EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES
BOARD ROOM, ADMINISTRATION BUILDING
1240 STATE ROAD 930 EAST, NEW HAVEN, INDIANA

REGULAR MEETING
MARCH 4, 2014
6:30 p.m.

AGENDA

1.0 ROUTINE ITEMS
1.1 Call to Order
1.2 Pledge of Allegiance
1.3 Approval of Agenda
1.4 Recognition
   - Heritage FFA National Winners
   - EACS District Student Safety Poster Designers

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 – Regular Meeting – February 18, 2014

4.0 ACTION ITEMS
14-0304-4.1 Proposed New Board Policy 1008 – Safe Environment
14-0304-4.2 Ricoh Contract – Microfilm to Digital Image

DISCUSSION/ACTION ITEMS
14-0304-4.3 Contract with ALICE Institute Training
14-0304-4.4 Contract with Dr. Julie Steck for Student Evaluation and Staff Consultation
14-0304-4.5 Resolution Regarding Business Personal Property Tax

5.0 INFORMATION/DISCUSSION ITEMS

INFORMATION ITEMS
5.1 Annual Report - School Safety
5.2 Digital Copiers/Printer Service Contract RFP
5.3 Beverage Contract Services RFP
5.4 ACCUPLACER and CoreLink (Presentation)
5.5 District Climate Survey Results (Presentation)
DISCUSSION ITEMS
5.6 Application and Receipt of Funds for Monsanto Grant: America’s Farmers Grow Rural Education
5.7 Purchase of Economics and Personal Finance Online Curriculum Package from Compass Learning
5.8 Heritage K-12 Project – Change Order - #13 – Additional Bracing in Roof and Repair of Existing Structure
5.9 Heritage K-12 Project – Change Order - #14 – Connection to and Extension of Existing Storm and Sanitary Lines
5.10 Heritage K-12 Project – Change Order - #15 – Installation of 3” and 4” Domestic Water isolation Valves
5.11 Heritage K-12 Project – Change Order - #16 – CMU Pilaster Build Out at Structural Columns in Gymnasium
5.12 Heritage K-12 Project – Change Order - #17 – Court Striping, Drinking Fountain, Backboard Circuits/Controllers

6.0 PUBLIC EXPRESSIONS – NON-AGENDA ITEMS*

7.0 SUPERINTENDENT COMMENTS

8.0 BOARD COMMENTS

9.0 ADJOURNMENT

NEXT BOARD MEETING
MARCH 18, 2014
ADMINISTRATION BUILDING
BOARD ROOM
6:30 PM

*Public expression is limited to 3 minutes per speaker.

DREAM IT. DO IT.
Consent Items
ACTION AGENDA

March 4, 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.

[Signature]
Kenneth H. Folks
Superintendent of Schools

Prepared: Amanda Ricketts
Approved: 
Budget: Kirby Stahly
Legal: 


CLASSIFIED NEW HIRES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doughty, Tia</td>
<td>Paraprofessional – Altern. Program</td>
</tr>
<tr>
<td>Shwe, James</td>
<td>District Bilingual Parent Liaison</td>
</tr>
</tbody>
</table>

CERTIFIED TERMINATIONS

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buroff, Roberta</td>
<td>Teacher – CEEL</td>
<td>6/6/2014</td>
<td>Retirement*</td>
</tr>
<tr>
<td></td>
<td>(40 yrs. w/EACS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lightfoot, Richard</td>
<td>Teacher – LEHS</td>
<td>6/6/2014</td>
<td>Retirement*</td>
</tr>
<tr>
<td></td>
<td>(27 yrs. w/ EACS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mostella, Paige</td>
<td>Teacher – WOHS</td>
<td>2/20/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td></td>
<td>(5.5 yrs. w/EACS)</td>
<td></td>
<td></td>
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</table>

CLASSIFIED TERMINATIONS

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<tr>
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<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Byers, Benjamin</td>
<td>Technology - Systems Engineer</td>
<td>2/21/2014</td>
<td>Termination</td>
</tr>
<tr>
<td></td>
<td>(2.5 yrs. w/ EACS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(9 mo. w/EACS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gerig, Stephanie</td>
<td>Paraprofessional – WOHS</td>
<td>2/28/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td></td>
<td>(2 yrs. w/ EACS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moody, Sara</td>
<td>Paraprofessional – SOEL</td>
<td>2/21/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td></td>
<td>(11 days w/ EACS)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CERTIFIED LEAVES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lothamer, Lisa</td>
<td>Teacher – NHPS</td>
<td>2/11/2014</td>
<td>Unpaid</td>
</tr>
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</table>

CLASSIFIED LEAVES

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<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carroll, Margaret</td>
<td>Food Service – SOEL</td>
<td>2/20/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>Hissong, Susan</td>
<td>Secretary – PHLC</td>
<td>3/13/2014 through 3/14/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>Meyer, Cynthia</td>
<td>Paraprofessional – HEHS</td>
<td>2/17/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>Moriarity, Shawn</td>
<td>Custodian – WOHS</td>
<td>2/25/2014 through 3/20/2014</td>
<td>FMLA Extension</td>
</tr>
<tr>
<td>Pelz, Marjorie</td>
<td>Food Service – LEHS</td>
<td>2/11/2014 through 2/13/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>Spieth, Tina</td>
<td>Bus Driver</td>
<td>3/6/2014 through 3/7/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>Vasquez, Diane</td>
<td>Bus Driver</td>
<td>2/10/2014 through 2/11/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>Watson, Nancy</td>
<td>Secretary – NHHS</td>
<td>2/10/2014 through 4/30/2014</td>
<td>FMLA</td>
</tr>
</tbody>
</table>

*The last day of school year could change due to cancellation of school for inclement weather.*
ACTION AGENDA

March 4, 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.

[Signature]
Kenneth H. Folks
Superintendent of Schools

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: Kirby Stahly
Legal: ___________________________
FINANCIAL SUMMARY REPORT
MARCH 4, 2014

ACCOUNTS PAYABLE VOUCHER INFORMATION

Vendor Claims 280320-280460

Total Amount $183,161.44

DONATIONS, GIFTS, AND EXTRACURRICULAR EXPENDITURES

None.
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.

Prepared: Dawn Bair
Approved: Ken Folks
Budget: 
Legal: 

Kenneth H. Folks
Superintendent of Schools
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 10-11, 2013</td>
<td>Katelin Lothamer</td>
<td>1</td>
<td>WOHS</td>
<td>Indiana Resource Center for Autism: Evidenced Based Autism Team Training, Bloomington</td>
<td>$138</td>
<td>Y</td>
<td>$150</td>
<td>Resubmitting for mileage (previously approved on 10/1/13, 529-12900-58000-0012, Technical Assistance Grant</td>
</tr>
<tr>
<td>November 7-8, 2013</td>
<td>Katelin Lothamer</td>
<td>1</td>
<td>WOHS</td>
<td>Indiana Resource Center for Autism: Evidenced Based Autism Team Training, Bloomington</td>
<td>$138</td>
<td>Y</td>
<td>$150</td>
<td>Resubmitting for mileage (previously approved on 10/1/13, 529-12900-58000-0012, Technical Assistance Grant</td>
</tr>
<tr>
<td>February 1-5, 2014</td>
<td>Teresa Gremaux</td>
<td>1</td>
<td>PHJH</td>
<td>National Title I Conference, California</td>
<td>$110</td>
<td>N</td>
<td>$0</td>
<td>Resubmitting for mileage from Detroit due to flight being cancelled (previously approved on 12/10/13, 413-22900-58000-0015, Title I 13-14</td>
</tr>
<tr>
<td>February 27-28, 2014</td>
<td>Katelin Lothamer</td>
<td>1</td>
<td>WOHS</td>
<td>Indiana Resource Center for Autism: Evidenced Based Autism Team Training, Bloomington</td>
<td>$138</td>
<td>Y</td>
<td>$150</td>
<td>Resubmitting for mileage (previously approved on 10/1/13, 529-12900-58000-0012, Technical Assistance Grant</td>
</tr>
<tr>
<td>February 28, 2014</td>
<td>Marilyn Hissong</td>
<td>1</td>
<td>CURR</td>
<td>WIDA Training for INTESOL EL Leadership, Indianapolis</td>
<td>$0</td>
<td>N</td>
<td>$0</td>
<td>Released time</td>
</tr>
<tr>
<td>February 28, 2014</td>
<td>Teresa Knoblauch</td>
<td>1</td>
<td>PHLC</td>
<td>WIDA Training for INTESOL EL Leadership, Indianapolis</td>
<td>$0</td>
<td>N</td>
<td>$0</td>
<td>Released time</td>
</tr>
<tr>
<td>March 6, 2014</td>
<td>Ryan Martin</td>
<td>1</td>
<td>HEHS</td>
<td>IEP Work Day, HEHS</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
<td>Released time, 010-21810-13000-0012, General fund</td>
</tr>
</tbody>
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<th>SUB</th>
<th>COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 10, 2014</td>
<td>Steve Snodgrass</td>
<td>1</td>
<td>HEHS</td>
<td>IFCA All-Star Selection Conference, Indianapolis</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
<td>Released time, 010-25400-13000-0004, General fund</td>
</tr>
<tr>
<td>March 10, 2014</td>
<td>Jared Sauder</td>
<td>1</td>
<td>LEHS</td>
<td>IFCA All-Star Selection Conference, Indianapolis</td>
<td>$80</td>
<td>Y</td>
<td>$75</td>
<td>Released time, mileage, 010-11300-13000-0071, General Fund</td>
</tr>
<tr>
<td>March 10, 2014</td>
<td>Jazmine Johnson, Jared Kunberger, Brian Yager</td>
<td>3</td>
<td>SOEL</td>
<td>Peer to Peer Observation, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$225</td>
<td>Released time, 413-22120-11000-0057, Title I 13-14</td>
</tr>
<tr>
<td>March 11, 2014</td>
<td>Lori Fipp, Jared Kunberger, Benita Robinson, Cherish Rochford, Cari Toffelmire</td>
<td>5</td>
<td>SOEL</td>
<td>Peer to Peer Observation, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$375</td>
<td>Released time, 413-22120-11000-0057, Title I 13-14</td>
</tr>
<tr>
<td>March 12, 2014</td>
<td>Kirby Stahly</td>
<td>1</td>
<td>ADMN</td>
<td>Affordable Care Act Seminar, Fort Wayne</td>
<td>$0</td>
<td>N</td>
<td>$0</td>
<td>Released time, AM</td>
</tr>
<tr>
<td>March 12, 2014</td>
<td>Lois Goeglein</td>
<td>1</td>
<td>ADMN</td>
<td>IASBO Extra Curricular Workshop, Plainfield</td>
<td>$185</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, mileage, 010-25160-58000-0007, General fund</td>
</tr>
<tr>
<td>March 12, 2014</td>
<td>Michelle Jordan</td>
<td>1</td>
<td>NHMS</td>
<td>IASBO Extra Curricular Workshop, Plainfield</td>
<td>$143</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, mileage, 010-25160-58000-0007, General fund</td>
</tr>
<tr>
<td>March 12, 2014</td>
<td>Elaine Caldwell</td>
<td>1</td>
<td>PCA</td>
<td>IASBO Extra Curricular Workshop, Plainfield</td>
<td>$180</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, mileage, 010-25160-58000-0007, General fund</td>
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<th>SUB</th>
<th>COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 12, 2014</td>
<td>Lynne Briegel, Allyson Bradtmiller, Sara Gerig, Tammy Snyder, Amanda Walsh</td>
<td>5</td>
<td>SOEL</td>
<td>Peer to Peer Observation, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$375</td>
<td>Released time, 413-22120-11000-0057, Title I 13-14</td>
</tr>
<tr>
<td>March 12, 2014</td>
<td>Liz Salerno</td>
<td>1</td>
<td>WOPS</td>
<td>IASBO Extra Curricular Workshop, Plainfield</td>
<td>$185</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, mileage, 010-25160-58000-0007, General fund</td>
</tr>
<tr>
<td>March 17, 2014</td>
<td>Courtney Adams, Lynne Briegel, Jazmine Johnson, Michelle Marden, Chris Roop</td>
<td>5</td>
<td>SOEL</td>
<td>Interactive Writing, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$375</td>
<td>Released time, 413-22120-11000-0057, Title I 13-14</td>
</tr>
<tr>
<td>March 17, 2014</td>
<td>Cherish Rochford, Amanda Walsh</td>
<td>2</td>
<td>SOEL</td>
<td>Interactive Writing, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
<td>Released time, PM, 413-22120-11000-0057, Title I 13-14</td>
</tr>
<tr>
<td>March 18, 2014</td>
<td>Sharla Hoting</td>
<td>1</td>
<td>HEHS</td>
<td>IEP Work Day, HEHS</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, PM, 010-21810-13000-0012, General fund</td>
</tr>
<tr>
<td>March 18, 2014</td>
<td>Jewell Yoder</td>
<td>1</td>
<td>LEHS</td>
<td>2014 ISNA Regional Workshop, DeKalb</td>
<td>$30</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, 080-31200-61500-0072, School lunch fund</td>
</tr>
<tr>
<td>March 18, 2014</td>
<td>Deborah Carper</td>
<td>1</td>
<td>LEHS</td>
<td>2014 ISNA Regional Workshop, DeKalb</td>
<td>$42</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, mileage, 080-31200-61500-0072, School lunch fund</td>
</tr>
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<th>SUB</th>
<th>COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 18, 2014</td>
<td>Allyson Bradtmiller, Anna Davis, Patricia Hodges, Rebecca Meekin, Tammy Snyder, Lisa Unger, Heather Watts</td>
<td>7</td>
<td>SOEL</td>
<td>8 Step Bundle Planning, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$525</td>
<td>Released time, 413-22120-11000-0057, Title I 13-14</td>
</tr>
<tr>
<td>March 18, 2014</td>
<td>Michelle Mayes</td>
<td>1</td>
<td>SOEL</td>
<td>2014 ISNA Regional Workshop, DeKalb</td>
<td>$30</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, 080-31200-61500-0057, School lunch fund</td>
</tr>
<tr>
<td>March 18, 2014</td>
<td>Allison Baker, Molly Bernard</td>
<td>2</td>
<td>SOEL</td>
<td>District Sensory Team Work Session, SOEL</td>
<td>$0</td>
<td>N</td>
<td>$0</td>
<td>Released time, PM</td>
</tr>
<tr>
<td>March 18, 2014</td>
<td>Cassie Steinbrunner</td>
<td>1</td>
<td>SOEL</td>
<td>District Sensory Team Work Session, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, PM, 527-21110-13000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>March 19, 2014</td>
<td>Cindy Lehn</td>
<td>1</td>
<td>SOEL</td>
<td>RtI and ESL - Demonstration of Strategy Implementation w/Monitoring</td>
<td>$84</td>
<td>Y</td>
<td>$75</td>
<td>Released time, mileage, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>March 19, 2014</td>
<td>Lori Jenkins, Erin Warden</td>
<td></td>
<td>SOEL</td>
<td>EL/RtI Conference, Indianapolis</td>
<td>$0</td>
<td>Y</td>
<td>$150</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>March 20, 2014</td>
<td>Allyson Bradtmiller, Anna Davis, Patricia Hodges, Rebecca Meekin, Tammy Snyder, Cassie Steinbrunner, Lisa Unger, Heather Watts</td>
<td>8</td>
<td>SOEL</td>
<td>Interactive Writing, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$300.00</td>
<td>Released time, AM, 413-22120-11000-0057, Title I 13-14</td>
</tr>
</tbody>
</table>
### Meetings and Conferences

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<th>SUB</th>
<th>COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 20-21, 2014</td>
<td>Lynda Blaising</td>
<td>1</td>
<td>SPSV</td>
<td>Effective Instructional Continuum for the ECC Conference, Indianapolis</td>
<td>$120</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, mileage, 527-12230-58000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>March 21, 2014</td>
<td>Jessica Thompson</td>
<td>1</td>
<td>SPSV</td>
<td>Northeast Indiana Roundtable Meetings, Warsaw</td>
<td>$33</td>
<td>N</td>
<td>$0</td>
<td>Resubmitting for mileage (previously approved on 10/15/13), 527-12230-58000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>March 24, 2014</td>
<td>Sharla Hoting</td>
<td>1</td>
<td>HEHS</td>
<td>IEP Work Day, HEHS</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, PM, 010-21810-13000-0012, General fund</td>
</tr>
<tr>
<td>March 24, 2014</td>
<td>Lori Fipp</td>
<td>1</td>
<td>SOEL</td>
<td>RtI Meeting, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
<td>Released time, 413-22120-11000-0057, Title I 13-14</td>
</tr>
<tr>
<td>March 25, 2014</td>
<td>Jazmine Johnson</td>
<td>1</td>
<td>SOEL</td>
<td>RtI Meeting, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
<td>Released time, 413-22120-11000-0057, Title I 13-14</td>
</tr>
<tr>
<td>March 26, 2014</td>
<td>Lori Fipp, Sara Gerig, Jared Kunberger, Benita Robinson, Cherish Rochford, Cari Toffelmire, Amanda Walsh, Brian Yager</td>
<td>8</td>
<td>SOEL</td>
<td>8 Step Bundle Planning, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$600</td>
<td>Released time, 413-22120-11000-0057, Title I 13-14</td>
</tr>
<tr>
<td>March 27, 2014</td>
<td>Courtney Adams, Lynne Briegel, Jazmine Johnson</td>
<td>3</td>
<td>SOEL</td>
<td>8 Step Bundle Planning, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$225</td>
<td>Released time, 413-22120-11000-0057, Title I 13-14</td>
</tr>
<tr>
<td>April 7-11, 2014</td>
<td>Roger Miller</td>
<td>1</td>
<td>TRNSP</td>
<td>Edulog Annual Conference/Training, Nevada</td>
<td>$2,460</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, lodging, airfare, meals, 041-27010-58000-0030, Transportation</td>
</tr>
<tr>
<td>April 8, 2014</td>
<td>Ryan Martin</td>
<td>1</td>
<td>HEHS</td>
<td>IEP Work Day, HEHS</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, AM, 010-21810-13000-0012, General fund</td>
</tr>
</tbody>
</table>
## 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>April 15, 2014</td>
<td>Sharla Hoting</td>
<td>1</td>
<td>HEHS</td>
<td>IEP Work Day, HEHS</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, PM, 010-21810-13000-0012, General fund</td>
</tr>
<tr>
<td>April 18, 2014</td>
<td>Jessica Thompson</td>
<td>1</td>
<td>SPSV</td>
<td>Northeast Indiana Roundtable Meetings, Warsaw</td>
<td>$33</td>
<td>N</td>
<td>$0</td>
<td>Resubmitting for mileage (previously approved on 10/15/13), 527-12230-58000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>April 22-23, 2014</td>
<td>Nicole Singer</td>
<td>1</td>
<td>WOHS</td>
<td>School Safety Specialists Training, Indianapolis</td>
<td>$172</td>
<td>N</td>
<td>$0</td>
<td>Released time, meals, mileage, 010-25400-58000-0004, General fund</td>
</tr>
<tr>
<td>April 23, 2014</td>
<td>Jennifer Hartman</td>
<td>1</td>
<td>SPSV</td>
<td>Transition Cadre Meeting, Indianapolis</td>
<td>$40</td>
<td>N</td>
<td>$0</td>
<td>Resubmitting for registration (previously approved on 2/04/14) registration, 527-12230-58000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>April 24-25, 2014</td>
<td>Michelle Rodgers</td>
<td>1</td>
<td>NHMS</td>
<td>Dynamic Mini-lessons for teaching, reading, and writing, Fort Wayne</td>
<td>$358</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>May 5, 2014</td>
<td>Ryan Martin</td>
<td>1</td>
<td>HEHS</td>
<td>IEP Work Day, HEHS</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, AM, 010-21810-13000-0012, General fund</td>
</tr>
<tr>
<td>May 5, 2014</td>
<td>Sharla Hoting</td>
<td>1</td>
<td>HEHS</td>
<td>IEP Work Day, HEHS</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, PM, 010-21810-13000-0012, General fund</td>
</tr>
<tr>
<td>May 16, 2014</td>
<td>Jessica Thompson</td>
<td>1</td>
<td>SPSV</td>
<td>Northeast Indiana Roundtable Meetings, Warsaw</td>
<td>$33</td>
<td>N</td>
<td>$0</td>
<td>Resubmitting for mileage (previously approved on 10/15/13), 527-12230-58000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>June 20, 2014</td>
<td>Jessica Thompson</td>
<td>1</td>
<td>SPSV</td>
<td>Northeast Indiana Roundtable Meetings, Warsaw</td>
<td>$33</td>
<td>N</td>
<td>$0</td>
<td>Resubmitting for mileage (previously approved on 10/15/13), 527-12230-58000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>September 20-21, 2014</td>
<td>Krista Erexson</td>
<td>1</td>
<td>LEEL</td>
<td>The Café/Two Sisters, Illinois</td>
<td>$1,415</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, lodging, meals, mileage, parking, 683-22120-31200-0015, Title II A</td>
</tr>
</tbody>
</table>
Meetings and Conferences

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

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<th>MAXIMUM REIMBURSEMENT</th>
<th>SUB</th>
<th>COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 20-21, 2014</td>
<td>Courtney Adams, Michelle Marden</td>
<td>2</td>
<td>SOEL</td>
<td>The Café/Two Sisters, Illinois</td>
<td>$2,829</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, lodging, meals, mileage, parking, 683-22120-31200-0015, Title II A</td>
</tr>
</tbody>
</table>

| TOTAL              | 87                        |             |       |                             | $9,009                 |     | $4,388|                                    |
ACTION AGENDA

March 4, 2014

Board Agenda Item 3.4

APPROVAL OF MINUTES
FROM THE REGULAR MEETING ON FEBRUARY 18, 2014

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 at New Haven High School, 1300 Green Road, New Haven, Indiana, the Board of School Trustees of East Allen County Schools met at approximately 6:30 p.m. on February 18, 2014.

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

Board members absent:
Arden Hoffman

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. Tammy Kelly, Public Relations Liaison
Mrs. Rose Fritzinger, Director of Development
Mr. Ed Mendoza, Director of Student Services
Mr. Keith Madsen, Interim Director of Technology
Mrs. Lois Goeglein, Manager of Financial Services
Mrs. Natalie Drummond, Principal, Southwick Elementary School
Ms. Thelma Green, Principal, Prince Chapman Academy
Mrs. Teresa Gremaux, Principal, Paul Harding Junior High School
Mr. Jeff Kline, Principal, EACS Alternative School
Mr. Greg Mohler, Principal, New Haven High School
Mr. Keith Edmonds, Assistant Principal, New Haven High School
Ms. Patty Meadows, Assistant Principal, New Haven Middle School
Mrs. Cheri Gilbert, Athletic Director, Heritage Jr./Sr. High School
Mr. Ronald C. Crosby, President, East Allen Educators’ Association
Mrs. Terri Lortie, President, EACS Custodial Association
Ms. Janet McEvoy, President, EACS Transportation 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 February 18, 2014 was approved as presented, with addendums to 3.2 Meetings and Conferences, and the addition of 14-0218-4.9 – Plan for Make-Up Days.

1.4 Recognition

New Haven High School junior Breanna Doughman was recognized. Although wheelchair bound, Breanna became an honorary cheerleader last year. Breanna, who is usually seen with purple and gold Bulldogs spirit gear on her wheelchair at practice and around the school, has been surprising the girls with moves of her own - she has been standing up and taking assisted steps during practice and at school.

2.0 PUBLIC EXPRESSIONS – AGENDA ITEMS

<table>
<thead>
<tr>
<th>Name</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ron Crosby (EACS teacher and President of EAEA)</td>
<td>EAEA supports proposed make-up plan, ALICE protocol, and likes working with new Superintendent Dr. Folks.</td>
</tr>
</tbody>
</table>

SPECIAL PRESENTATION

Mr. Jeff Studebaker, EACS’ Safety Manager, along with Ms. Amy Skeens-Benton (Assistant Principal at Carmel High School), and Sergeant Phil Hobson (School Resource Officer at Carmel High School) presented the ALICE safety protocol. ALICE is an acronym that represents an alternative way of responding to a crisis situation. Instead of relying on a typical static lockdown procedure, people are encouraged to make decisions based on the specific crisis at hand. The five potential action steps in the ALICE concept are:

- **Alert** – Inform people that a crisis situation exists
- **Lockdown** – Lock doors and hide according to established procedures
- **Inform** – Give brief, specific, periodic updates about the crisis situation
- **Counter** – In an encounter with a perpetrator distract, delay or defend if necessary
- **Evacuate** – Get out of “harms way”.

They fielded questions from the audience at the end of the presentation.

Although this protocol won’t be formally adopted until the March 4th meeting, with formal training not to begin until April, Dr. Folks will have it communicated immediately to principals and staff that the ALICE protocol is the recommended course of action to be taken by our staff in the event of a lockdown.
3.0 **CONSENT ITEMS**

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

3.1 **Human Resources Report**
3.2 **Financial Reports**
3.3 **Meetings and Conferences and Addendum**
3.4 **Minutes – Regular Meeting – February 4, 2014**

**Motion:** That Consent Items 3.1 through 3.4 be approved as presented.

**Discussion:** None.

Motion: **Baker** Second: **Terry**

**Vote:**
3.1 through 3.4 - **Aye:** Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 6-0)

4.0 **ACTION ITEMS**

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

14-0218-4.1 **Application and Receipt of Funds for Secured School Safety Grant**
14-0218-4.2 **Heritage K-12 Project - Change Order #11 – Provide Additional Structural Steel to Support Brick Ledge Canopy**
14-0218-4.3 **Heritage K-12 Project - Change Order #12 – Delete Combination Locker Locks and Modify Six (6) Lockers to ADA Standards.**
14-0218-4.4 **Woodlan K-12 Project - Change Order #4 – Provide Three (3) Additional Horizontal Bars and Handrail System**
14-0218-4.5 **Woodlan K-12 Project - Change Order #5 – Modify Special Education Classroom**
14-0218-4.6 **Woodlan K-12 Project - Change Order #6 – Delete One (1) Wall Hydrant and Furnish/Install Pipe Enclosures**

**Motion:** That the Board of School Trustees approves Action Items 14-0218-4.1 through 14-0218-4.6 as presented.

**Discussion:** None.

Motion: **Hartman** Second: **Lightfoot**

**Vote:**
4.1 through 4.6 - **Aye:** Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 6-0)
DISCUSSION/ACTION ITEMS

14-0218-4.7 Employee Handbook

Motion: That the Board of School Trustees approves Action Item 14-0218-4.7 as presented.

Discussion: None.

Motion: Baker Second: Lightfoot

Vote: 4.7 - Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 6-0)

14-0218-4.8 Contract for New Haven Primary School Interim Principal

Motion: That the Board of School Trustees approves Action Item 14-0218-4.8 as presented.

Discussion: No discussion. Comments made.

Motion: Terry Second: Nelson

Vote: 4.8 - Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 6-0)

14-0218-4.9 Plan for Make-up Days

Motion: That the Board of School Trustees approves Action Item 14-0218-4.9 as presented.

Discussion: Mr. Nelson stated he would like 3-hour delays considered from this point forward. If the March plan goes smoothly several Board members would like to see the plan used again in April or May to possibly gain back one more day so that school doesn’t end on graduation day.

Motion: Terry Second: Lightfoot

Vote: 4.9 - Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 6-0)

5.0 INFORMATION/DISCUSSION ITEMS

INFORMATION ITEMS

5.1 Annual Facilities Report

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

5.2 Annual Review of Special Education Programs 2012-13SY Report

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

5.3 Proposed New Board Policy 1008 – Safe Environment
Dr. Folks provided information for the Board.

5.4 Ricoh Contract
Mrs. Goeglein provided information for the Board.

5.5 Update on Contract for Bloxx Internet and Global Proxy Filter
Mr. Madsen updated the Board on how our current internet vendor, Lightspeed, has worked diligently to fix the issues we are experiencing. Therefore, it is Mr. Madsen’s recommendation that we stay with Lightspeed and not pursue a contract with Bloxx Internet at this point in time.

6.0 PUBLIC EXPRESSIONS – NON-AGENDA ITEMS
None.

7.0 SUPERINTENDENT COMMENTS
Dr. Folks thanked the presenters for sharing the information and the Board for embracing the ALICE protocol.

Tomorrow Dr. Folks will be in Indianapolis all day with other Superintendents who are also members of the Upper Wabash Valley School Study Council for its Legislator Day. Senator Kruse and Representative will be guests as well as many other legislators from the region, including Governor Mike Pence and State School Superintendent Glenda Ritz.

8.0 BOARD COMMENTS

<table>
<thead>
<tr>
<th>Name</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Nelson</td>
<td>Thanked EAEA for working with Administration on make-up plan.</td>
</tr>
<tr>
<td>Chris Baker</td>
<td>Appreciated recognition of Breanna Doughman</td>
</tr>
<tr>
<td></td>
<td>Congratulations to: LEHS Wrestling Team – Sectional Champs;</td>
</tr>
<tr>
<td></td>
<td>NHHS Boy’s Varsity Basketball Team – NHC Conference Champs;</td>
</tr>
<tr>
<td></td>
<td>and NHHS Boy’s Bowling Team – Sectional Champs.</td>
</tr>
<tr>
<td>Bill Hartman</td>
<td>Media has done a great job advertising ALICE protocol; the Fort Wayne</td>
</tr>
<tr>
<td></td>
<td>Museum of Art sends a special thanks for the number of</td>
</tr>
<tr>
<td></td>
<td>entrants in their recent art contest.</td>
</tr>
<tr>
<td>Terry Jo Lightfoot</td>
<td>Thank you to Dr. Folks for all his communication to parents.</td>
</tr>
</tbody>
</table>

9.0 ADJOURNMENT
There being no further business to discuss, Mr. Nelson moved to adjourn the meeting. The motion was seconded, and it was unanimously approved. The meeting ended at approximately 8:15 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.

The next meeting of the Board of School Trustees is scheduled for Tuesday, March 4, 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 March 4, 2014.

EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES

_________________________________  ________________________________
President                                       Secretary
Action Items
ACTION AGENDA

March 4, 2014

NEW BOARD POLICY 1008 - SAFE ENVIRONMENT

Background:
EACS is committed to providing the safest possible environment for our students and staff when they are at school. To that end, we are implementing the ALICE lockdown procedure. ALICE is an acronym that represents an alternative way of responding to a crisis situation. Instead of relying on a typical static lockdown procedure, the ALICE concept encourages people to make decisions based on the specific crisis at hand. The five potential action steps in the ALICE concept are:

- Alert – Inform people that a crisis situation exists
- Lockdown – Lock doors & hide according to established procedures
- Inform – Give brief, specific, periodic updates about the crisis situation
- Counter – In an encounter with a perpetrator distract, delay or defend if necessary
- Evacuate – Get out of “harm’s way”

The Alice method will provide students and staff with options to greatly enhance their chance of survival in the event of an armed intruder. Training will emphasize that the best way to survive an active shooter is to escape. When that is not possible, being mentally prepared and having been given the authority and ability to act will save lives.

Recommendation:
That the Board of School Trustees approves the proposed new Board Policy 1008 - Safe Environment, as presented.

Kenneth H. Folks
Superintendent of Schools

Prepared: Kenneth H. Folks
Approved: 
Budget: 
Legal:
POLICY TITLE: SAFE ENVIRONMENT

The Board of School Trustees is committed to providing a safe environment in all the District's schools. In that endeavor, students, staff and administrators shall be empowered to make decisions that will allow them to survive in the event a violent intruder or any other crisis threatens to cause harm. Those in harm's way shall be allowed to make decisions that are best for them given the circumstances. No single response fits all crisis situations.

Training will be provided to students and staff to prepare individuals to recognize their response options and to empower them to react decisively. Response options include, but are not limited to, lockdown, evacuation, counter measures, or a combination thereof.

Policy Adopted
RICOH CONTRACT - MICROFILM TO DIGITAL IMAGE

Background:

Our microfilm reader is needing replaced. We researched replacing the film reader and other viable options. We found we could update to a more efficient digital document retrieval method using our existing Fortis software with the same or less cost. Converting our current microfilm, micro fiche and executable CD's to digital imaging would increase efficiency, create consistency in data storage format, provide better quality prints, use existing software, and be password protected on two levels. The contract with Ricoh-USA would be for services to convert our microfilm, fiche & CD's to digital image storage.

Recommendation:

That the Board of School Trustees approve the contract for services from Ricoh-USA to convert our current microfilm, micro fiche and CD data storage over to digital imaging storage.

Kenneth H. Folks
Superintendent of Schools

Prepared: Lois Goeglein
Approved: Kirby Stahly
Budget: 035-26400-43000-0007
Legal: __________________________
This Agreement is entered into the ___ day of ___ , 20___, by and between the East Allen County Schools and

Ricoh-USA  Daniel Dzuison
Name Address Social Security

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

1. Ricoh-USA will perform certain services for and on behalf of the East Allen County Schools. These services are described as conversion of old microfilm rolls to digital image capture and will be performed on the following dates: January-February 2014

Service fee charged at .06 per page plus $115 in indexing and hard drive delivery fee - estimated cost $9,115

2. In return for the services described above, the East Allen County Schools agrees to pay the person performing the services as follows: $10,000 maximum total. This rate is 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: 035 26400 430 007

EACS Employee Administering This Agreement: Lois Geoghegan, Mgr of Financial Services

PERSON OR FIRM PROVIDING SERVICES
Date of Signature 2/17/14

Signature

Title

EACS F1-15 E 5/06 (R)
MEMORANDUM OF AGREEMENT

between

RICOH USA, INC. and EAST ALLEN COUNTY SCHOOLS

This Memorandum of Agreement ("Agreement") is entered into this 10th day of February, 2014 by and between Ricoh USA, Inc. ("Ricoh") and East Allen County Schools ("Customer") for the performance of certain microfilm conversion services ("Services") as described below.

In consideration of the mutual promises set forth below and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Ricoh and Customer agree as follows:

1. Ricoh and Customer will perform the obligations and comply with the terms and conditions contained in that certain Statement of Work #8234729 ("SOW"), and that certain East Allen County Schools Agreement for Services dated January 21, 2014 (Account Number 035-26400-430-007) ("EACS Agreement"), final and complete copies of which are attached hereto and incorporated herein. The SOW and EACS Agreement, together with this Agreement, shall comprise one single and inseparable agreement.

2. In the event of any conflict or inconsistency between this Agreement, the SOW, and the EACS Agreement, the following order of precedence shall prevail: (1) this Agreement shall control, followed by (2) the SOW, followed by (3) the EACS Agreement.

3. This Agreement constitutes the final and complete understanding of the parties with respect to the subject matter hereof, and all prior understandings or agreements with respect thereto shall be of no further force or effect.

IN WITNESS WHEREOF, the parties acting through their duly appointed undersigned agents have accepted and agreed to the foregoing as of the date first written above:

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Ricoh USA, Inc.</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name:</td>
<td>---------------</td>
<td>---------</td>
</tr>
<tr>
<td>Title:</td>
<td>---------------</td>
<td>---------</td>
</tr>
</tbody>
</table>

Document Number: 77892

Version: 1
Statement of Work

For

East Allen County Schools

Project: Microfilm

Prepared on: 2/10/2014
By: Dan Dzurison, Account Manager
Ricoh USA, Inc. (Ricoh)
One Indiana Sq
Indianapolis, IN 46204
Office: 317-488-7000
Cell: 317-716-7272
Fax: 317-488-8515
E-mail: dan.dzurison@ricoh-usa.com

Submitted To:
Lois Goeglein
East Allen County Schools
1240 St. Rd. 930 E.
New Haven, IN 46774
Telephone: 260-446-0100
Fax: 260-446-0107
E-mail: lgoeglein@eacs.k12.in.us
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PROJECT SCHEDULE ............................................................................................... 2
DELIVERABLES .......................................................................................................... 3
PRICING TABLE ......................................................................................................... 4
PRICING & PAYMENT TERMS .................................................................................. 5
TERMS AND CONDITIONS ....................................................................................... 9
AUTHORIZATION TO COMMENCE WORK ............................................................... 10
PROCESSING INSTRUCTIONS ADDENDA ............................................................... 10
Project Requirements & Assumptions

Project Summary
Ricoh will convert microfilm rolls to electronic images with associated index data.
Ricoh will provide the services listed herein to East Allen County Schools. The pricing contained herein is valid for thirty (30) days from the date of this proposal.

Project Volume
Total Volume
East Allen County Schools will provide to Ricoh 60 microfilm to be converted.

File/Document Count
The population is estimated to be 150,000 pages.

Imaging Specifications & Assumptions

Document Imaging Location(s)
Rolls will be converted at Ricoh's processing center(s) located in Fremont, California. Rolls will not be imaged in other locations without client approval.

Imaging Instructions
Client specific imaging requirements will be followed pursuant to instructions documented in the Imaging Requirements Addendum.

Imaging
300 DPI, Black and White, Single Page, PDF

OCR Processing
OCR will be performed on all pages.
Document Indexing Requirements & Assumptions

Indexing/LDD Location
- Project will be managed by Ricoh. A Ricoh certified microfilm conversion business partner will perform digitization of the (roll microfilm, microfiche, or aperture cards
- Manual indexing will be performed onshore.

Project Schedule

Receipt of Media
- East Allen County Schools expects to release all documents or other media to Ricoh on 3/10/2014.

Production Timelines
- Production schedule will be established and agreed to by both parties under separate cover.

Deliverables

Delivery Media
- Hard Drive

Data and Image Retention
- After thirty (30) days from delivery of data and images, Ricoh is not responsible for maintaining any archival image or data information in connection with the delivery.

Box Label
- Ricoh may affix a tracking / control label to boxes.

Recipient(s) of Deliverables
- Lois Goeglein, 1240 St. Rd. 930 E. 260-446-0100
## Pricing Table

<table>
<thead>
<tr>
<th>Imaging Services</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Transportation (round trip)</td>
<td>$0 per trip</td>
</tr>
<tr>
<td>Imaging</td>
<td>$.04 per image</td>
</tr>
<tr>
<td>Index Capture – Document Level via manual key entry</td>
<td>$.25 per document</td>
</tr>
<tr>
<td>OCR Processing</td>
<td>$.02 per image</td>
</tr>
<tr>
<td>External Hard Drives</td>
<td>$100 each</td>
</tr>
</tbody>
</table>
Pricing & Payment Terms

Pricing is valid for thirty (30) days from the date of proposal. Each project is priced based on Ricoh’s understanding of the scope and volume of the requirements as presented herein. Changes in that understanding or in the underlying express and/or implicit assumptions related to it may require substantial changes in price and schedule. All changes will be made in writing and agreed to by all parties prior to commencement of billable work.

1. Ricoh’s services are offered based on the assumptions as defined herein. If the collection characteristics are substantially different from these assumptions, Ricoh reserves the right to re-price the services.

2. Delivery schedules are based on assumptions defined herein and substantial change in these assumptions may require delivery schedule changes.

3. Failure to provide Ricoh with a regular and consistent flow of materials may result in an increase in pricing and/or schedule delays.

4. Processing will be performed in accordance with the instructions set forth in this document and the addenda stated herein.

5. Pricing is offered as a comprehensive package of services. Ricoh reserves the right to re-price services if the client decides not to have Ricoh perform certain services that have been quoted.

6. Invoicing will be based on the actual number of units multiplied by its unit or hourly rate and totaled.

7. Invoicing will be issued throughout the duration of the project. Invoicing will include all billable work processed up to the date of the invoice, even if that work-product has not yet been delivered to East Allen County Schools.

8. Payment for Ricoh services will be made to Ricoh and are due within thirty (30) days from date of invoice.

9. In the event payment is not received within ten (10) days of its due date a late charge of one and a half percent (1.5%) per month of the overdue amount will be charged to East Allen County Schools.

10. East Allen County Schools has thirty (30) days from receipt of a delivery to identify accuracy or image file formatting issues. After this period, a service charge may be applied for corrections. This service charge accounts for reloading the data and/or images onto the system, reallocating staff, etc.
Terms and Conditions

The performance of the services described in this Statement of Work ("SOW") by Ricoh USA, Inc. ("Ricoh") for the client referenced on the cover page of this document ("Client") is subject to and shall be governed solely by the following terms and conditions. If this SOW is made pursuant to a Master Agreement ("MA"), the terms and conditions set forth in such MA are incorporated herein by reference and made a part of this SOW, and shall control in the event of any conflict.

1. Services. From time to time, Client may engage Ricoh to perform any of the services (the "Services") described in this SOW. Changes to the scope of the Services shall be made only in a written Change Order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide the Services at the Client location set forth herein or on a remote basis. In consideration of the Services set forth in this SOW, Client shall pay Ricoh the fees in the amounts and at the rates set forth herein. Ricoh may suspend or terminate such services for non-payment. Client acknowledges that Ricoh’s performance of any such Services is dependent upon Client’s timely and effective performance of its responsibilities as set forth in this SOW. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

2. Service Warranties. Ricoh warrants that the Services performed hereunder will be performed in a good and workmanlike manner, and Client’s exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh’s attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed.

3. Termination of Services. Upon thirty (30) days’ prior written notice, either party may terminate any of the Services specified this SOW. In the event Ricoh terminates any Services procured hereunder or this SOW, Ricoh shall reimburse Client for any prepaid fees related to Services not rendered prior to termination. Upon termination of this SOW by Client, Client shall be responsible for payment for all Services completed by Ricoh and accepted by Client through the effective date of termination.


4.1 Ricoh recognizes that it must perform the Services in a manner that protects any information of Client or its clients that Client has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Client Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Client Confidential Information on a confidential basis. Ricoh further agrees that it will not disclose any Client Confidential Information without Client’s prior written consent to any third party except to authorized representatives of Client or to employees or subcontractors of Ricoh who have a need to access such Client Confidential Information to perform the Services contemplated hereunder. Client Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, or (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Client. The terms of this SOW shall not be considered to be Client Confidential Information.

Client acknowledges and agrees that any information provided by Client to Ricoh pursuant to this SOW is not Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA") or "nonpublic personal information" as defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder ("Gramm-Leach-Bliley"). In the event any information is PHI as defined by HIPAA or "nonpublic personal information" as defined under Gramm-Leach-Bliley, Client shall specifically identify information as such to Ricoh in writing.

4.2 Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of Client owned or Client leased equipment, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services").
If desired, Client may engage Ricoh to perform such Data Management Services at its then-current rates. The selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, data information or documentation, as well as any loss of data resulting therefrom, shall be the sole responsibility of Client, and Client shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

4.3 Notwithstanding anything in this SOW to the contrary, Client is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is the Client's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Client's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

4.4 Unless specifically set forth in writing, Ricoh has no obligation to provide encryption related to the provision of Services.

5. Indemnification.

5.1 Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of $1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents.

5.2 Client shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying of materials provided by Client hereunder. Notwithstanding any other provision of this SOW, nothing in this SOW shall be construed to give Ricoh any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. Client warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this SOW.

5.3 Without intending to create any limitation relating to the survival of any other provisions of this SOW, Ricoh and Client agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

6. Limitations. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREFIN, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS SOW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CLIENT OR A THIRD PARTY FOR ANY DAMAGES (1) RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW OR (2) RELATED TO THE LOSS, DAMAGE OR DESTRUCTION OF ANY NEGOTIABLE INSTRUMENTS PROVIDED BY THE CLIENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH
SERVICES. Ricoh shall be excused from any delay or failure in performance of the Services under this SOW for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CLIENT OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS SOW, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS SOW DURING THE SIX-MONTH PERIOD PREcedING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Assignment. Neither party shall assign or in any way dispose of all or any part of its rights or obligations under this SOW without the prior written consent of the other, which shall not be unreasonably withheld.

8. Force Majeure. Ricoh may, without liability, delay performance or cancel this SOW or any Services hereunder on account of force majeure or other circumstances beyond its control including, but not limited to, acts of God, actual or threatened war, armed conflict, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications; electrical or source of supply failure.

9. Default. In addition to any other rights or remedies which either party may have under this SOW or at law or equity, either party shall have the right to cancel the Services provided under this SOW immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this SOW when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this SOW, and such failure or breach shall continue unremedied for a period of ten (10) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. If Ricoh cancels this SOW under this Section, Client shall pay any reasonable costs and expenses (including attorneys' fees and expenses) incurred by Ricoh to collect any amounts owed by Client hereunder.

10. Intellectual Property. Intellectual property rights arising from the Services (but not the data, materials or content provided by Client) shall remain the property of Ricoh, and nothing contained in any Statement of Work shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Statement of Work or that may be independently developed by Ricoh outside the scope of the Statement of Work and without use of any confidential or otherwise restricted material or information hereunder. Client shall not use any services provided pursuant to a Statement of Work for any unlawful purpose.


11.1 Notwithstanding any other provision of this SOW, Client shall at all times remain solely responsible for complying with all applicable laws and regulations relating to export and re-export control (collectively, “Export Laws”) and for obtaining any applicable authorization or license under the Export Laws. Client acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage third party Subcontractors, both foreign and domestic, to perform any portion of the Services on Ricoh’s behalf. Client represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or tool for which any authorization or license is required under any Export Law. Client shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys’ fees) for any actual or alleged violation of any Export Laws arising from the performance of Services under this SOW.

11.2 Notwithstanding any other provision of this Agreement, Client shall at all times remain solely responsible for complying with all applicable Data Protection Directives, as hereafter defined, and for obtaining any applicable authorization or license under the Data Protection Directives. Client represents and warrants to Ricoh that it, its
employees and agents shall not provide Ricoch with any document, technology, software or item for which any authorization or license or any other consent, approval or authorization is required under any Data Protection Directives ("Protected Information"). In the event Client intends to provide Ricoch with any Protected Information, Client shall identify such document, technology, software or item as Protected Information. Client shall further indemnify, defend and hold harmless Ricoch and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation relating to export and re-export control of protected information under the EU Data Protection Directives (collectively, "Data Protection Directives") arising from the performance of Services under this Agreement.

12. Non-Solicitation. During the term of this SOW and for a period of one (1) year following the expiration or termination of this Agreement for any reason, Client shall not (i) offer to employ, or otherwise hire or engage any employee of Ricoch to whom it was introduced in connection with the transactions contemplated by this SOW, (ii) attempt to directly or indirectly induce or solicit any employee of Ricoch to whom it was introduced in connection with the transactions contemplated by this SOW to terminate his or her employment with Ricoch, or (iii) solicit or enter into any service engagement with any Ricoch client or client prospect to whom it was introduced or referred in connection with the transactions contemplated by this SOW. Money damages are not an adequate remedy for a breach by Client of this Section, and, therefore, in addition to any other legal or equitable remedies available to it, Ricoch shall be entitled to obtain an injunction against such breach. The obligations set forth in this Section shall survive the termination or expiration of this SOW.

13. Governing Law. This SOW and any Services procured hereunder shall be governed by the laws of the Commonwealth of Pennsylvania both as to interpretation and performance, without regard to its choice of law requirements. All other ordering documents shall be governed by the law of the jurisdiction in which the Services are being performed. This SOW may be executed in two or more counterparts, each of which shall be deemed to be an original.

14. Miscellaneous. The parties agree that the terms and conditions contained in this SOW make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Client acknowledges and agrees that Ricoch does not undertake any conflict check procedure, whether formal or informal, to determine if Ricoch is performing services for an adverse party to Client. Furthermore, given the nature and the scope of Services provided hereunder, Ricoch has determined that a conflict check, whether formal or informal, is not necessary. Ricoch shall be permitted to conduct business in the normal course and engage customers even if the same is, in the reasonable judgment of the Client, adverse to the specific Services being performed for or on behalf of the Client. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this SOW or any document to procure Services hereunder must be in writing and signed by both parties. The delay or failure of either party to enforce at any time any of the provisions of this SOW shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce all and every provision of this SOW. If any provision of this SOW is held to be invalid or unenforceable, this SOW shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. If more than one affiliate, subsidiary, client, or law firm of Client has signed this SOW, each such Client agrees that its liability is joint and several. If Client has signed this SOW on behalf of any of its subsidiaries or affiliates, or for the benefit of any third party, client or otherwise, Client shall remain liable for the obligations hereunder.
Ricoh and Client acknowledge that the services and prices that are offered to Client herein are based on the assumptions contained within this response, and assumptions to be identified by Ricoh during its more detailed evaluation and scope assessment following the engagement contemplated hereunder. All production processing will be executed pursuant to the imaging and coding instructions and instructions contained in this document and in its addenda herein. If Ricoh determines during the production processing of Client’s document collection that the collection deviates from assumptions, Ricoh reserves the right to adjust unit price for the impacted service (effective as of the earliest date that such deviation occurred), and Client agrees to pay Ricoh in accordance with Ricoh’s standard terms and conditions for such services. Ricoh will notify Client of its determination of any deviation from the assumptions contained within this response.

Authorization to Commence Work

East Allen County Schools hereby authorizes Ricoh to proceed with services described and specified in the foregoing Statement of Work for Ricoh Services, and agrees to the terms and conditions as specified herein.

RICOH USA, INC. REVIEW SIGNATURE

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

East Allen County Schools

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

RICOH USA, INC.

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

This document contains information of a proprietary and/or confidential nature, including pricing and procedural data of Ricoh USA, Inc. ("Ricoh") that is to be used only for the purpose of assessing the proposed services to be performed by Ricoh. No other use or duplication of information contained herein is permitted without the express written consent of Ricoh. © 2012 Ricoh USA, Inc.
Processing Instruction Addenda

Imaging Grade Addendum

Document Preparation

Client Prep:
Client will perform 100% of the prep. All barriers removed all pages loose. All barcode sheets, patch sheets and document coding sheets are inserted by Client.

Light Prep:
75% of the pages within document population are loose. 25% of the population has staples, clips or other barriers. Loose documents are within large rubber-banded sections. Documents are 8 1/2 by 11” or 8 1/2 by 14” (Legal Size). Ricoh will insert standard barcode and document coding sheets as needed.

Heavy Prep:
More than 25% of the population has staples, clips, post it notes or other barriers. Prep also includes mixed paper sizes that require more handling and organizing and any projects marked "copy tagged pages only." Originals may need special handling with the possibility that photocopying prior to scanning will be needed (if applicable, copy price will be separate). Ricoh will insert standard barcode and document coding sheets as needed.

Quality Control

Standard QC:
All images are reviewed by the scanning specialist, not as a separate process.

Sample QC:
All images are reviewed during the scanning process. Additional page checking of images to original will be performed through a defined sampling per box.

Full Page to Page QC:
All images are reviewed during the scanning process. Each image is also reviewed against its original page for page for quality by a QC Specialist.

Reassembly

No Reassembly:
All documents will remain loose. No removal of barcode and document coding sheets necessary.

Light Reassembly:
Re-Assembly includes putting pages into folders without any staples or clips or any other type of barrier. Ricoh will not remove barcode and/or document coding sheets.

Heavy Reassembly:
Re-Assemble documents as original. All staples, clips or other barriers replaced as original. Ricoh will not remove barcode and/or document coding sheets.
Discussion/
Action Items
ACTION AGENDA

March 4, 2014

Board Agenda Item 14-0304-4.3

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CONTRACT WITH ALICE TRAINING INSTITUTE

**Background:**

With the Board of School Trustees’ approval of the implementation of the ALICE protocol, the district will contract with ALICE Training Institute for the training of twenty-six (26) initial EACS employees. Once properly trained in the ALICE protocol, these EACS employees will train additional EACS teachers and staff.

**Recommendation:**

That the Board of School Trustees approve the contract with ALICE Training Institute.

Kenneth H. Folks
Superintendent of Schools

Prepared: _______________________
Approved: ______________________
Budget: ________________________
Legal: _________________________
COVER SHEET – TRAINING SERVICES AGREEMENT

This Training Services Agreement includes this Cover Sheet and the Standard Terms & Conditions attached hereto (the “Agreement”) entered into date of the later signature below by and between ALICE Training Institute, LLC (“ATI”), with its principle place of business at 3613 Reserve Commons, Medina, OH 44256 and the entity describe immediately below (the “Client”).

Client Name | East Allen County Schools

You agree to the following:

<table>
<thead>
<tr>
<th>Training Course</th>
<th>2-Day ALICE Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested Date(s)</td>
<td>TBD</td>
</tr>
<tr>
<td>Building Name</td>
<td>Administrative Building</td>
</tr>
<tr>
<td>Address</td>
<td>1240 State Road 930 East, New Haven IN 46774</td>
</tr>
<tr>
<td>Price</td>
<td>$12,000 plus travel (not to exceed $500)</td>
</tr>
<tr>
<td>Max. Attendees</td>
<td>100</td>
</tr>
<tr>
<td>Payment Terms</td>
<td>50% due before training and 50% due net 15 upon completion</td>
</tr>
</tbody>
</table>

Due to increased demand for training, including (peak) school in-service days, Requested Training Dates are not guaranteed unless this Agreement is countersigned by ATI and returned to You. Requested Training Dates will be awarded on a first come, first serve basis. Training Dates are subject to availability.

We have developed a detailed training program in the field of school and workplace violent intruder safety and defense strategies known as ALICE Training Program (“ALICE”) which stands for Alert, Lockdown, Inform, Counter, and Evacuate.

Subject to the terms of this Agreement, You agree to retain Us and We agree to render services as the trainer of the proprietary and trademarked ALICE and/or RAIDER educational programs. Certain terms not defined on this Cover Sheet shall have the meaning set forth in the Standard Terms & Conditions.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

East Allen County Schools  
1240 State Road 930 East  
New Haven, IN 46774  

ALICE Training Institute, LLC  

By: ___________________________  
Name: ___________________________  
Title: ___________________________  
Date: ___________________________  

(Original Signed in Blue Ink)  

Return via fax at (330) 661.0111 or scan & email to nfeyerchak@AliceTraining.com  

Page 1 of 3  
Training Services Agreement – Revision 11.21.2013
STANDARD TERMS & CONDITIONS – TRAINING SERVICES AGREEMENT

0. Standard Definitions

0.1 **ALICE.** Means the violent intruder response program that includes Alert, Lockdown, Inform, Counter, and evacuate strategies.

0.2 **Marks.** Means Our trademarks, service marks, logo and certification mark.

0.3 **Program:** Means ALICE and RAIDER collectively or individually.

0.4 **RAIDER.** Means the solo officer tactical training program that includes Rapid Deployment, Awareness, Intervention, Decisiveness, EMS, and Recovery strategies.

0.5 **Services.** Means the instruction and teaching of the Program using the ATI approved curricula and training models.

0.6 **We, Us, or Our.** Means the Alice Training Institute.

0.7 **You or Your.** Means You as an individual or the legal entity for which You are accepting this Agreement.

1. Obligation of ATI

1.1 **Training.** We shall carry out the Services at the time and place set out in the Cover Sheet unless otherwise agreed in writing.

1.2 **Quality.** We warrant that the Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.

1.3 **Additional Services.** If you commission any services over and above those Services specified on the Cover Sheet, We shall provide a price estimate of such extra work and will finalize a price proposal for the further work which You must agree to in writing and in advance before these are added as Services under this Agreement.

1.4 **Subcontractors.** We may, in Our reasonable discretion, use third party contractors who are certified ALICE trainers to perform any of Our obligations hereunder.

2. Obligation of Client

2.1 **Terms & Conditions.** No terms or conditions endorsed on a Client’s order, specification, or similar document will form part of the contract between the parties. By placing an order for Services, the Client acknowledges the applicability of this Agreement.

2.2 **Cancellation.** You agree that the cancellation of Services less than fourteen (14) days in advance of the Service Date(s) will result in a cancelation fee of $1,500 and invoiced immediately since we cannot reasonably replace such training opportunity. Services cancelled fourteen (14) days (or more) in advanced will be rescheduled without penalty at a time that is mutually acceptable to both parties.

2.3 **Designation of Liaison.** You shall designate an individual who shall be Our main point of contact within Your organization (the “Liaison”). The Liaison will be responsible to consult with Us on any details related to the delivery of Services including location and audio-visual requirements.

2.4 **Location.** You agree to provide a class room type location with audio-visual capabilities (computer compatible projector) that has sufficient size to handle all participants, and a location to conduct practical hands-on scenarios.

2.5 **Waiver.** Some Services may include practical hands-on training scenarios to demonstrate key Program concepts and may include the use of airsoft (or similar) equipment. You agree that only those participants who sign the ATI Training Waiver, can participate in that portion of the Services. Additionally, participants may choose to be involved only up to their individual level of comfort.

2.6 **Payment for Services.** You shall pay all fees set forth on the Order Form identified on the Cover Sheet in US Dollars (“Fees”). If any Fees are not received from You by the due date, then such Fees may accrue late interest at the maximum rate permitted by law from the date such payment was due until the date paid.

2.7 **Taxes.** Our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). You are responsible for paying all Taxes associated with this Agreement and agree to indemnify and hold Us harmless from any liability for such charges, penalties or interest in connection therewith.

2.8 **Reports.** Upon conclusion of each Contracted Class Date, You shall provide the following reports to ATI: the attendance sign-in sheet; and all class evaluation forms collected from the attendees (the “Reports”).
2.9 **Suggestions for Improvement.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You and the students, relating to the operation or content of the Services.

3. **Ownership and Use Marks**

3.1 **Ownership of Program.** You acknowledge that the Program, and know-how relating thereto, and the educational manuals, brochures, training programs, processes, and information contained or embodied therein (including all intellectual property related thereto) (collectively “ATI Intellectual Property”) constitute valuable, confidential and proprietary property rights of ATI. ATI is and shall remain the sole owner of the ATI Intellectual Property. You further acknowledge that Your use of the Program under this Agreement shall not operate to modify or abridge such rights of ATI in the Program or create any right of Consultant in the Program.

3.2 **Ownership and Use of Marks.** Nothing in this Agreement shall constitute a transfer, license, or assignment of any Marks or other intellectual property right of either party.

4. **Limitation of Warranties and Liability**

4.1 **Hold Harmless.** To the extent permissible by law, each party will hold the other harmless and indemnify the other from any loss, damage, claim, suit, or action, including attorney’s fees and cost, arising out of the each party’s performance of the services rendered under this Agreement.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES, ADDITIONAL EMPLOYEE HOURS, LOSS OF ANTICIPATED SAVINGS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU AGREE THAT THE ALICE SYSTEM IS PROVIDED ON AN “AS IS” BASIS. WE DO NOT REPRESENT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY CLAIM FOR INJURIES OR DAMAGES RELATED TO THE USE OF THE SERVICES.
ACTION AGENDA

March 4, 2014

Board Agenda Item 14-0304-4.4

__________________________________________________________________________

CONTRACT WITH DR. JULIE STECK
FOR STUDENT EVALUATION AND STAFF CONSULTATION

Background:

East Allen County Schools is seeking to contract with Dr. Julie Steck, Ph.D., HSPP, a psychologist with Children’s Resource Group, Indianapolis, Indiana, to assist in the evaluation and placement of a student with particularly challenging behaviors. She specializes in the evaluation and management of children, adolescents, and young adults with developmental, learning, and emotional difficulties, with primary areas of experience and interest in Autism Spectrum Disorders, learning disorders including Dyslexia and Nonverbal Learning Disorders, complex medical, neurological and developmental disorders, behavioral and mood regulation disorders in young children and ADHD.

Recommendation:

That the EACS Board of School Trustees approves the contract with Dr. Julie Steck for conducting student evaluation and staff consultation.

Kenneth H. Folks
Superintendent of Schools

Prepared: Connie Brown

Approved: Dr. Kenneth Folks

Budget: 010-21810-311-012

Legal: ______________________________
EAST ALLEN COUNTY SCHOOLS
1240 State Rd. 930 East, New Haven, Indiana 46774

AGREEMENT

This Agreement is entered into this 4th day of March, 2014, by and between the East Allen County Schools and

Julie Steck, PhD, HSPP, Children's Resource Group, 9106 North Meridian St, Suite 100, Indianapolis, IN 46260

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

1. Dr. Julie Steck will perform certain services for and on behalf of the East Allen County Schools. These services are described as conduct a student reevaluation with follow-up consult for EACS staff and will be performed on the following dates: March 2014 - 2-4 days to be determined

2. In return for the services described above, the East Allen County Schools agrees to pay the person performing the services as follows: $2400.00 per day This rate is not subject to any other contract between the two parties.

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

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

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

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

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


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

EAST ALLEN COUNTY SCHOOLS

Date of Signature

______________________________

Chief Financial Officer

______________________________

Superintendent

PERSON OR FIRM PROVIDING SERVICES

Date of Signature

______________________________

Signature

______________________________

Title

Account Number: 010 - 21810 - 311 - 012

EACS Employee Administering This Agreement: Connie J. Brown

EACS Fi-15 E
5/06 (R)
RESOLUTION REGARDING BUSINESS PERSONAL PROPERTY TAX

Background:

The State of Indiana is considering the elimination of Business Personal Property Taxes. The net taxes on business personal property were $1.022 Billion for the entire State of Indiana in 2013. This reduction would cause a tax shift of about $375 Million to real property owners and circuit breaker losses would increase by about $554 Million. The Legislative Services Agency [LSA] estimated that the elimination of business personal property taxes would increase the estimated loss for EACS in 2015 by $624,402, if there is no replacement for this loss.

Recommendation:

That the Board of School Trustees approves the Business Personal Property Tax Resolution.

Prepared: Kirby Stahly

Approved: Kirby Stahly

Budget:

Legal:

Kenneth H. Folks
Superintendent of Schools
EAST ALLEN COUNTY SCHOOLS
BUSINESS PERSONAL PROPERTY TAX RESOLUTION

WHEREAS, Governor Mike Pence has proposed eliminating the Business Personal Property Tax as the top priority of his 2014 legislative agenda; and

WHEREAS, the Indiana House and Senate have both proposed legislation that we foresee as the first steps towards complete elimination of Indiana’s Business Personal Property Tax; and

WHEREAS, one option currently being debated is to allow county income tax councils (COIT Councils) to eliminate the Business Personal Property Tax, which will leave many local entities without a voice and pit counties against one another, eroding the regional approach to economic development that has been championed in Indiana in recent years; and

WHEREAS, another option currently under consideration is to eliminate the Business Personal Property Tax for businesses whose personal property assessed value is $25,000 or below, which could impede the growth of small businesses who want to remain below the cap; and

WHEREAS, eliminating Business Personal Property from the assessed valuation will cause a shift to real property tax for any properties below the circuit breaker and could lead to increased personal income taxes; and

WHEREAS, Indiana consistently ranks in the top ten of states with attractive business tax climate, yet a community’s quality of life is an increasingly a greater influencer of business relocation and growth decisions; and

WHEREAS, the East Allen County Schools located in Allen County would lose an estimated $1,201,633 in tax revenues;

WHEREAS, none of the proposals being considered by the Governor or Indiana General Assembly contemplate any replacement revenues for those revenues they are eliminating via the full or partial elimination of the Business Personal Property Tax; and

WHEREAS, due to the approximate $800 million in annual losses to local governmental units associated with constitutional property tax caps, not even the smallest amount of revenue loss to cities, towns, counties, schools or other local units can be supported without corresponding replacement revenues;

NOW THEREFORE, be it resolved by the Board of School Trustees for East Allen County Schools that they oppose any proposal to eliminate all or any portion of the Business Personal Property Tax without a corresponding replacement revenue stream implemented by the State of Indiana.

Approved by the Board of School Trustees on March 18, 2014.

__________________________
School Board President

__________________________
School Board Secretary
Information

Items
1. A report of East Allen County Schools Safety program and individual building readiness is due 60 days from the beginning of the school year. The reviews and safety planning at the building level in EACS are reported to the Safety Manager and consist of the following:
   a. Crisis team update - due first Monday in September
   b. Quick Reference Sheet update – due first Monday in September
   c. Building Safety Checklist (ACSSC) - due second Monday in September
   d. Building Crisis Plan update - due third Monday in September

Superintendents must certify that all schools have reviewed their safety plans and revised them as needed. The Safe Schools and Emergency Preparedness Planning Certification form was signed by Dr Folks on October 7, 2013. It was faxed to the Indiana Department of Education on October 8, 2014.

2. Drills and Safety Exercises
   a. Daily building checks are made by building administrators and custodians; door checks, visual scan for anything out of place or in need of repair
   b. Crisis Code Drills – two manmade and two natural disaster per year; EACS schools are in compliance with these drills as well as the required monthly fire drills
   c. ALICE “Train the Trainers” is tentatively scheduled for April 7 and 8, 2014 with the goal of implementing the protocol at the beginning of the 2014-15 school year.

3. Crime prevention Through Environmental Design (CPTED) – A CPTED review was conducted for all EACS buildings during the fall of 2013 by Safety manager Jeff Studebaker and Captain Brad Kohrman of the Allen County police. Common concerns were 1). Redesigning the front entrances so all visitors are directed into the office area to sign in before entering the school. (Only Choice Alternative School is designed adequately) 2). Adding key card access capabilities to at least one door in all buildings. (10 buildings do not have key card access.) 3). Treat all entrance doors/areas with “Shatter Guard” window protection film. (All buildings lack this security feature). Other CPTED concerns vary depending on specific buildings.

4. Threat, Bullying, Harassment Assessments – 23 reports of bullying, 26 reports of suicide ideation, 11 threats of harm (9@ grade 3-6 and 2@ Grade 8)

5. Arrest and Civil Rights violations Data Collection – As incidents occur, building administrators shall file arrest reports. 2013-14. 108 student arrests were made on EACS property during the 2012-13 school year. (Largest categories were 40% for battery and disorderly conduct, 20% drug related and 10% theft/criminal conversions) 77 arrests were made during the 2011-12 school year

6. Indiana School Safety Specialist Academy certification process. EACS currently has 15 certified School Safety Specialists. After April 24, 2014 an additional five specialists will be added to the list as they complete their training art the Indiana department of Education - Indiana School Safety Specialist Academy. During the 2014-15 school year and additional five specialists are slated to attend the IDOE - Indiana School Safety Specialist Academy.

7. Allen County School Safety Commission involvement. Jeff Studebaker, EACS Safety Manager represents EACS as a co-chair of the ACSSC. He has been active with the commission since 2005.

8. School Resource Officer/Security Program
   a. NHHS – Officer Darren Peterson
   b. PHMS – ACPD Reserve Tom Miller
   c. Heritage, Woodlan, Leo attendance areas – ACPD Brandi Leininger (Began officially 2-24-14)
DIGITAL COPIERS/PRINTER SERVICE CONTRACT RFP

Background:
EACS' current agreement with Advanced Imaging Solutions will end 07/31/14. This agreement provides our copier equipment in all buildings as well as maintenance of the equipment and toner supplies. In January the Board approved contracting with Steve Musser of Priority Engineering to determine EACS' needs at each site, prepare Request for Proposals (RFP) documents with equipment specifications, and awarding a new agreement for these services. We are now ready to send out RFPs for a new multi-year agreement for digital copier/printer and supplies services for the district. The proposals are due back from the vendors 03/28/14.

Recommendation:

Kenneth H. Folks
Superintendent of Schools

Prepared: Lois Goeglein
Approved: ________________________________
Budget: _________________________________
Legal: IC 5-22-9-1
Request for Proposal

East Allen County Schools

Solicitation for:

Digital Copiers/Printers

East Allen County Schools (EACS) is requesting proposals for the lease of digital copiers/printers. It is the intent of EACS to solicit responses to this Request for Proposal (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document.

SECTION ONE
GENERAL INFORMATION

Section 1.1 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Assistant Superintendent no later than 10 a.m. Local Time on Friday, March 28, 2014. Each respondent must submit three copies of their proposal, including other related documentation as required in the RFP. All proposals must be addressed to:

East Allen County Schools
Kirby Stahly Asst Supt.
1240 St Rd 930 E.
New Haven, IN. 46774

All proposal packages must be clearly marked with the words “RFP – Digital Copiers, March 28, 2014”. Any proposal received by the Assistant Superintendent’s office after the due date and time will not be considered. Any late proposals will be returned, unopened, to the respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

Section 1.2 MODIFICATIONS OR WITHDRAWAL OF OFFERS

Responses to the RFP may be modified or withdrawn in writing or by fax notice received prior to the exact hour and date specified for receipt of proposals. The respondent’s authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.
Section 1.3  TYPE AND TERM OF CONTRACT EXPECTED

East Allen County Schools intends to sign a lease agreement with one respondent to provide the complete set of products and services listed in the RFP. EACS expects the term of the lease agreement to be as stated in Section 3.2 of this RFP.

Section 1.4  CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, I.C. 5-14-3 et seq., and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors.

Section 1.5  PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 90 days after the due date for proposals.

Section 1.6  TAXES

East Allen County Schools is exempt from federal, state and local taxes. EACS will not be responsible for any taxes levied on the respondent for leased equipment as a result of the contract resulting from the RFP.

Section 1.7  AWARDING OF CONTRACT

Awarding of contract for leased copiers/printers will be to the most responsible and responsive vendor providing overall best value for EACS. EACS reserves the right to reject any and all proposals received or to award a contract on the basis of the initial proposals. EACS reserves the right to conduct discussions, either oral or written, with those respondents determined by EACS to be reasonably viable to being selected for award. It is EACS intention to select the best vendor from whom EACS deems to be providing the best solution for the School district. The award of this contract will not necessarily be made on the lowest price. However price does weigh heavily in the decision making of this award.

Section 1.8  REPLACEMENT OF MACHINES

In the event EACS determines a machine is requiring excessive service and experiencing undo down time, EACS has the right to request a replacement of that particular machine by the vendor at no additional cost.

Section 1.9  CERTIFICATES OF INSURANCE

During the term of the contract entered into by EACS and the Successful Vendor, the vendor shall purchase and maintain any insurance required by the contract. The Successful Vendor shall furnish acceptable certificates of insurance to EACS before award of a contract and prior to commencement of any contract work. The successful
Vendor shall indemnify and hold harmless EACS for any claims, liability, or damages that EACS may incur due to the Successful Vendor’s failure to purchase or maintain any required insurance.

The Successful Vendor shall maintain insurance of the types and in the amounts described below:

Workers’ Compensation and Employer Liability Insurance
Vendor shall maintain worker’s compensation coverage as required by law.

Commercial General Liability Insurance
Vendor shall maintain commercial general liability (CGL) with a limit of not less than $50,000, each occurrence, and $2,000,000 in the annual aggregate.
Such insurance shall cover liability arising out of the use of any auto (including owned, hired and non-owned autos).

Property damage in the amount of $50,000.
Automobile and truck insurance in an amount not less than $300,000 on account of any one accident, and property damage amount no less than $50,000.

Prior to the beginning of the Service, etc., to be performed, a certificate of insurance shall be furnished to EACS showing the insurance coverage’s required above. The Contractor shall assume full responsibility for loss of life and property, injuries to persons, including all employees of the Contractor or Subcontractors.

Section 1.10 EXPECTED TIMELINE OF RFP

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal submission date</td>
<td>March 28th, 2014</td>
</tr>
<tr>
<td>Possible on-site evaluation</td>
<td>April 15th, 2014</td>
</tr>
<tr>
<td>Award of Contract to Successful Respondent</td>
<td>May 20th, 2014</td>
</tr>
<tr>
<td>Copier/Printers placed on or about (Start)</td>
<td>June 10th, 2014</td>
</tr>
<tr>
<td>Copier/Printers delivery completed by</td>
<td>June 30th, 2014</td>
</tr>
<tr>
<td>Network Connection starts by Vendor</td>
<td>July 1st, 2014</td>
</tr>
<tr>
<td>Network Connection completed by Vendor</td>
<td>July 30th, 2014</td>
</tr>
</tbody>
</table>
SECTION TWO
PROPOSAL PROCEDURES

Section 2.1 INQUIRIES ABOUT THE RFP

All inquiries and requests for information affecting this RFP must be directed to either Kirby Stahly or Lois Googlein at:

East Allen County Schools
1240 St Rd. 930 E
New Haven, IN. 46774
Phone 260-446-0100
Fax 260-446-0107

Section 2.2 PROPOSAL SUBMISSION

The Office of the Assistant Superintendent must receive three copies of each proposal on or before the due date and time for proposals are specified March 28th, 2014. Unnecessary elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired.

Section 2.3 REFERENCE SITE VISITS

EACS may request a site visit to a respondent’s working support center to aid in the evaluation of the respondent’s proposal.

Section 2.4 EQUIPMENT EVALUATION

EACS may request a Two week testing period of vendor’s proposed equipment before awarding the contract. This could be an on site placement of equipment for testing and/or observation of the same equipment at nearby school district. During this time period the Ease of use and the Reliability of the machine would be the main two (2) areas being tested and evaluated.

Section 2.5 PERFORMANCE BOND

A performance bond in the amount of $50,000 will be required to guarantee the performance of the selected respondent. The performance bond shall be included with any proposal received by EACS and shall be made payable to “East Allen County Schools” and must be in the form of a certified check, cashier’s check, or a surety bond acquired from a surety company.

Respondents wishing the return of a performance bond shall attach a self-address stamped envelope. The performance bond will be returned as soon as possible after the award or upon successful completion of the contract. Bonds not claimed may be destroyed upon successful completion of the contract.
Section 2.6 NON-COLLUSION AFFIDAVIT

Respondents shall be required to submit a fully executed non-collusion affidavit in order for their proposal to be considered. Form attached to RFP.

Section 2.7 E-Verify Affidavit and Non-Iranian Investment Affidavit
SECTION THREE
REQUESTED PRODUCTS/SERVICES

Section 3.1 PURPOSE

It is the intent of EACS to secure all of the needed digital copiers/printers through contracts resulting from this proposal. All components with requested configurations will be newly manufactured systems according to Buyers Lab. Refurbished or remanufactured products are not acceptable.

Section 3.2 LENGTH OF CONTRACT

The term of the lease for the equipment and services provided will be five (5) years beginning on or about June 1st, 2014. At the conclusion of the contract, the removal of the leased equipment will be the responsibility of the successful respondent at no additional cost to EACS. Respondent will also be responsible to see that the removal of equipment will have no adverse effect on EACS network and that all hard drives on the computers have been either erased or removed and returned to EACS. EACS will also consider other contract term length(s) such as 48 or 36 months.

Section 3.3 PRICING

EACS requires the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 90 days from the proposal due date. All respondents should expect their offered prices to remain in effect throughout the five-year contract term.

Section 3.4 INVOICING

EACS is requesting first invoice for equipment rental to be August 1st for the ensuing month and monthly invoicing thereafter. Invoice due dates will allow for a 30 day payment window.
SECTION FOUR
PROPOSAL PREPARATION INSTRUCTIONS

Section 4.1  GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All respondents are required to format their proposals in a manner consistent with the guidelines described below:

➢ Each item must be addressed in the respondent’s proposal or the proposal may be rejected.
➢ The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.

Section 4.2  TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as “optional.”

4.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the respondent’s ability to supply the requested products and services that meet the specifications defined in Appendix A of this RFP. The letter must also contain a statement indicating the respondent’s willingness to comply with the terms and conditions set forth in this RFP.

4.2.2 Summary of Ability to Meet Timeline

A summary explaining the respondent’s ability to meet the timeline set forth in Section 1.9.1 of this RFP. (An Implementation schedule)

4.2.3 Summary of Charges

A summary of the pricing and estimated annual charges must be included in the transmittal letter.

4.2.4 Signature of Authorized Representative

A person authorized to commit the respondent to its representations must sign the transmittal letter.
4.2.5 Other Information Any Alternates to specified equipment shall be noted

4.2.6 This item is optional. Any other information the respondent may wish to briefly summarize will be acceptable.

Section 4.3 BUSINESS PROPOSAL

4.3.1 General

This section of the business proposal may be used to introduce or summarize any information the respondent deems relevant or important to EACS successful acquisition of the products and services requested in this RFP.

4.3.2 Respondent Company Contacts

The respondent must list the key personnel in their organization who will be the contact(s) should they be awarded a contract. EACS would prefer no more than three contacts for this contract. One individual contact for each of the three following areas: Equipment, Service and Lease.

Respondent is to provide an escalation listing of contacts in the case that the main contact is not available or if a situation arises that may require communication with vendor personnel other than the main contact.

4.3.3 Facilities and Resources

The respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this account. Each local supporting technical person should be factory trained (certified) on the equipment being proposed along with a list of their job titles and a copy of their current driver's license.

4.3.4 References

Respondent should include a list of at least five current public education clients for whom the respondent has provided products and services that are the same or similar to the products and services requested in this RFP. A local School Corporation(s) within the Region 8 quadrant for whom the respondent has a current contract for these products and services should be included. Vendors whom do not have a minimum of 5 current educational clients and/or (1) in the Region 8 Area must understand that this will weigh heavily in consideration of gaining the EACS contract. Information provided should include the name, address, and telephone number of the client facility and the name, title, and telephone/fax numbers of a person
who could be contacted for further information. It is EACS desire to business with a vendor who has shown that they can service other educational clients with similar challenges and scope of business as EACS in the Region 8 district.

4.3.5 Bonds

This section will indicate the respondent's inclusion of the ability to procure the mandatory performance. See Section 2.4 for details regarding performance bonds.

4.3.6 Subcontractors

The respondent must list any subcontractors they propose to use in providing the required products and services. The subcontractor's responsibility under this proposal in no way relieves the respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

4.4 TECHNICAL PROPOSAL

The technical proposal must be presented in a form consistent with Appendix A of this RFP. Where appropriate, supporting documentation (brochures, pamphlets, etc.) may be referenced by equipment model and number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. Appendix A will list all requirements for the equipment requested under this RFP. Pricing for the equipment will be on a cost per copy basis and include all supplies with the exception of paper. Pricing should not include any monthly minimums. Optional 48 month and 36 month terms are being requested for EACS to evaluate.

Additional information will be requested by answering a questionnaire that is Appendix B. Each respondent must answer each question as completely as possible and explain any exceptions.

Also, EACS is considering acquiring seven (7) Poster Maker devices and a four (4) Folding Machine device. Please provide responses to the spec sheets that are attached with what a monthly lease payment cost would be for each of these items. Please keep in mind that EACS may not elect to acquire either of these items.
SECTION FIVE
PROPOSAL EVALUATION

Section 5.1 PROPOSAL EVALUATION PROCEDURE

EACS will evaluate each proposal with regard to compliance with RFP requirements. The evaluation will be based on the following criteria:

➢ Management Judgement
  - Past or present performance, preferably on projects of comparable size and complexity
  - Experience in digital multifunctional equipment
  - Staff size of respondent
  - Probability that respondent will successfully meet the requirements of the RFP

➢ Adherence to Specifications
  - Quality and completeness of the respondent’s proposal to Appendix A
  - Proposed training program
  - Respondent’s expertise with digital multifunctional equipment

➢ Respondent Capabilities
  - Value added features and services
  - Equipment warranty periods (where applicable)
  - Service call responsiveness
  - Service personnel available for this project
  - Experience in integrating imaging equipment on Wide Area and Local Area Networks
  - Strength of network engineer(s)

➢ Price of Requested Products and Services

This category will be rated based upon the respondent’s pricing information as required by the RFP. Creative pricing structures (financing plans) and disclosures of supporting pricing details are included in this category.
APPENDIX A

Please price the following equipment on a cost per copy basis with a 5-year leasing program. Contract to begin on or about June 1, 2014 and continuing for 5 years. Number of machines needed may vary depending on the final configuration and the successful respondent’s recommendation. All machines must be postscript compatible.

The total units needed by category are:

<table>
<thead>
<tr>
<th>Machine Category</th>
<th>Rated Speeds</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>B&amp;W 90 ppm or greater</td>
<td>13</td>
</tr>
<tr>
<td>2</td>
<td>B&amp;W 75 ppm or greater</td>
<td>14</td>
</tr>
<tr>
<td>3</td>
<td>B&amp;W 56 ppm or greater</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>B&amp;W 36 ppm or greater</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>B&amp;W 37 ppm or greater (A4)</td>
<td>12</td>
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<tr>
<td>6</td>
<td>B&amp;W/Color 70 ppm or greater</td>
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</tr>
<tr>
<td>7</td>
<td>B&amp;W/Color 51 ppm or greater</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>B&amp;W/Color 41 ppm or greater</td>
<td>3</td>
</tr>
</tbody>
</table>

Each unit must be delivered to the selected EACS destination and equipped with a Power Filter at no additional cost to EACS.

Each unit will be connected to the iPrint Server that manages the printers and the printer queues. For EACS, printer software/drivers need to be able to do LDAP authentication, preferably to eDirectory. The machines need to be able to Scan to Email as a PDF, and be used as fax machines where indicated. It is a desire of EACS to have fax forward capabilities to an email address. Please provide the supporting documentation for this capability.

Respondents must have a MCSA or MCSE available, who is familiar with the configuration and use of Microsoft Windows Server print services in a multi-platform environment, to assist with all driver installation and any subsequent issues that may arise in relation to each unit’s network connection.

Respondent shall price all equipment with the following two components:

1. The monthly lease cost for the full term of the lease.
2. Cost per copy/print amount for maintenance and supplies, which must not include monthly minimums. Maintenance/supply costs shall include service and all supplies with the exception of paper. Our annual copies/prints for this past year has been 20,000,000 plus pages for Black & white Usage.
In addition to pricing information, respondents must meet the following criteria:

1) A maximum response time of 4 hours average for all service calls.
2) Vendor must document service response times.
3) All units must have original manufacturer’s serial number.
4) Successful vendor must guarantee service for the full life of the contract.
5) Manufacturer must guarantee full dealer support for the life of the contract.
6) Conduct quarterly equipment performance meetings with EACS to assess service calls and equipment reliability.
7) Respondent will be responsible to insure a short-term inventory of supplies is available at each machine to reduce down-time as a result of supplies.
8) 24/7 online end user training using PDF and Flash tutorials.
9) 24/7 online supply and service ordering capabilities.
10) To help secure EACS electronic documents, vendors must document all layers of network security, data security, and hard disk erase.
11) Vendor must provide software to monitor all equipment from their location. Including automatic toner alert replenishment. Vendor also responsible for collecting all meters readings on a monthly basis.
12) Maintain 95% unit up-time — need three references to verify this.
13) Maintain 92% first call fix — need three references to verify this.
14) Can the Vendor provide upon request a third party audit showing that question 12 & 13 can be verified by a third party not from the Vendor themselves?
15) Parts available locally.
16) Escalation process on service issues.
17) Customer training website by the manufacturer available 24/7,
18) Initial On Site Training at each building!
19) Ongoing customer training,
20) Vendor must supply, free of charge, pre-paid packages to return all empty toner cartridges to the manufacturer or provide pick-up service of these items if they are recyclable or reusable.
21) Vendors must deliver all equipment with no additional costs to the selected destinations of EACS.
22) It will be the responsibility of the vendor to connect all the devices to the EACS LAN without any additional costs to EACS. EACS will provide some IT assistance in this matter.
23) Please provide copies of proposed contract so verbiage may be examined.
Please provide answers to the following unit specification sheets.

APPENDIX B

Respondent must answer the following questions:

1) How many manufacturer trained digital technicians does your company have for the equipment you are proposing?
2) What percentage of your copiers in local schools or businesses are digital? What percent of these machines are networked?
3) How many of your local technical staff has network certifications and what are they?
4) Does your proposed equipment have the ability to be monitored from the desktop by the systems administrator?
5) How long has your company been doing business? How long in Allen County?
6) Provide a list of your employees who work out of your local (Allen County) office and their job titles.
7) Do you now or will you in the future have a web-based reporting procedure for clients to report problems and/or copy/print volumes?
8) Please include a plan on how your company would train those individuals who would be using this equipment. (Implementation Schedule)
9) Will your company have the ability to monitor equipment from a remote location if given access to the equipment through our network?
10) Explain your company’s solution for automating tasks and integrating the MFP’s with EACS network applications through the LCD control panel.
11) Are the print drivers in your machines standard and/or similar for all models submitted in your proposal?
12) Does your proposed equipment network settings have the ability to be cloned for easy setup? Via USB? (Vendor is required to connect the equipment to the LAN).
13) Do you have local dispatch?
14) Please explain the process of toner replacements being supplied? i.e. Are they UPS? Do you deliver them? How will you know that a machine in a department needs toner?
15) Vendor needs provide a price for when equipment needs to be moved to a different EACS location during the life of the contract.
16) Would vendor be willing to provide shipping/delivery of toner supplies at no charge?
17) Does vendor accept credit card payment?
NON-COLLUSION AFFIDAVIT

No bid or proposal will be accepted that does not have this form completely executed.

By submission of this bid/proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(a) The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bid/proposal or any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening, directly or indirectly, to any other respondent or to any competitor;

(c) No attempt has been made or will be made by the respondent to insure any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition;

(d) The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties or perjury, affirms the truth thereof, such penalties being applicable to the respondent as well as the person signing in its behalf;

(e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate respondent.

______________________________
(Individual)

______________________________
(Corporation)

Date: _________________________

By: ___________________________
This Non-Collusion Affidavit must be submitted with the bid or proposal.

This bid or proposal shall be furnished in triplicate, with three copies enclosed in the sealed bid or proposal envelope.
March 4, 2014

Bev erage Contract Services RFP

Background:
EACS's current exclusive beverage vending services agreement with Coca Cola will expire June 30, 2014. This agreement relates to all beverages sold in our schools including cafeterias, concessions, and vending machines. To continue beverage services at our schools we will need to request proposals for a new agreement with a beverage vendor. EACS will be advertising a Request for Proposals for beverage services to the school district. The proposals from the vendors will be due back April 14, 2014. The Beverage Services Committee will review the proposals received and bring an award recommendation to the School Board in May 2014.

Recommendation:

Prepared: Lois Goeglein
Approved: ______________________________________________________
Budget: ______________________________________________________
Legal: IC 5-22-9-1

Kenneth H. Folks
Superintendent of Schools
REQUEST FOR PROPOSAL

BEVERAGE CONTRACT - EAST ALLEN COUNTY SCHOOLS (EACS)

Proposals are due April 14, 2014 by 4:00 local time.

Vendors are asked to submit a proposal for beverage services to East Allen County Schools. EACS is requesting proposals for a district-wide exclusive contract for products 12 oz. and above. EACS is also requesting proposals for non-exclusive service for each school on a shared vendor basis. Proposals must include, but are not limited to, the items noted below.

- Commissions rate of sales on full service vending machines
- Preferred method for “over the counter” sales is discounted purchase price per case up-front rather than rebates. Please indicate your best per case up-front pricing.
- Per case pricing for your comparable product to those listed on the attached sheet.
- Provide a listing of all products available from your company
- Provide the terms of your agreement for a five-year contract
- List any donated equipment/supplies offered
- List any donated product offered per year
- Indicate guaranteed response time for equipment issues and equipment maintenance plan.
- Your management plan for vending machine product refills.
- List type and age of vending equipment you would put in place at our EACS schools
- All offers must comply with ABA regulations for age levels being served.
- Other benefits you can offer the school district in terms of bonuses, products for special events, support to educational foundation, etc.
- If an exclusive contract is awarded, what annual up-front payment would be made to EACS?

Information Items

Weekly delivery would be required for concessions & food service beverage product.

Current equipment used is 44 stack vending machines, 15 glass-front vending machines and 41 coolers. If a shared vending contract is awarded, it would be the intent of EACS to keep total machines in place close to current level and split the number of vending machines between the vendors involved.

Case delivery for concession & Food Service would need to begin August 1st to 8th, 2014
EACS intent would be to have vending equipment on site and filled August 1 to 15, 2014

Information is attached showing EACS products purchased over the last year and volume used in cases. Also attached is a listing of EACS buildings and grade levels to be serviced.

Award recommendation to School Board will be for the best overall benefit to EACS including revenues, pricing, products and service commitment.

Proposals and/or questions should be submitted to the attention of Lois Goeglein, Financial Assistant at 1240 SR 930 East, New Haven, IN 46774. Phone # 260-446-0106
Fax 260-446-0107 lgoeglein@eacs.k12.in.us
Dear Parent/Guardian,

Date: __________________________

RE: Student Name __________________________

During the 2013 legislative session, the Indiana General Assembly passed HEA 1005, and the Governor signed PL 268-2013 into law. A component of this law (IC 20-32-9) requires public and state-accredited non-public school students who meet specific criteria to take a college- and career-readiness exam and potentially receive remediation. The assessment selected to meet the requirements of this law for the 2013-14 school year is the ACCUPLACER Diagnostics assessment.

ACCUPLACER Diagnostics are internet-based computer adaptive tests that assess reading, writing, and mathematics skills. (Indiana will use the reading and mathematics portions of ACCUPLACER Diagnostics.) The Diagnostic tests are used to “drill down” and identify students’ strengths and weaknesses in specific skill areas. The results and information from the ACCUPLACER Diagnostic tests provide schools with a detailed assessment of students’ skills, which will assist in course selection and remediation plans for students.

Per state requirements, your son/daughter will need to participate in the ACCUPLACER assessment in the following area(s):

- [ ] English
- [ ] Mathematics
- [ ] Both English and Mathematics

Your child’s participation in ACCUPLACER was determined based on the following condition:

<table>
<thead>
<tr>
<th>Check applicable box</th>
<th>PSAT Performance* (Math, English)</th>
<th>ECA Performance (Math, English)</th>
<th>ACCUPLACER Diagnostics Participation</th>
<th>ACCUPLACER Diagnostics Exemptions</th>
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</thead>
<tbody>
<tr>
<td>Did not take PSAT as a junior Scoring below 42 as a sophomore</td>
<td>Did Not Pass</td>
<td>Yes</td>
<td>SAT Writing/Reading Score ≥460</td>
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<tr>
<td>Did not take PSAT as a junior Scoring below 42 as a sophomore</td>
<td>Pass</td>
<td>Yes</td>
<td>ACT Math Score ≥460</td>
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</tr>
<tr>
<td>Did not take PSAT as a junior Scoring 42 or above as a sophomore</td>
<td>Did Not Pass</td>
<td>Yes</td>
<td>ACT English Score ≥18</td>
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</tr>
<tr>
<td>Did not take PSAT as a junior Scoring 42 or above as a sophomore</td>
<td>Pass</td>
<td>No</td>
<td>ACT Reading Score ≥18</td>
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<tr>
<td>Scored below a 46 as a junior</td>
<td>Did Not Pass</td>
<td>Yes</td>
<td>ACCUPLACER Placement Scores</td>
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<td>Scored 46 or above as a junior</td>
<td>Pass</td>
<td>No</td>
<td>Reading ≥76</td>
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<td>Scored 46 or above as a junior</td>
<td>Did Not Pass</td>
<td>Yes</td>
<td>Elementary Algebra ≥74</td>
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</table>

* The determination for taking the assessment is based on the student’s most recent PSAT score.

School Testing Dates: __________________________

Once the testing is complete, students and parents will receive information with results, as well as remediation tools for those who did not receive a “proficient” on the ACCUPLACER Diagnostics assessment.

If you have any questions regarding the ACCUPLACER, please feel free to contact __________________________ at the following phone number __________________________.

Sincerely,

Guidance Counselor
March 5, 2014

Dear Parent/Guardian,

The U.S. Department of Education requires states to administer assessments aligned to college- and career-ready standards by the spring of 2015. These new Indiana standards will be used to create college- and career-ready assessments for administration during the spring of 2015.

As part of the transition to college- and career-ready assessments, the Indiana Department of Education has a responsibility to provide students and educators with access to assessments that include technology-enhanced items and measure college- and career-ready standards. Therefore, the Indiana Department of Education will require the online administration of items from CTB’s CoreLink item bank in May of 2014 to students in grades 3-8.

CoreLink items are aligned to Indiana’s current standards, and administering CoreLink items will enable schools to gauge their progress toward preparing students to be college- and career-ready. There are three parts to the test administration; a practice test (approximately 20 minutes), a math assessment (approximately 32 minutes), and an English/Language Arts assessment (approximately 32 minutes). In addition, CoreLink items will provide students and teachers with an opportunity to experience technology-enhanced items measuring college- and career-readiness.

The Spring 2014 CoreLink online testing window for East Allen County Schools will be May 5-16, 2014. If you have any questions regarding the CoreLink assessment, please feel free to contact your child’s school.

Sincerely,

Kurt Dager
Corporation Test Coordinator
Discussion Items
APPROVE APPLICATION AND RECEIPT OF FUNDS FOR
MONSANTO GRANT: AMERICA'S FARMERS GROW RURAL EDUCATION

Background:

East Allen County Schools (EACS) has been contacted by Monsanto representatives related to the availability of 2014 America’s Farmers Grow Rural Education competition. East Allen County Schools received this notification because we have been nominated by a local eligible farmer which makes EACS eligible for this 2014 competition. There is $2.3 million available for this competition. Applicants may request either a $10,000 (local competition) or $25,000 (state-wide competition) award.

Recommendation:

That the Board of School Trustees approves the application and receipt, if approved, of the Monsanto America’s Farmers Grow Rural Education grant application.

Kenneth H. Folks
Superintendent of Schools

Prepared: Rose Fritzinger
Approved: Michael Shaffer
Budget: 
Legal: 
ABSTRACT
America’s Farmers Grow Rural Education grant from
the Monsanto Fund

East Allen County Schools (EACS) has been contacted by Monsanto representatives related to the availability of 2014 America’s Farmers Grow Rural Education competition. East Allen County Schools received this notification because we have been nominated by a local eligible farmer which makes EACS eligible for this 2014 competition. There is $2.3 million available for this competition. Applicants may request either a $10,000 (local competition) or $25,000 (state-wide competition) award.

A critical component of this competition is the level of local farmer support. Eligible farmers are encouraged to nominate East Allen County Schools for this grant. Nominations from farmers in EACS are asked to complete their on-line nomination before the close of business on April 6, 2013. Newsletters requesting farmers to complete their nomination will be shared through EACS distribution methods. Eligible farmers “must be 21 years or older and actively engaged in farming of 250 acres of corn, soybeans and/or cotton; or 40 acres of open-field vegetables (as defined above); or 10 acres of tomatoes, peppers and/or cucumbers grown in protected culture (glasshouse, nethouse, plastic). Entrants are limited to one nomination per qualified person (regardless of the form of entry). A farmer is ‘actively engaged in farming if he or she performs the work, or hires and actively manages others who do so.‘”

This is a highly-competitive funding opportunity available through the Monsanto Fund. All public schools in 39 states are eligible to apply. Applicants will compete against other school districts in their Crop Reporting District. Allen County is located in Indiana CRD 30 with Adams, DeKalb, Huntington, LaGrange, Noble, Steuben, Wells and Whitley County.

The purpose of this funding is to improve the math and science education available to students in eligible states – especially students who are from rural areas. According to the application information, Monsanto Fund instructions state: “…farmers have told us nothing is more vital than the next generation.”

EACS representatives will request a $10,000 America’s Farmers Grow Rural Education grant award. If approved, these funds will be used to enhance the math and / or science education for EACS students. Applications are due on or before April 21, 2014.

There are no matching requirements to submit an application under this competition. Awards will be selected based upon a review process. Finalists will be posted on the Monsanto website in August 2014. Determinations will be made shortly thereafter and notifications to awardee school districts will be made.

East Allen County Schools requests approval to request and receive, if approved, an America’s Farmers Grow Rural Education from the Monsanto Fund.
PURCHASE OF ECONOMICS AND PERSONAL FINANCE ONLINE CURRICULUM
PACKAGE FROM COMPASS LEARNING

Background:
East Allen County Schools uses Compass Learning Odyssey for Credit Recovery, as a supplemental
resource for K-12 teachers, and as our Summer School curriculum. EACS guidance counselors are
requesting the purchase of the Economics and Personal Finance portion of the Compass Learning
Odyssey curriculum to utilize with students this summer and for the SY 2014-2015. Please see
attached quote.

Recommendation:
That the East Allen County School Board of School Trustees approves the purchase of the Compass

Kenneth H. Folks
Superintendent of Schools

Prepared: Keith Madsen
Approved: Marilyn Hissong
Budget: 035-25860-43000-0011
Legal: 
All pricing shall be valid for 30 days from the date of this quote. All prices are net thirty (30) days from the date of invoice. All applicable taxes, if any, shall be paid by Customer. Past due invoices shall accrue interest at the rate of 1.5% per month. All products are shipped FOB CompassLearning. Financing shall be subject to credit approval. In the event of any conflict or inconsistency between the quote documents (including Exhibits, Terms and Conditions or the End User Agreement) and Customer’s purchase order, the quote documents shall control. CompassLearning Inc. 203 Colorado, Austin, TX 78701. For more information please view the Terms and Conditions at: http://www.compasslearning.com/terms.html

### CompassLearning Inc. Price Quote
**EAST ALLEN CO SCHOOL DISTRICT (141004)**
**SO-225063-060241**

**Date:** 02/13/2014  
**Quote #:** SO-225063-060241  
**Total:** $6,600

#### Quote #: SO-225063-060241

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**Category: Software**  
**Category Total:** $6,400

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**Category: Shipping**  
**Category Total:** $200

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Quote #: SO-225063-060241

Category: Fulfillment

Total: $6,600
Tax: $0

Grand Total: $6,600
All pricing shall be valid for 30 days from the date of this quote. All prices are net thirty (30) days from the date of invoice. Past due invoices shall accrue interest at the rate of 1.5% per month. All products are shipped FOB CompassLearning. Financing shall be subject to credit approval. In the event of any conflict or inconsistency between the quote documents (including Exhibits, Terms and Conditions or the End User Agreement) and Customer’s purchase order, the quote documents shall control. CompassLearning Inc. 203 Colorado, Austin, TX 78701. For more information please view the Terms and Conditions at: http://www.compasslearning.com/terms.html

Quote #: SO-225063-060241

As Seen And Agreed By:

Signature

Print Name

Title

Date

Requested Installation Date

Site Contact For Installation:

Name

Title

Phone #

Email Address to send user/password info

Order Should Be Shipped To The Following Address:

Not valid without a purchase order.

Fax entire quote and order documentation to 512-391-1703.
All pricing shall be valid for 30 days from the date of this quote. All prices are net thirty (30) days from the date of invoice. All applicable taxes, if any, shall be paid by Customer. Past due invoices shall accrue interest at the rate of 1.5% per month. All products are shipped FOB CompassLearning. Financing shall be subject to credit approval. In the event of any conflict or inconsistency between the quote documents (including Exhibits, Terms and Conditions or the End User Agreement) and Customer’s purchase order, the quote documents shall control. CompassLearning Inc. 203 Colorado, Austin, TX 78701. For more information please view the Terms and Conditions at: http://www.compasslearning.com/terms.html

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**Primary Purchase Driver:**

- 21st Century Skills
- Blended Learning
- Credit/Grade Recovery or Retrieval
- Customized Alignments
- Differentiated Instruction
- Extended Day Programs/Extended Year Programs
- Foundation Curriculum Instruction and Support
- Improving Teacher Effectiveness
- Other
- Preparation for Common Core
- Preparation for state, end-of-course, key standardized tests
- Response to Intervention or Tiered Intervention
- Special Education
- Virtual School Programs

**Primary Funding Resource:**

- Federal
- Local
- Other
- State

**Decision Level:**

- District Level
- Site Level
ACTION AGENDA

March 18, 2014

HERITAGE K-12 PROJECT - CHANGE ORDER #13
ADDITIONAL BRACING IN ROOF AND REPAIR OF EXISTING STRUCTURE

Background:

This change order for the Heritage K-12 Project is add bracing required due to increase snow load, repair of existing structure discovered during demo of roof, and modification of existing lighting and ductwork in stage from the revision to the structural steel. This change order is an increase in the contract of $25,947.

Recommendation:

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

Kenneth H. Folks
Superintendent of Schools

Prepared:  Doug Roemer  
Approved:  Kirby Stahly  
Budget:  Construction - Contingency   Currently estimated at $357,334  
Legal:  


Change Order

PROJECT (Name and address): Heritage K-12 Facility
CHANGE ORDER NUMBER: 013
DATE: February 21, 2014
OWNER: 
ARCHITECT: 

TO CONTRACTOR (Name and address): Fetters Construction
ARCHITECT'S PROJECT NUMBER: 212-051.1
CONTRACT DATE: 11/14/12
CONTRACT FOR: General Construction
Contractor: 
FIELD: 
OTHER: 

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
1. Additional bracing required due to increased snow load and repair of the existing structure from damages discovered during demolition.
2. Modification of the existing lighting and ductwork at the stage to accommodate the revision to the structural steel.

The original Contract Sum was $10,034,960.00
The net change by previously authorized Change Orders $204,356.00
The Contract Sum prior to this Change Order was $10,239,216.00
The Contract Sum will be increased by this Change Order in the amount of $25,947.00
The new Contract Sum including this Change Order will be $10,265,163.00

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.

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

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

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

BY (Signature) Jack Purcell
(Typed name)
February 21, 2014
DATE

BY (Signature)
(Typed name)
DATE

BY (Signature)
(Typed name)
DATE
HERITAGE K-12 PROJECT - CHANGE ORDER #14
CONNECTION TO AND EXTENSION OF EXISTING STORM AND SANITARY LINES

Background:
This change order for the Heritage K-12 Project is the extension of existing storm and sanitary lines on the east side of the school to the new storm and sanitary system. The demolition of the site adjacent to the existing school uncovered storm and sanitary lines not indicated on the original as-built drawings and therefore not shown on the new construction documents. This change order is an increase in the contract of $27,445.

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

Kenneth H. Folks
Superintendent of Schools

Prepared:  Doug Roemer
Approved: Kirby Stahly
Budget: Construction - Contingency
Currently estimated at $357,334
Legal: ____________________________
Change Order

**PROJECT (Name and address):** Heritage K-12 Facility  
**CHANGE ORDER NUMBER:** 014  
**DATE:** February 21, 2014  
**OWNER:**  

**TO CONTRACTOR (Name and address):** Fetters Construction  
**ARCHITECT’S PROJECT NUMBER:** 212-051.1  
**CONTRACT DATE:** 11/14/12  
5417 County Road 427  
Auburn, Indiana 46706  
**CONTRACT FOR:** General Construction  
**FIELD:**  
**CONTRACTOR:**  
**OTHER:**  

**THE CONTRACT IS CHANGED AS FOLLOWS:**

- The original Contract Sum was $10,034,860.00.
- The net change by previously authorized Change Orders is $230,303.00.
- The Contract Sum prior to this Change Order was $10,265,163.00.
- The Contract Sum will be increased by this Change Order in the amount of $27,445.00.
- The new Contract Sum including this Change Order will be $10,292,608.00.

The Contract Time will be unchanged 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.**

<table>
<thead>
<tr>
<th>ROAQW Corporation</th>
<th>Fetters Construction, Inc.</th>
<th>Fast Allen County Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ARCHITECT (Firm name)</strong></td>
<td><strong>CONTRACTOR (Firm name)</strong></td>
<td><strong>OWNER (Firm name)</strong></td>
</tr>
<tr>
<td>10401 N. Meridian Street, Suite 401</td>
<td>5417 County Road 427</td>
<td>1240 State Road 930 East</td>
</tr>
<tr>
<td>Indianapolis, Indiana 46290</td>
<td>Auburn, Indiana 46706</td>
<td>New Haven, Indiana 46774</td>
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<tr>
<td><strong>ADDRESS</strong></td>
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<tr>
<td><strong>BY (Signature)</strong></td>
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<td>Jack Perdue</td>
<td>(Typed name)</td>
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<td><strong>DATE</strong></td>
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<tr>
<td>February 21, 2014</td>
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HERITAGE K-12 PROJECT - CHANGE ORDER #15
INSTALLATION OF 3" AND 4" DOMESTIC WATER ISOLATION VALVES

Background:

This change order for the Heritage K-12 Project is to make modifications to the well service within the pump house to install 3" and 4" domestic water isolation valves, separate the domestic water service from the existing high school and the new elementary school. This change order is an increase in the contract of $6,649.

Recommendation:

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

Kenneth H. Folks
Superintendent of Schools

Prepared: Doug Roemer
Approved: Kirby Stahly
Budget: Construction - Contingency
Currently estimated at $357,334
Legal: ____________________________
Change Order

PROJECT (Name and address): Heritage K-12 Facility

CHANGE ORDER NUMBER: 015
DATE: February 21, 2014

OWNER: ☑
ARCHITECT: ☑

TO CONTRACTOR (Name and address): Fetters Construction

ARCHITECT'S PROJECT NUMBER: 212-051.1
CONTRACT DATE: 11/14/12
CONTRACT FOR: General Construction

CONTRACTOR: ☑
FIELD: ☑
OTHER: ☑

THE CONTRACT IS CHANGED AS FOLLOWS:
(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
1. Installation of 3" and 4" domestic water isolation valves located at the Pump House, designed to separate the domestic water service from the existing High School and the new Elementary Addition.
2. Deletion of the 4" domestic water service exterior of the Pump House and connection of the 4" domestic water line within the Pump House and routed to the new Elementary Addition.

The original Contract Sum was $10,034,860.00
The net change by previously authorized Change Orders $257,748.00
The Contract Sum prior to this Change Order was $10,292,608.00
The Contract Sum will be increased by this Change Order in the amount of $6,649.00
The new Contract Sum including this Change Order will be $10,299,257.00

The Contract Time will be unchanged 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.

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

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

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

ADDRESS

BY (Signature)
Jack Pardue
(Typed name)
February 21, 2014
DATE

BY (Signature)
(Typed name)
DATE

BY (Signature)
(Typed name)
DATE
ACTION AGENDA

March 18, 2014

Board Agenda Item 5.11

HERITAGE K-12 PROJECT - CHANGE ORDER #16
CMU PILASTER BUILD OUT AT STRUCTURAL COLUMNS IN GYMNASIUM

Background:
This change order for the Heritage K-12 Project is install CMU pilaster built out at structural columns within the gymnasium to provide the required 2-hour rated wall separation. This change order is an increase in the contract of $10,911.

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

Prepared:  Doug Roemer
Approved:  Kirby Stahly
Budget:    Construction - Contingency
           Currently estimated at $357,334
Legal:     

Kenneth H. Folks
Superintendent of Schools
Change Order

PROJECT (Name and address): Heritage K-12 Facility
CHANGE ORDER NUMBER: 016
DATE: February 21, 2014
OWNER: ☒
ARCHITECT: ☒

TO CONTRACTOR (Name and address): Fetters Construction
ARCHITECT'S PROJECT NUMBER: 212-051.1
5417 County Road 427
Contract DATE: 11/14/12
Auburn, Indiana 46706
CONTRACT FOR: General Construction
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
Provided CMU pilaster build out at structural columns within Phys. Ed./Cafetorium B123 and adjacent to the east wall of the existing High School. The additional CMU is to provide the required 2-hour rated wall separation.

The original Contract Sum was $10,034,860.00
The net change by previously authorized Change Orders $264,397.00
The Contract Sum prior to this Change Order was $10,299,257.00
The Contract Sum will be increased by this Change Order in the amount of $10,911.00
The new Contract Sum including this Change Order will be $10,310,168.00

The Contract Time will be unchanged 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.

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

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

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

ADDRESS
ADDRESS

Jack Pardue
BY (Signature)
(Typed name)
February 21, 2014
DATE

(Typed name)
(Typed name)

User Notes:
(1960128601)
HERITAGE K-12 PROJECT - CHANGE ORDER #17
COURT STRIPING, DRINKING FOUNTAIN, BACKBOARD CIRCUITS/CONTROLLERS

Background:
This change order for the Heritage K-12 Project is to make the following requested changes within the gymnasium: 1) revise the basketball court striping to high school size; 2) install/provide a drinking fountain; and 3) provide the electrical circuits and controllers for four (4) backboard motor operators. This change order is an increase in the contract of $7,608.

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

Kenneth H. Folks
Superintendent of Schools

Prepared: Doug Roemer
Approved: Kirby Stahly
Budget: Construction - Contingency
Currently estimated at $357,334
Legal:
Change Order

PROJECT (Name and address): Heritage K-12 Facility

CHANGE ORDER NUMBER: 017

DATE: February 25, 2014

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

TO CONTRACTOR (Name and address): Fetters Construction

ARCHITECT'S PROJECT NUMBER: 212-051.1

5417 County Road 427

CONTRACT DATE: 11/14/12

Auburn, Indiana 46706

CONTRACT FOR: General Construction

FIELD: ☐

OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

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

1. Revise basketball court striping to accommodate High School games; per request of Owner.
2. Provide new drinking fountain at Phys/Cafeteria Building to per the Owner's request.
3. Provide electrical circuits and controllers for four (4) additional backboard motor operators

The original Contract Sum was $10,034,860.00
The net change by previously authorized Change Orders was $275,368.00
The Contract Sum prior to this Change Order was $10,310,168.00
The Contract Sum will be increased by this Change Order in the amount of $7,608.00
The new Contract Sum including this Change Order will be $10,317,776.00

The Contract Time will be unchanged 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.

RQA/W Corporation

ARCHITECT (Firm name)

10401 N. Meridian Street, Suite 401
Indianapolis, Indiana 46290

BY (Signature)

(Typed name)

February 25, 2014

DATE

Fetters Construction, Inc.

CONTRACTOR (Firm name)

5417 County Road 427
Auburn, Indiana 46706

BY (Signature)

(Typed name)

DATE

East Allen County Schools

OWNER (Firm name)

1240 State Road 930 East
New Haven, Indiana 46774

BY (Signature)

(Typed name)

DATE