your approval based on the original RFP/RFQ, the supplier’s proposal. This should be the result from all that was done.

6) We visit again to ensure that all equipment is installed properly. This again could include a visitation to each of the building locations or could just be a spot check depending on how well the selected vendor is actually performing. Other items that can and should be address with vendor... Billing, Is the billing not only correct but the format prepared the way it’s supposed to be from the beginning. Did all the training/network set-up print drivers loaded. Scanning working properly... Did the deployment and implementation go as according to what was requested and promised? This making the roll- out smooth and 100% certain you receiving everything you’re paying for.

Our services can be scheduled to be engaged in a long term or a short term arrangement.

At this time the services for which I am proposing to do for the school system would be performed on an hourly rate of $60.00/hr.

This rate would be in effect when I am actually engaged in site visits, appointments, meetings, development of any RFP’s, RFQ’s and actually engaged in official conversations and negotiations on behalf of East Allen County Schools.

Also taking into consideration there a number of school buildings spread out over a district of 300 square miles I would request that travel time be invoiced at the same rate when engaged and needing to travel from location to location.

Please feel free to contact me at anytime with questions or concerns you may have about the possibility of engaging us.

Thanks again,

Steve Musser
Priority Engineering
ACTION AGENDA

January 7, 2014

HERITAGE K-12 PROJECT - CHANGE ORDER #9
TAPERED ROOFING MODIFICATION

Background:
This change order for the Heritage K-12 Project is for a tapered roofing modification in the existing roof. The cost of the change order is $3,407. The change order covers new tapered insulation and corner insulation saddles over the existing stage area required to mimic adjacent existing tapered insulation profile in lieu of flat insulation designed and specified. The existing tapered insulation and its slope were not discovered until demolition of the existing roof. The observed slope was originally thought to be camber in joists. The existing structural drawings for this area were not available during the design. This is a section of roof that is on EACS current replacement plan, so this portion will not need to be replaced.

Recommendation:
That the Board of School Trustees approves the this change order for the Heritage K-12 Project.

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: Construction - Contingency
Currently estimated at $343,568
Legal:

Kenneth H. Folks
Superintendent of Schools
Change Order

PROJECT (Name and address): Heritage K-12 Facility  
CHANGE ORDER NUMBER: 009  
DATE: November 22, 2013  
OWNER:  
ARCHITECT:  

TO CONTRACTOR (Name and address): Fetters Construction  
ARCHITECT'S PROJECT NUMBER: 212-051.1  
CONTRACT DATE:  
CONTRACT FOR: General Construction  
FIELD:  
OTHER:  

The CONTRACT IS CHANGED AS FOLLOWS:  
(Inclule, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Provide tapered roofing modification due to unforeseen roofing condition discovered during demolition of the existing roof.  
   The original Contract Sum was $10,034,860.00  
   The net change by previously authorized Change Orders $218,122.00  
   The Contract Sum prior to this Change Order was $10,252,982.00  
   The Contract Sum will be increased by this Change Order in the amount of $3,407.00  
   The new Contract Sum including this Change Order will be $10,256,389.00  
   The Contract Time will be increased by 0 calendar days (0) days.  
   The date of Substantial Completion as of the date of this Change Order therefore is July 11, 2014.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ROAW Corporation  
ARCHITECT (Firm name)  
10401 N. Meridian Street, Suite 401  
Indianapolis, Indiana 46290  
ADDRESS  

BY (Signature)  
Jack Pardue  
(Typed name)  
November 22, 2013  
DATE  

Fetters Construction, Inc.  
CONTRACTOR (Firm name)  
5417 County Road 427  
Auburn, Indiana 46706  
ADDRESS  

BY (Signature)  
Stanley A. Fetters  
(Typed name)  
11/27/13  
DATE  

East Allen County Schools  
OWNER (Firm name)  
1240 State Road 930 East  
New Haven, Indiana 46774  
ADDRESS  

BY (Signature)  
(Typed name)  
 DATE  

WOODLAN K-12 PROJECT - CHANGE ORDER #3
UNSUITABLE SOIL IN NEW PARKING LOT

Background:
Change Order Order #3 for Woodlan K-12 Project. This change order of $6,024.87 is to replace unsuitable soils that were found in the new parking lot.

Recommendation:
That the Board of School Trustees approves the this change order for the Woodlan K-12 Project.

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: Construction - Contingency
Currently estimated at $484,772
Legal: 

Kenneth H. Folks
Superintendent of Schools
# Change Order

**PROJECT (Name and address):** Renovation and Addition to Woodlan K-12 Campus  
**CHANGE ORDER NUMBER:** 003  
**DATE:** November 26, 2013

**TO CONTRACTOR (Name and address):** W.A. Sheets & Sons, Inc.  
**ARCHITECT'S PROJECT NUMBER:** 212-048.1  
**ADDRESS:** 1336 Polk Street  
**CONTRACT DATE:** 11/14/12  
**CONTRACT FOR:** General Construction  
**FORT WAYNE, INDIANA 46808**  

**CONTRACTOR:**  
**FIELD:**  
**OTHER:**

## THE CONTRACT IS CHANGED AS FOLLOWS:

(I include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. **Replace unsuitable soils at the new parking lot.**

   **Cost** $6,024.87

   - **The original Contract Sum was** $8,587,289.00
   - **The net change by previously authorized Change Orders** $105,344.19
   - **The Contract Sum prior to this Change Order was** $8,692,633.19
   - **The new Contract Sum including this Change Order will be** $8,698,658.06

2. **The Contract Time will be increased by Zero (0) days.**

   **The date of Substantial Completion as of the date of this Change Order therefore is June 1, 2014**

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

---

**RQAW Corporation**  
**ARCHITECT (Firm name):** W.A. Sheets & Sons, Inc.  
**CONTRACTOR (Firm name):** W.A. Sheets & Sons, Inc.  
**ADDRESS:** 1336 Polk Street  
**NEW HAVEN, INDIANA 46774**  
**BY (Signature):** W.A. Sheets & Sons, Inc.  
**BY (Signature):** W.A. Sheets & Sons, Inc.  
**BY (Signature):** W.A. Sheets & Sons, Inc.  
** Typed name:** Jack Pardue  
** Typed name:** OFFICER  
** Typed name:** November 26, 2013  
** Typed name:** 11/21/14  

**East Allen County Schools**  
**OWNER (Firm name):** East Allen County Schools  
**ADDRESS:** 1240 State Road 930 East  
**NEW HAVEN, INDIANA 46774**  
**BY (Signature):** East Allen County Schools  
**BY (Signature):** East Allen County Schools  
**BY (Signature):** East Allen County Schools  
**Typed name:** East Allen County Schools  
**Typed name:** East Allen County Schools  
**Typed name:** East Allen County Schools  
**Typed name:** 11/26/2013  
**Typed name:** 11/21/14  

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User Notes:
Discussion/
Action
Items
GENERAL OBLIGATION [GO] BOND PROJECTS (SECURITY CAMERAS)

Background:
A $2 Million General Obligation Bond was approved to fund various repair/replacement projects throughout the district. The GO Bond has been sold and the district desires to proceed with the process to accomplish the first group of projects which consists of: 1. Roofing Projects (New Haven Intermediate, Cedarville Elementary and Service Center); 2. Boiler Project (Leo Jr./Sr. High); 3. Elevators (New Haven High and New Haven Middle); 4. Fire Alarm (New Haven Middle); 5. Asphalt (Leo Jr./Sr. High); 6. Window Replacement (Southwick Elementary); 7. Exterior Lighting (Southwick Elementary); and 8. Camera System Upgrade (New Haven High and Leo Jr./Sr. High).

Recommendation:
That the Board of School Trustees authorizes administration to proceed with the process of accomplishing the identified repair/replacement projects.

Kenneth H. Folks
Superintendent of Schools

Prepared: Doug Roemer
Approved: Kirby Stahly
Budget: 
Legal: IC 6-1.1-20
ACTION AGENDA

January 7, 2014

Board Agenda Item 14-0107-4.7

CONTRACT WITH IEP THERAPY

Background:

East Allen County Schools has a need for substitute speech and language evaluations and therapy in the Harding attendance area schools, due to the health needs of the assigned Speech Language Pathologist. The Special Services Department has secured a part-time substitute, a retired Speech Therapist, since November, 2013. However, this is insufficient to meet student needs, and efforts to secure an independent full-time substitute have been unsuccessful. IEP Therapy is a private contractor of speech and language services, and has secured a full-time substitute to fulfill the need through the end of the school year.

Recommendation:

That the Board of School Trustees approve the contract with IEP Therapy through the end of the 2013-2014 School Year for the provision of speech and language evaluations and therapy for Southwick Elementary School, Prince Chapman Academy, Paul Harding Junior High School, East Allen University, Head Start, and Martin Luther King Montessori.

Kenneth H. Folks
Superintendent of Schools

Prepared: Connie J. Brown
Approved: 
Budget: 
Legal: 
This Professional Services Agreement (the "Agreement") is by and between THE SPEECHTREE CORPORATION, DBA IEP THERAPY, an Indiana corporation, (hereinafter the "Agency") and the undersigned (hereinafter the "Client").

1. **Contracted Professional Services.**

   The Agency is hereby providing the services of one or more fully licensed, accredited, and qualified (1) contracted Speech-Language Pathologist ("SLP"), (2) contracted Speech-Language Pathologist Assistant (SLPA), (3) contracted Occupational Therapist ("OTR"), (4) contracted Occupational Therapy Assistant ("COTA"), (5) contracted Physical Therapist ("PT"), (6) contracted Physical Therapy Assistant ("PTA"), (7) contracted School Psychologist (SPsych), (8) Special Education Teachers, and/or (9) Online Speech Therapy Services (O-SLP), as set forth in the Professional Services Work Order set forth in Exhibit "A." Each shall hereinafter be identified as the "Contracted Employee" employed by the Agency to provide educational related services (the "Services") to the Client.

   The Contracted Employee shall begin providing Services to the Client on the Commencement Date as set forth in Exhibit "A" attached hereto.

2. **Payment, Invoicing Terms, and Schedule of Services.**

   2.1 **Initial Payments.**

      (a) **Hourly Rate.** Client will pay Agency the hourly rate as set forth in Exhibit "A" attached hereto for services provided by the Contracted Employee to the Client on behalf of the Agency. The Contracted Employee will remain the employee or independent contractor of Agency during the term set forth in Exhibit "A".

      (b) **Invoicing.** Invoices will be submitted to Client by Agency on a bimonthly basis, with payment to Agency to be made within Thirty (30) calendar days of receipt thereof. If any fees due hereunder are not paid when due, interest shall accrue on the amount due at a rate of two percent (2%) per month until paid. **Payments are to be mailed to IEP Therapy, 830 Ironwood Dr., Carmel, IN 46033.**

   2.2 **Option to Hire Contracted Employee at End of Term.**

      (a) **Option to Hire.** If Client wishes to directly hire the Contracted Employee, Client shall so notify Agency at least thirty (30) days prior to the Termination Date set forth in the Work Order. Prior to hiring the Contracted Employee, Client will pay Agency the Contingency Fee as set forth in Exhibit "A" attached hereto in the event the Contracted Employee is hired by the Client, and shall further obtain Agency's written consent thereto in the form attached hereto as Exhibit B.

      (b) **Invoicing.** Invoices will be submitted when and if Contracted Employee accepts a written offer of employment by Client. Payment to Agency is due fifteen (15) days after the date the Contracted Employee begins employment with Client.

3. **Confidentiality and Ownership.**

   3.1 **Confidentiality.** Client recognizes and acknowledges that the Agency possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all nonpublic information, including graphic, technical, operational, business, financial information, client, contractor list, agency employee contact information, and materials belonging to, used by, or in the possession of the Agency relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Client, (b) information that subsequently becomes public through no act or omission of the Client, (c) information which Client can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from Agency; and (d) information rightfully received by Client from a third party who did not obtain such information under any obligations of secrecy to Agency. Client agrees that all of the confidential information is and shall continue to be the exclusive property of the Agency, whether or not prepared in whole or in part by Client and whether or not disclosed to or entrusted to Client's custody. Client agrees that Client shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Agency, other than to Contracted Employees as agreed to in writing by the Agency. Damages shall be equal to $10,000.00 for each such breach.

   3.2 **Ownership.** To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by a Contracted Employee or by Client, regardless of whether the Contracted Employee is retained by Client on a temporary basis or has been employed by Client, in the performance of services under this Agreement, include material subject to copyright protection, such materials have been specially commissioned by the Agency and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Client on its behalf and on behalf of the Contracted Employee, as may be applicable,
hereby irrevocably and exclusively assigns to the Agency, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Contracted Employee’s rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Client on its behalf or behalf of the Contracted Employee, as may be applicable, hereby irrevocably and unconditionally waives all enforcement of such rights. Client shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by Agency and/or Contracted Employee as part of the Services under this Agreement shall be owned by the Agency. Notwithstanding the above, all student information and records are the property of the client.

3.3 Return of Materials. Client agrees that upon termination of this Agreement, Client and/or Contracted Employee will return to the Agency all employee and contractor lists, business plans, drawings, notes, memorandums, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of the Agency. Neither Client nor Contracted Employee will retain any such materials.


Until two (2) years after the termination of this Agreement, Client shall not, for purposes of engaging for employment or contractual services of any kind or nature relating to professional educational services, contact, solicit, offer employment to, hire, directly or indirectly, or otherwise contract with (1) the Contracted Employee or (2) any other potential contractor or employee contacted by Agency and identified to Client, or any Contracted Employees contracted with or employed by the Agency (i) at least twelve (12) months prior to the date of said termination; or (ii) as of the date of said termination, and (iii) within twelve (12) months immediately following the date of said termination. Client agrees that it would be difficult to measure damages to Agency from any breach of the covenants contained in Articles 3 and 4, but that such breach would cause Agency serious and irreparable harm. Accordingly, undersigned agrees that Agency may have specific performance of the terms of this Agreement in any court having jurisdiction. Undersigned also agrees that Agency shall be entitled to liquidated damages in the amount of Contingency Fee set forth in Exhibit “A” attached hereto for each breach of this provision. In the event no Contingency Fee is established, liquidated damages shall be equal to $10,000.00 for each such breach. In the event a Court should find the liquidated damages amount to be unenforceable, said amount shall be reduced by the Court but only to the extent necessary to render said damages enforceable. Specific performance and liquidated damages, however, shall not be cumulative or the exclusive remedy and Agency may enforce any other remedy or remedies available to it either in law or in equity including but not limited to monetary damages, temporary, preliminary, and/or permanent injunctive relief without the filing of a bond or other surety.

5. Termination. This Agreement is terminable at any time by the Client upon thirty (30) days written notice to the Agency. The Agency may terminate this Agreement at any time upon thirty (30) days written notice to the Client. Termination of this Agreement shall not affect the Agency’s right to compensation for the hiring of Contracted Employees made prior to the date of termination of this Agreement or within two (2) years after the date of termination of this Agreement. All obligations and indebtedness owing from Client to Agency arising prior to termination shall remain enforceable. Furthermore, Sections 3, 4, 5, 6 and 7 shall survive any termination of this Agreement.

6. Indemnity.

Client agrees to indemnify, defend, and hold the Agency and its successors, officers, directors, agents, shareholders, affiliates and employees harmless from and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, in connection with, or otherwise relating to (1) the actions or omissions of the Contracted Employee, (2) services provided or not provided by the Contracted Employee for or on behalf of the Client, (3) Contracted Employee’s attendance record, or (4) Client’s working relationship with the Contracted Employee.

7. Miscellaneous.

7.1 Online Speech Therapy Services: IEP Therapy will provide 2 pairs of headphones for student use. Any lost, stolen, damaged, or otherwise not fit for use will be replaced by the client at their expense. The client will need the following requirements for Online Speech Therapy Services.

(i) High Speed Internet
(ii) Access to the internet
(iii) Computer with the ability to produce sound and visual pictures
(iv) Webcam for visual interaction
(v) Paraprofessional to provide technical and behavior support

7.2 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Client and Agent. Neither Party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other. Neither Party shall have power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractors. Neither Party shall have any power or authority to bind or commit the other.

7.2 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations, and warranties between them respecting the subject matter hereof.

7.3 Amendment. This Agreement may be amended only by a writing signed by both a duly authorized representative of the Agency and by a duly authorized representative of the Client.

7.4 Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as
applied to other persons, places and circumstances shall remain in full force and effect.

7.5 Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

7.6 Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

7.7 Nonwaiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Client, by an officer of the Client or other person duly authorized by the Client.

7.8 Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Agency’s then current address or to the Client’s principal office or billing address, as the case may be. Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

7.9 Assignment. The Agreement is not assignable or transferable by Client.

7.10 Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

7.11 Disputes. This agreement, and the performance under it, shall be deemed made in and construed in accordance with the laws of the State of Indiana without application of its conflict of laws provisions. All disputes hereunder shall be exclusively brought and exclusively maintained in the federal or state courts situated in Marion County, Indiana. The parties hereby consent to personal jurisdiction and venue therein, and hereby waive all objections thereto. Upon a finding by a court of competent jurisdiction that Client has breached this agreement, Client shall reimburse the Agency for all reasonable legal fees and expenses incurred in enforcing this Agreement in addition to all other remedies available herein, at law or in equity.

7.12 Order Of Precedence. Any ambiguities in this Agreement shall not be strictly construed against the drafter of the language concerned but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. In the event of any ambiguity and/or inconsistency among the terms and conditions of this Agreement any Exhibit(s) to this Agreement, the following descending order of precedence shall control:

(i) The terms and conditions of this Agreement;

(ii) The Exhibits to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _5_ th day of _December_, 2013.

THE AGENCY:

THE SPEECHTREE COPRORATION:
DBA IEP THERAPY
an Indiana corporation,

By: ____________________________

Authorized Signature

THE CLIENT:

East Allen County Schools
(Print Name of Client)

(Signature of Authorized Representative)

(Print Name & Title of Authorized Representative)

Date of Signature
Exhibit A

Professional Service Work Order

Name: Teresa Swift, MA CCC-SLP

Services Classification: SLP X ; SLPA ; OTR ; COTA ; PT ; PTA ; SPych ; O-SLP ; Sped Teacher

Commencement Date: Week of 01/20/2014 (estimated)

Termination Date: May 27th, 2014

Hourly Rate: $ 67.50

Mileage Reimbursement for Travel Between Schools: 55 (or current governmental reimbursement rate)

Professional Services Work Contingency Option: This Professional Service Work Order is subject to the terms and conditions of the original PROFESSIONAL SERVICES AGREEMENT between the parties dated December 5th, 2013. This Professional Service Work Order shall begin on the Commencement Date, and shall terminate on the Termination Date. Acceptance of the Professional Service Work Order by the Client shall be evidenced by the first payment to Agency under the Work Order.

Over the course of this Work Order, it is estimated that that this Agreement will generate an estimated $ (7.5 hrs. x 84 days x $67.50/hr.) of revenue (the “Anticipated Return”). If this Agreement is terminated by Client for no due cause, Client shall pay to the Agency a termination fee in an amount equal to fifteen percent (15%) of the Adjusted Anticipated Return (the “Termination Fee”). If there is due cause that both parties are unable to rectify, then there will not be a termination fee. Due Cause is defined as poor performance by contracted employee. The Adjusted Anticipated Return shall be the Anticipated Return adjusted by the remaining term of the Agreement. For example, if the Agreement had a term of ten (10) months and five (5) months into the term the Client chose to terminate this Agreement, the Termination Fee would be equal to half of the Anticipated Return.

Professional Service Schedule Plan:

Plan 1: X

Academic Year Plan: The remainder of the 2013-14 school year, 5 days per work week at a minimum of 7.5 hours per day following the school calendar. There are an estimated 84 work days. Charges will only occur based on actual hours worked.

Plan 2:

Minimum Qualifications:

Speech-Language Pathologist (SLP):
- Master’s Degree in Speech-Language Pathology from an accredited school.
- Certification from ASHA (CCCs or CFY)
- Teacher License with DOE
- Speech-Language Pathologist license with the Indiana Professional Licensing Agency (IPLA).
- Current state police background check (within one year)
- E-Verify
- Coverage for Professional, General, and Workers Compensation Insurance
Exhibit B

CONSENT TO EMPLOYMENT OF CONTRACTED EMPLOYEE

Whereas, East Allen County Schools ("Client") and The SpeechTree Corporation (the "Agency") are subject to a Professional Services Agreement dated December 5th, 2013 and a Professional Service Work Order for the services of Teresa Swift ("Contracted Employee"); and

Whereas, Client wishes to directly hire the Contracted Employee(s) directly upon or after the Expiration Date of ___ and the Agency hereby consents to the employment of the Contracted Employee listed below in exchange for the immediate payment of $15,000.00, the receipt of which is hereby acknowledged.

The Agency hereby releases any contractual claims to remuneration for the services of the Contracted Employee.

THE CLIENT:

East Allen County Schools
(Print Name of Client)

(Signature of Authorized Representative)

(Print Name & Title of Authorized Representative)

THE AGENT:

The SpeechTree Corporation

By: ____________________________

Authorized Representative

This page is only signed if the school wants to directly hire the contracted employee at end of term.
Information Items
# Allocation / Grant Awards for East Allen County Schools

**Rose E. Fritzinger, M.A., CFRE**

**EACS Director of Development and EACS Foundation Executive Director**

**Fourth Quarter: 10/01/2013 – 12/31/2013**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description of Allocation/Grant</th>
<th>Approved Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/01/13</td>
<td><strong>Refugee Children School Impact Grant (I-DOE).</strong> These RCSIG funds were additional funds available for SY12/13. EACS was not notified until after SY12/13 that these funds were available, however, we followed the guidance from the I-DOE to complete the paperwork, receive approval and draw-down these funds to reimburse the General Fund for funds used during the appropriate award term to support EL efforts at EACS.</td>
<td>$25,720.00</td>
</tr>
<tr>
<td>10/21/13</td>
<td><strong>Non-English Speaking Program Grant (I-DOE).</strong> These NESP funds are to be used to provide supplemental support for our English Language Learners (ELL). The primary focus of these funds in EACS is to provide the salary / benefits for two Bilingual Support Staff positions.</td>
<td>$67,160.32</td>
</tr>
<tr>
<td>10/25/13</td>
<td><strong>Title IIA application (I-DOE).</strong> PD funds for SY14/15. Includes funding for our public schools as well as participating nonpublic schools located in our district’s geographic boundaries.</td>
<td>$255,864.00</td>
</tr>
<tr>
<td>12/05/13</td>
<td><strong>Refugee Children School Impact Grant (RCSIG - I-DOE).</strong> These funds help our refugee children specifically.</td>
<td>$29,558.00</td>
</tr>
</tbody>
</table>

**Total Allocations Approved:**

$378,302.32

---

**Grants**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description of Allocation/Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/04/13</td>
<td><strong>McKinney-Vento Homeless Children and Youth (I-DOE).</strong> This application was approved.</td>
</tr>
<tr>
<td>10/07/13</td>
<td><strong>St. Joseph Community Health Foundation.</strong> EACS Special Education Department received funds to purchase and install equipment in a Sensory Room at Heritage Elementary.</td>
</tr>
<tr>
<td>10/08/13</td>
<td><strong>Pilot School-Focused Prevention Program 2013 – 2016 (Family and Social Services Administration, Division of Mental Health and Addiction).</strong> The Drug and Alcohol Consortium (DAC) served as the lead agency (fiscal) on this application. EACS partnered with Bowen Center, Fort Wayne Urban League and Indiana University – Purdue University at Fort Wayne (among others) in an attempt to secure this funding. Only one pilot site was selected for this project funding. The application submitted by DAC was declined.</td>
</tr>
<tr>
<td>10/30/13</td>
<td><strong>Safe Haven (Indiana Criminal Justice Institute).</strong> This funding provides for a portion of the salary and benefits to provide the SRO at New Haven High School for SY13/14 in partnership with the City of New Haven (Police Department).</td>
</tr>
<tr>
<td>11/04/13</td>
<td><strong>Secured School Safety Grant (Indiana Department of Homeland Security).</strong> These funds will provide the salary / benefits for an additional SRO in EACS ($28k) as well as security / safety equipment ($22k). The additional SRO will be hired by the Allen County Sheriff. This Award has a $1-$1 matching requirement and EACS will fulfill that requirement through funds set aside for the NHHS SRO as well as through security/safety equipment purchases during the term of this Award.</td>
</tr>
<tr>
<td>11/22/13</td>
<td><strong>Indiana Math and Science Partnership (I-DOE).</strong> This competitive application was submitted by EACS (fiscal) in partnership with IPFW to focus on Grades 4-12 math and science improvements. The application was declined.</td>
</tr>
<tr>
<td>11/25/13</td>
<td><strong>2014 Magna Award.</strong> EACS completed a 2014 Magna Award application to recognize the efforts of the EACS team in the entire iPad roll-out process. Our application was not approved.</td>
</tr>
<tr>
<td>12/12/13</td>
<td><strong>2014 Edward Byrne Memorial Justice Assistance Grant (ICJI).</strong> These funds were requested to establish and begin implementing the Check &amp; Connect program within Allen County by the AC Courts. The application was declined.</td>
</tr>
<tr>
<td>12/13/13</td>
<td><strong>AWS Foundation.</strong> Special Education Department requested and received funds to help fund two additional Sensory Rooms in EACS.</td>
</tr>
</tbody>
</table>

**Total Grants Approved:**

$173,357.75

**Total Allocations and Grants Approved this Quarter:**

$505,660.07

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**Notes:**

1. To the best of my knowledge, no grant / allocation funds were returned to the I-DOE (or remained unspent at the I-DOE) during this quarter.
SECONDARY COURSE CATALOG REVISIONS

Background:

Refer to the attached listing for new EACS courses to be added for the 2014-15 school year. The new courses were submitted by the high schools in order to allow students to have more elective educational opportunities. This will offer students more choices for a variety career pathways.

This listing also includes courses that will be added for students at East Allen University.

Recommendation:

That the Board of School Trustees approve the additional courses for the 2014-15 school year.
## HIGH SCHOOL COURSE CATALOG UPDATES AND REVISIONS
### December 30, 2013

<table>
<thead>
<tr>
<th>Course Title</th>
<th>IDOE Course #</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Technology 1</td>
<td>5580</td>
<td>2-4</td>
</tr>
<tr>
<td>Construction Technology 2</td>
<td>5578</td>
<td>2-4</td>
</tr>
<tr>
<td>Leadership Development in Action</td>
<td>X119</td>
<td>1</td>
</tr>
<tr>
<td>Musical Theatre</td>
<td>0518</td>
<td>1</td>
</tr>
<tr>
<td>Spanish III</td>
<td>2124</td>
<td>1/DC</td>
</tr>
<tr>
<td>Introduction to Engineering Design</td>
<td>4812</td>
<td>1/DC</td>
</tr>
<tr>
<td>Principles in Engineering</td>
<td>4814</td>
<td>1/DC</td>
</tr>
<tr>
<td>Civil Engineering &amp; Architecture</td>
<td>4820</td>
<td>1/DC</td>
</tr>
<tr>
<td>English Composition I</td>
<td>1124</td>
<td>3/DC</td>
</tr>
<tr>
<td>College Algebra</td>
<td>2544</td>
<td>3/DC</td>
</tr>
<tr>
<td>Anatomy &amp; Physiology</td>
<td>5276</td>
<td>4/DC</td>
</tr>
<tr>
<td>Plant &amp; Animal Biology</td>
<td>3090</td>
<td>4/DC</td>
</tr>
<tr>
<td>Spanish II</td>
<td>2122</td>
<td>4/DC</td>
</tr>
<tr>
<td>Intro to Health Careers</td>
<td>5282</td>
<td>2/DC</td>
</tr>
<tr>
<td>Speech</td>
<td>1076</td>
<td>3/DC</td>
</tr>
<tr>
<td>General Psychology</td>
<td>1532</td>
<td>3/DC</td>
</tr>
<tr>
<td>Music Appreciation</td>
<td>4260</td>
<td>3/DC</td>
</tr>
<tr>
<td>Basic College Accounting</td>
<td>4524</td>
<td>3/DC</td>
</tr>
<tr>
<td>(Marketing) Consumer Behavior</td>
<td>5914</td>
<td>3/DC</td>
</tr>
</tbody>
</table>
Discussion Items
WHEREAS the School Board recognizes that fundraiser activities can produce revenues which are useful to augment programs and services to students and staff, and;

WHEREAS it is the directive of the State Board of Accounts that the Governing Body define the procedure for approval of and internal controls for fundraisers in the school buildings

THEREFORE BE IT RESOLVED that the procedures for Fundraiser Activities on East Allen County School’s property are as follows:

Fundraiser activities conducted at the schools, including those run by outside groups such as PTA, PTO or Booster Clubs, will be requested through and requires prior approval of the Building Principal. A Fundraiser Approval Form will be prepared by the sponsor, provided to Principal for approval and an approved copy given to the building bookkeeper.

Fundraiser activity conducted is not to exceed 30 days per calendar year, per group. This 30 day rule does not apply to school book store items sold for the purpose of classroom instruction or to the school yearbooks sold as a student activity or class project.

Fundraiser activities are not to conflict with wellness initiatives, Drug Free Policy or other policies maintained by East Allen County Schools. Foods sold as fundraisers should not be consumed during school day.

Fundraising activities for donation to charitable cause or memorial is allowable with the following restriction: It should be clearly stated to donors the intent of the use of these monies and to whom they will be given. All donations would be receipted into school accounting records as a donation and then remitted over to charity/entity designated in check form. No cash is to be transferred directly to the charitable recipients.

Revenues from fundraisers will be maintained by and for the group conducting the fundraiser. Fundraising done by students is considered part of extra-curricular programs at the school and the revenues of such will be maintained through the school extra-curricular accounts. The monies raised will used for the expressed intent/project noted in the fundraiser approval form.

Intended use of fundraiser monies for instructional materials or equipment should be stated to patrons at the onset of the fundraiser activities. Such use should be voted on and approved by a majority of student body of the school. A record of the vote is to be kept on file at the school. Expenditures will also require School Board approval if the intended purchase will be over $300 for non-consumable items.

Fundraising done by a PTO or Booster Club, or any other adult conducted fundraising is not considered a program of the school itself. Those funds will be maintained outside of the school accounting programs and are maintained by the outside group conducting the fundraising. It is highly recommended that there be a school staff member, designated by the Principal, included in the organization of any outside entity running an approved fundraiser for the school.

Adopted this ___ day of ___________ 2014

____________________________________
Board of School Trustees
East Allen County Schools
POLICY TYPE: GOVERNANCE PROCESS

POLICY TITLE: BOARD RESPONSIBILITIES - "MEET AND CONFER" PROCESS

The Board shall be guided by the following responsibilities/limitations in implementing the Board's "meet and confer" resolution adopted August 16, 2005:

1. Board members may monitor the progress of the "meet and confer" process by review of all proposals, agendas, minutes, or reports prepared and submitted in connection with the "meet and confer" process.

2. Board members may monitor compliance with the "meet and confer" timetable (see Appendix H) established by the Board on September 20, 2005, or as amended thereafter, through communication with the Superintendent— and— General Counsel.

3. Board members may attend "meet and confer" sessions as passive spectators in a manner consistent with the Indiana open meetings laws.

4. Board members shall conduct at least one (1) work session during the open period for "meet and confer" sessions to hear the comments, concerns, and proposals of any employees, employee groups, or employee representative in the event that at least twenty-five percent (25%) of the employees in a particular unit inform the Board, in writing, that an impasse exists with respect to one (1) or more issues subject to the "meet and confer" process.

5. Board members shall exercise the final authority to accept, modify or reject any recommendations received as a result of the Board's "meet and confer" policy.

6. Board members shall exercise the final authority to resolve all issues over which impasse has been declared.

Policy Adopted 03/20/07 Amended
POLICY TYPE: GOVERNANCE PROCESS

POLICY TITLE: BOARD RESPONSIBILITIES - "MEET AND CONFER" PROCESS

7. Board members shall exercise final authority to annually render a final decision on all matters within the scope of the Board’s "meet and confer" policy after the expiration of the time when sessions under the policy are required even if a party fails to request "meet and confer" sessions, fails to submit recommendations for Board consideration, or refuses to participate in the "meet and confer" process.
POLICY TYPE: EXECUTIVE EXPECTATIONS

POLICY TITLE: MEET AND CONFER SUPERINTENDENT RESPONSIBILITIES/EXPECTATIONS

The Superintendent shall:

1. Implement the "meet and confer" process as outlined in the Board's resolution dated August 16, 2005.

2. Ensure substantial compliance with the "meet and confer" timeline adopted by the Board on September 20, 2005 (see Appendix H).

3. Timely report to the Board on the progress of the "meet and confer" process.

4. Make available adequate facilities to conduct "meet and confer" sessions.

5. Ensure compliance of the inclusive process for "meet and confer" within the broadest boundaries of understanding.

Policy Adopted 03/20/07 Amended ______
APPENDIX H

"MEET AND CONFER" TIMELINE

1. May 1 — May 15: Management proposal on economic and non-economic issues posted on EACS website and distributed to unit members and designated representatives.

2. May 15 — June 1: Open period for "meet and confer" meetings on economic and non-economic issues.

3. July 20: Written report to the Board on economic items of agreement and disagreement. (Report to be posted on EACS website and distributed to unit members and designated representatives.)

4. July 25: Final date for written comment from unit employees and designated representatives to the Board on economic and non-economic items of disagreement.

5. August 1: Earliest date for Board ratification or rejection of economic and non-economic items of agreement and resolution of economic items of disagreement.

6. August 15: Last date for Board ratification or rejection of items of agreement and resolution of items of disagreement.

7. Sept. 15: Management proposal on non-economic issues posted on EACS website and distributed to unit members and designated representatives.


9. Oct. 25: Written report to the Board on non-economic items of agreement and disagreement. (Report to be posted on EACS website and distributed to unit members and designated representatives.)

10. Nov. 5: Final date for written comment from unit employees and designated representatives to the Board on non-economic items of disagreement.

11. Nov. 15: Earliest date for Board ratification or rejection of non-economic items of agreement and resolution of non-economic items of disagreement.

12. Nov. 30: Last date for Board ratification or rejection of items of agreement and resolution of items of disagreement.

Note: Dates could be modified slightly each year based on coordinating the "meet and confer" schedule with the Board meeting schedule. If policies need to be adopted mid-year, a similar schedule can be developed using similar amounts of time between each step.

Revised 11/18/08, 03/20/07, _______  
Appendix H
SALE OF HARLAN ELEMENTARY SCHOOL

Background:
East Allen County Schools has followed the prescribed legal processes to dispose of personal and real estate (i.e. Harlan Elementary School). The Harlan School has met the two (2) year period on the State List and therefore may be sold. The property has been appraised and declared to no longer be needed for EACS educational purposes. The sale of the property has been advertised as required in both the Journal Gazette and News Sentinel. Two bids were received and opened on December 20th at 1:00 PM. Bids were submitted by Sunrise Chapel Mennonite Church and Rajesh Patel (for Doss Dawdy Hauss Assisted Living and Restaurant), with Sunrise Chapel submitting the higher sale price offer. Sunrise Chapel Mennonite Church accepted all of the conditions of the sale contract, provided the required documentation and earnest deposit ($2,500), and submitted a purchase offer of $270,000 that met the initial sale price requirement (90% of appraised value).

Recommendation:
That the Board of School Trustees approves the sale of the Harlan Elementary School to Sunrise Chapel Mennonite Church, since the offer was the highest, it met the initial sale price requirement and all of the conditions of the sale were agreed to.

Kenneth H. Folks
Superintendent of Schools

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget:

Legal: I.C. 20-26-7-1 & 36-1-11
**EAST ALLEN COUNTY SCHOOLS**  
Sale of Harlan Elementary School - December 20, 2013

### BID TABULATION

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Sunrise Chapel Mennonite Church, Inc</th>
<th>Rajesh Patel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submission Date &amp; Time</td>
<td>12-20-13 @ 1:00 PM</td>
<td>12-20-13 @ 1:00 PM</td>
</tr>
<tr>
<td>Sale Price - Offer</td>
<td>$270,000</td>
<td>$260,000</td>
</tr>
<tr>
<td>Acceptance of Conditions</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Intended Use of Land</td>
<td>Community Center</td>
<td>Assisted Living</td>
</tr>
<tr>
<td>Financial Statement</td>
<td>Yes</td>
<td>None Provided</td>
</tr>
<tr>
<td>Deposit Fee</td>
<td>$2,500</td>
<td>$2,500</td>
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</tbody>
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### Subsequent Bids

<table>
<thead>
<tr>
<th>Resubmission Date &amp; Time</th>
<th>Sale Price-Offer</th>
</tr>
</thead>
<tbody>
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