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

NOVEMBER 5, 2013

PUBLIC HEARING
G.O. BOND ADDITIONAL APPROPRIATIONS
6:30 P.M.

1.0 G.O. Bond Additional Appropriation
2.0 Public Expressions*
3.0 Adjournment

REGULAR MEETING
6:33 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
      - Hugh O'Brian Youth (HOBY) Leadership Ambassador

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 - October 15, 2013
   3.5 Minutes – Executive Session - October 21, 2013
4.0 ACTION ITEMS
13-1105-4.1 Application and Receipt of Funds for Non-English Speaking Program Grant
13-1105-4.2 Memorandum of Understanding between JAG-Indiana and East Allen County Schools (HEHS)
13-1105-4.3 Memorandum of Understanding between JAG-Indiana and East Allen County Schools (NHHS)
13-1105-4.4 Contract with Star Autism Support for Star/LINKS Curriculum Training
13-1105-4.5 Resolution Regarding the Bid for Purchase of Gasoline and Diesel Fuel
13-1105-4.6 General Obligation (GO) Bond Resolutions - Appropriation Resolution and Final Bond Resolution
13-1105-4.7 Direct Superintendent to Issue Notification of Possible Nonrenewal to Certain Administrators
13-1105-4.8 Engagement Letter to Retain Monica Conrad Services

5.0 INFORMATION/DISCUSSION ITEMS

INFORMATION ITEMS
5.1 Annual Report - Group Health Insurance Fund
5.2 Annual Report - Transportation
5.3 Annual Report - Student Discipline

DISCUSSION ITEMS
5.4 Application and Receipt of Funds for High Ability Grant for SY13/14
5.5 Application and Receipt of Funds for Safe Haven Grant
5.6 Application and Receipt of Funds for the 2014 Edward Byrne Memorial Justice Assistance Grant
5.7 Meet and Confer Summaries
5.8 eFunds for Schools (Online Payments)
5.9 Revision to Board Policy 2001
5.10 Contract with Dr. Richard Van Acker
5.11 Course Fees for East Allen University
5.12 Group Health Insurance Agreements

6.0 PUBLIC EXPRESSIONS – NON-AGENDA ITEMS*

7.0 SUPERINTENDENT COMMENTS

8.0 BOARD COMMENTS

9.0 ADJOURNMENT

NEXT BOARD MEETING
NOVEMBER 19, 2013
ADMINISTRATION BUILDING
BOARD ROOM
6:30 PM

*Public expression is limited to 3 minutes per speaker.

DREAM IT. DO IT.
Consent Items
ACTION AGENDA

November 5, 2013

HUMAN RESOURCES REPORT

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

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

Kenneth H. Folks
Superintendent of Schools

Prepared: Amanda Ricketts
Approved: 
Budget: Kirby Stahly
Legal:
### CERTIFIED NEW HIRES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bailey, Angela</td>
<td>Instructional Coach – DW</td>
<td>(Pending Board Approval)</td>
</tr>
<tr>
<td>Federspiel, Nicole</td>
<td>Special Ed Teacher – PHJH</td>
<td>11/6/2013</td>
</tr>
</tbody>
</table>

### CLASSIFIED NEW HIRES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Epps, Alonzo</td>
<td>Learning Center Sup. – LEHS</td>
<td>10/21/2013</td>
</tr>
<tr>
<td>Marhenke, Mallory</td>
<td>TAS – NHMS</td>
<td>10/18/2013</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>DePrisco, Linda</td>
<td>Teacher – NHPS</td>
<td>1/6/2014</td>
<td>Retirement</td>
</tr>
<tr>
<td></td>
<td>(40 years w/ EACS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lawson, Janice</td>
<td>Teacher – SOEL</td>
<td>11/1/2013</td>
<td>Retirement</td>
</tr>
<tr>
<td></td>
<td>(14 years w/ EACS)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CLASSIFIED TERMINATIONS

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peters, Gary</td>
<td>Bus Driver</td>
<td>10/29/2013</td>
<td>Termination</td>
</tr>
<tr>
<td></td>
<td>(2 ½ years w/ EACS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Place, Gene</td>
<td>Custodian – PHLC</td>
<td>6/1/2014</td>
<td>Retirement</td>
</tr>
<tr>
<td></td>
<td>(16 years w/ EACS)</td>
<td></td>
<td></td>
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</tbody>
</table>

### CERTIFIED LEAVES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rauch, Abby</td>
<td>Teacher – PHJH</td>
<td>12/9/2013 through 12/20/2013</td>
<td>FMLA</td>
</tr>
</tbody>
</table>

### CLASSIFIED LEAVES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Squier, Cindy</td>
<td>Bus Driver</td>
<td>11/7/2013 (.5pm) through 11/15/2013</td>
<td>Medical Leave</td>
</tr>
</tbody>
</table>
ACTION AGENDA

November 5, 2013

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

Background:

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

Recommendation:

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

Kenneth H. Folks
Superintendent of Schools

Prepared: Kirby Stahly

Approved: Kirby Stahly

Budget: Kirby Stahly

Legal: ________________________________
FINANCIAL SUMMARY REPORT
TUESDAY, NOVEMBER 5, 2013

ACCOUNTS PAYABLE VOUCHER INFORMATION

Vendor Claims 278534-2778815

Total Amount $359,675.28

DONATIONS, GIFTS, AND EXTRACURRICULAR EXPENDITURES

Leo Elementary School requests Board approval to accept various donations from community members in the amount of $1,100. As specified, these funds will be used to offset the total cost of First in Math (FIM) – an online math program based on state and national math standards that is designed to supplement classroom curriculum that Cedarville students use on a daily basis.

EXTRACURRICULAR EXPENDITURES

Woodlan Jr./Sr. High School requests Board approval to purchase a 2012 John Deer Gator, with a total purchase price of $5,200.00, from East Allen Ag and Turf. Following is a breakdown of the financials of the purchase:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price</td>
<td>$5,200.00</td>
</tr>
<tr>
<td>Sale of Simplicity</td>
<td>$2,750.00</td>
</tr>
<tr>
<td>Soccer Booster’s Donation</td>
<td>$700.00</td>
</tr>
<tr>
<td>Softball Program</td>
<td>$700.00</td>
</tr>
<tr>
<td>Baseball Boosters</td>
<td>$500.00</td>
</tr>
<tr>
<td>Athletic Program</td>
<td>$550.00</td>
</tr>
</tbody>
</table>

Woodlan Jr./Sr. High School requests Board approval to purchase a 2011 Snapper Riding Lawn Mower from Mr. Terry Laesch, at a total purchase price of $650.00. This purchase will be funded by the baseball and athletic programs, with each contributing $325.00 towards the purchase.

CASH TUITION TRANSFERS FOR THE 2013-2014 SCHOOL YEAR

<table>
<thead>
<tr>
<th>Name</th>
<th>Grade</th>
<th>Previous School</th>
<th>New School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elisabeth Williams</td>
<td>11th</td>
<td>Leo Jr./Sr. High School</td>
<td>New</td>
</tr>
<tr>
<td>Benjamin Cotham</td>
<td>5th</td>
<td>New Haven Intermediate School</td>
<td>Returning</td>
</tr>
<tr>
<td>Courtney Cotham</td>
<td>1st</td>
<td>New Haven Primary School</td>
<td>Returning</td>
</tr>
<tr>
<td>Markyla Logan</td>
<td>1st</td>
<td>Southwick Elementary School</td>
<td>New</td>
</tr>
<tr>
<td>Item Number</td>
<td>Date Rec'd</td>
<td>Vendor/Contractor</td>
<td>Appl/Inv #</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------</td>
<td>----------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>36</td>
<td>10/15/13</td>
<td>W.A. Sheets &amp; Sons, Inc</td>
<td>Pay Application #5</td>
</tr>
<tr>
<td>37</td>
<td>10/15/13</td>
<td>IAB (Contractor Retainage)</td>
<td>Pay Application #5</td>
</tr>
</tbody>
</table>
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
Meetings and Conferences
The following meetings and/or conference requests are information items, which are to be made a part of the Board minutes: November 5, 2013

<table>
<thead>
<tr>
<th>DATE(S)</th>
<th>ATTENDEE(S)</th>
<th>BUILDING</th>
<th>CONFERENCE TITLE &amp; LOCATION</th>
<th>MAXIMUM REIMBURSEMENT</th>
<th>SUB/COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 30, 2013</td>
<td>Chike Odigboh</td>
<td>LEHS</td>
<td>PBL Northern Indiana Network Meeting, Lagrange</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 295-22130-13000-0014, Talent Grant</td>
</tr>
<tr>
<td>November 1, 2013</td>
<td>Timothy Minnick</td>
<td>LEHS</td>
<td>State Cross Country Championship, Terre Haute</td>
<td>$0</td>
<td>Y $75</td>
<td>Released, 010-11300-13000-0071, General Fund</td>
</tr>
<tr>
<td>November 5-8, 2013</td>
<td>Janet Hord</td>
<td>SPSV</td>
<td>IASP Fall Conference, Indianapolis</td>
<td>$1,165</td>
<td>N</td>
<td>Released time, registration, lodging, meals, mileage, 010-21420-58000-0012, General Fund</td>
</tr>
<tr>
<td>November 5-8, 2013</td>
<td>Christine Newman-Aumiller</td>
<td>SPSV</td>
<td>IASP Fall Conference, Indianapolis</td>
<td>$615</td>
<td>N</td>
<td>Released time, registration, lodging, meals, mileage, 010-21420-58000-0012, General Fund</td>
</tr>
<tr>
<td>November 5, 2013</td>
<td>Mary Catherine Palmer</td>
<td>WOIS</td>
<td>Parent Teacher Conference, WOIS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, PM, 010-11100-13000-0074, General Fund</td>
</tr>
<tr>
<td>November 6, 2013</td>
<td>Nick Allen, Jeff Lewis, Mark Pranger, Josh Smith, Amber Wilson, Audrey Wright</td>
<td>PHJH</td>
<td>Observe Read 180 Classrooms, WOHS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 413-22120-11000-0073, Title I 13-14</td>
</tr>
<tr>
<td>November 6, 2013</td>
<td>Paige Mostella</td>
<td>WOHS</td>
<td>Read 180, PHLC</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 527-21110-13000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>November 6, 2013</td>
<td>Linda Moore</td>
<td>WOPS</td>
<td>PTC, WOPS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released, AM, 010-11100-13000-0059, General Fund</td>
</tr>
<tr>
<td>November 6, 2013</td>
<td>Marta Schnelker</td>
<td>WOPS</td>
<td>PTC, WOPS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, PM, 010-11100-13000-0059, General Fund</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Matthew Parr</td>
<td>HEHS</td>
<td>Curriculum Work for Geometry, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Kathleen Lizer, Diane Riecken</td>
<td>LEEL</td>
<td>Records Day, LEEL</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 010-11100-13000-0053, 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: November 5, 2013

<table>
<thead>
<tr>
<th>DATE(S)</th>
<th>ATTENDEE(S)</th>
<th>BUILDING</th>
<th>CONFERENCE TITLE &amp; LOCATION</th>
<th>MAXIMUM REIMBURSEMENT</th>
<th>SUB/COST</th>
<th>ACCOUNT NUMBER</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 7, 2013</td>
<td>Krista Erexson, Shannon Holcomb, Cari Kaylor, Amy Lewis, Kathy Lizer, Diane Riecken, Michael Starewich</td>
<td>LEEL</td>
<td>Miami Indian PBL, LEEL</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, PM, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Greg Bierbaum</td>
<td>LEHS</td>
<td>Algebra 2 and Geometry Curriculum, PHLC</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Troy Guenin</td>
<td>NHHS</td>
<td>Algebra @ Curriculum Editing, PHLC</td>
<td>$0</td>
<td>Y</td>
<td>$75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Nick Allen, Jeff Lewis, Mark Pranger, Josh Smith, Amber Wilson, Audrey Wright</td>
<td>PHJH</td>
<td>Observe Read 180 Classrooms, WOHS</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, AM, 413-22120-11000-0073, Title I 13-14</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Rebecca Meekin</td>
<td>SOEL</td>
<td>Observation per Evaluation, SOEL</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, AM, 010-11100-13000-0057, General Fund</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Greg Foster</td>
<td>SPSV</td>
<td>IASP Fall Conference, Indianapolis</td>
<td>$338</td>
<td>N</td>
<td></td>
<td>Released time, registration, mileage, 010-21420-58000-0012, General Fund</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Paige Mostella</td>
<td>WOHS</td>
<td>Read 180, PHLC</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, AM, 527-21110-13000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Michelle Gibson, Sharon Smith</td>
<td>WOIS</td>
<td>P/T Conference, WOIS</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, PM, 010-11100-13000-0074, General Fund</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Christy Preston</td>
<td>WOPS</td>
<td>PTC, WOPS</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, AM, 010-11100-13000-0059, General Fund</td>
</tr>
<tr>
<td>November 7, 2013</td>
<td>Kelly Snyder</td>
<td>WOPS</td>
<td>PTC, WOPS</td>
<td>$0</td>
<td>Y</td>
<td>$37.50</td>
<td>Released time, PM, 010-11100-13000-0059, General Fund</td>
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Meetings and Conferences
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<th>SUB/COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 8, 2013</td>
<td>Steve Bottoms</td>
<td>MAINT</td>
<td>NE IN Landscape &amp; Turf Seminar Ornamental Session, Fort Wayne</td>
<td>$72</td>
<td>N</td>
<td>Released time, registration, mileage, 010-26100-58000-0018, General Fund</td>
</tr>
<tr>
<td>November 8, 2013</td>
<td>Connie Brown</td>
<td>SPSV</td>
<td>ISBA Current Issues in Special Education, Indianapolis</td>
<td>$290</td>
<td>N</td>
<td>Released time, registration, mileage, 010-21810-58000-0012, General Fund</td>
</tr>
<tr>
<td>November 11, 2013</td>
<td>Beth Baumert, Matt Bucher, Denise Geise, Austin Will</td>
<td>HEEL</td>
<td>Data Meetings (Title II), HEEL</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 11, 2013</td>
<td>Hayley Etzler, Machelle Fuelling, Susie Jones, Chris Schelm</td>
<td>HEEL</td>
<td>Data Meetings (Title II), HEEL</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 11, 2013</td>
<td>Elizabeth Barnes, Malissa Keane, Crystal Lantz, Kelsey Macke</td>
<td>HEEL</td>
<td>Data Meetings (Title II), HEEL</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 11-13, 2013</td>
<td>Amanda Arnold, Tiffany Smith</td>
<td>St. Louis Academy</td>
<td>STAR Training, PHLC</td>
<td>$250</td>
<td>N</td>
<td>Released time, registration, 010-12610-58000-0300, General Fund</td>
</tr>
<tr>
<td>November 11-13, 2013</td>
<td>Amanda Gossett</td>
<td>NHMS</td>
<td>STAR Training, PHLC</td>
<td>$250</td>
<td>N</td>
<td>Released time, registration, 529-12900-31900-0012, Technical Assistance Grant</td>
</tr>
<tr>
<td>November 11-13, 2013</td>
<td>Laura Dumas, Keri Lantz, Kim Stairs</td>
<td>SPSV</td>
<td>STAR Training, PHLC</td>
<td>$250</td>
<td>N</td>
<td>Released time, registration, 529-12900-31900-0012, Technical Assistance Grant</td>
</tr>
<tr>
<td>DATE(S)</td>
<td>ATTENDEE(S)</td>
<td>BUILDING</td>
<td>CONFERENCE TITLE &amp; LOCATION</td>
<td>MAXIMUM REIMBURSEMENT</td>
<td>SUB/BACKUP INFORMATION &amp; ACCOUNT NUMBER</td>
<td></td>
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<tr>
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<td>----------------------------------------</td>
<td></td>
</tr>
<tr>
<td>November 11-13, 2013</td>
<td>Mallari Daley</td>
<td>NHHS</td>
<td>STAR Training, PHLC</td>
<td>$250</td>
<td>Released time, registration, 529-12900-31900-0012, 529-12900-13000-0012, Technical Assistance Grant</td>
<td></td>
</tr>
<tr>
<td>November 11-13, 2013</td>
<td>Mindy Lake, Kelly Ohms</td>
<td>NHMS</td>
<td>STAR Training, PHLC</td>
<td>$250</td>
<td>Released time, registration, 529-12900-31900-0012, 529-12900-13000-0012, Technical Assistance Grant</td>
<td></td>
</tr>
<tr>
<td>November 11-13, 2013</td>
<td>Fran Stabler, Brenda Sweger</td>
<td>NHIS</td>
<td>STAR Training, PHLC</td>
<td>$250</td>
<td>Released time, registration, 529-12900-31900-0012, 529-12900-13000-0012, Technical Assistance Grant</td>
<td></td>
</tr>
<tr>
<td>November 11-13, 2013</td>
<td>Andrea Brooks, Katy Franz</td>
<td>NHPS</td>
<td>STAR Training, PHLC</td>
<td>$250</td>
<td>Released time, registration, 529-12900-31900-0012, 529-12900-13000-0012, Technical Assistance Grant</td>
<td></td>
</tr>
<tr>
<td>November 11-13, 2013</td>
<td>Beth Bixby, Linda Okleshen</td>
<td>PHLC</td>
<td>STAR Training, PHLC</td>
<td>$250</td>
<td>Released time, registration, 529-12900-31900-0012, 529-12900-13000-0012, Technical Assistance Grant</td>
<td></td>
</tr>
<tr>
<td>November 12, 2013</td>
<td>Nicholas Allen, Brittany Atkins</td>
<td>PHJH</td>
<td>Meeting with District Tech Coach to work on Tech Skills, PHJH</td>
<td>$0</td>
<td>Released time, 413-22120-11000-0073, Title 1 13-14</td>
<td></td>
</tr>
<tr>
<td>November 12, 2013</td>
<td>Mary Young</td>
<td>PHLC</td>
<td>STAR Training, PHLC</td>
<td>$250</td>
<td>Released time, registration, 529-12900-31900-0012, Technical Assistance Grant</td>
<td></td>
</tr>
<tr>
<td>November 12, 2013</td>
<td>Allison Baker, Mandy Lichty, Michel Mellady, Rachel Remenschneider, Michelle Stine</td>
<td>SOEL</td>
<td>8-Step, SOEL</td>
<td>$0</td>
<td>Released time</td>
<td></td>
</tr>
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<tbody>
<tr>
<td>November 12, 2013</td>
<td>Allyson Bradtmiller, Jazmine Johnson, Benita Robinson, Chris Roop, Lisa Unger, Amanda Walsh</td>
<td>SOEL</td>
<td>8-Step, SOEL</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 413-22120-11000-0057, Title 1 13-14</td>
</tr>
<tr>
<td>November 12, 2013</td>
<td>Mark Koos</td>
<td>WOHS</td>
<td>Data Analysis, WOHS</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 12, 2013</td>
<td>Lori Fendel, Anthony Girod, Ron Gremaux, Sandra Gruber, Jennifer Heffernan, Bradley McAlexander</td>
<td>WOHS</td>
<td>Curriculum Development, WOHS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 12, 2013</td>
<td>Doug Ahr, Jackie Miller, Tammy Miller, Becky Richhart, Wendy Singer, Brenda Wolfe</td>
<td>WOHS</td>
<td>Curriculum Development, WOHS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, PM, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 14, 2013</td>
<td>Ken Folks</td>
<td>ADMN</td>
<td>New Haven Chamber of Commerce Annual Meeting, New Haven</td>
<td>$40</td>
<td>N</td>
<td>Released time, registration, 010-23210-58000-0001, General Fund</td>
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<tr>
<td>November 14, 2013</td>
<td>Tamyra Kelly</td>
<td>ADMN</td>
<td>New Haven Chamber of Commerce Annual Meeting, New Haven</td>
<td>$40</td>
<td>N</td>
<td>Released time, registration, 010-23210-58000-0001, General Fund</td>
</tr>
<tr>
<td>November 14, 2013</td>
<td>Tina Antrim, Doug Hicks</td>
<td>EAU</td>
<td>PBIS Training, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time</td>
</tr>
<tr>
<td>November 14, 2013</td>
<td>Derek Bethay, Bonnie Bonelli</td>
<td>EAU</td>
<td>PBIS Training, PHLC</td>
<td>$0</td>
<td>Y $75</td>
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Meetings and Conferences
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<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
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<tbody>
<tr>
<td>November 14, 2013</td>
<td>Michelle Castle, Jennifer Elrod, Karen Hart</td>
<td>HEEL</td>
<td>Data Meetings (Title II), HEEL</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 14, 2013</td>
<td>Emily Hissong, Melissa Hudson, Allison Slusher</td>
<td>HEEL</td>
<td>Data Meetings (Title II), HEEL</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 14, 2013</td>
<td>Tina Asher, Linda Fultz</td>
<td>HEEL</td>
<td>Data Meetings (Title II), HEEL</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 14, 2013</td>
<td>Rebecca Meekin</td>
<td>SOEL</td>
<td>Observation per Evaluation, SOEL</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 010-11100-13000-0057, General Fund</td>
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<tr>
<td>November 14, 2013</td>
<td>Greg Bierbiem, Ron Crosby, Kirsten Crowe, Doug Curtis, Meagan Hartleroad, Paul Newberg, Ashlee Robbins, Carrie Shappell, Kevin Tubbs</td>
<td>LEHS</td>
<td>Data Analysis - Curriculum Feedback, LEHS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 14, 2013</td>
<td>Cheryl Ashton, Dave Boyce, Ryan Clark, Jillian DePew, Melissa Feidler, Kelly Mahoney, Holly McKanna, Jared Minnick, Shannon Sauder, Raisa Schnelker, Wendy Singer, Barb Yamano</td>
<td>LEHS</td>
<td>Data Analysis - Curriculum Feedback, LEHS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, PM, 683-22120-31200-0015, Title II A</td>
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<tbody>
<tr>
<td>November 18, 2013</td>
<td>Gwen Tomkinson</td>
<td>NHHS</td>
<td>Observe Guided Reading Program, PCA</td>
<td>$0</td>
<td>Y</td>
<td>Released time, PM, 688-22120-13000-0009, Title III</td>
</tr>
<tr>
<td>November 19, 2013</td>
<td>Matthew Parr, Nicole Sisson</td>
<td>HEHS</td>
<td>Curriculum Work Days, PHLC</td>
<td>$0</td>
<td>Y</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 19, 2013</td>
<td>Greg Bierbaum</td>
<td>LEHS</td>
<td>Algebra 2 and Geometry Curriculum, PHLC</td>
<td>$0</td>
<td>Y</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 19, 2013</td>
<td>Mark Fiedler</td>
<td>LEHS</td>
<td>Writing Health Curriculum, PHLC</td>
<td>$0</td>
<td>Y</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 19, 2013</td>
<td>Troy Guenin</td>
<td>NHHS</td>
<td>Algebra II Curriculum Editing, PHLC</td>
<td>$0</td>
<td>Y</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 19-20, 2013</td>
<td>Corey Knight, Eric Reynolds, Bernadette Weller</td>
<td>NHMS</td>
<td>Smekens Conference, Fort Wayne</td>
<td>$358</td>
<td>Y</td>
<td>Released time, registration, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 20, 2013</td>
<td>Dorcas Curry, Kevin Elrod, Brigitte Emrick, Jennifer Hale, Linda Koester, Renita Peters, Christy Sharp</td>
<td>LEEL</td>
<td>Critical Standards Data &amp; Instruction, LEEL</td>
<td>$0</td>
<td>Y</td>
<td>Released time, AM, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 20, 2013</td>
<td>Krista Erexson, Shannon Holcomb, Carl Kaylor, Amy Lewis, Kathy Lizer, Diane Riecken, Michael Starewich</td>
<td>LEEL</td>
<td>Critical Standards Data &amp; Instruction, LEEL</td>
<td>$0</td>
<td>Y</td>
<td>Released time, PM, 683-22120-31200-0015, Title II A</td>
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<tbody>
<tr>
<td>November 21, 2013</td>
<td>Bethany Hahn, Shannon McElmurray, Jill Meredith, Jody Mohr, Tracy Mull, Vicki Taylor, Nancy Zimmerman</td>
<td>LEEL</td>
<td>Critical Standards Data &amp; Instruction, LEEL</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 21, 2013</td>
<td>Jim Rowland</td>
<td>NHHS</td>
<td>Predictive A Data Meeting, NHHS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>November 21, 2013</td>
<td>Allyson Bradtmiller</td>
<td>SOEL</td>
<td>Observation per Evaluation, SOEL</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 010-11100-13000-0057, General Fund</td>
</tr>
<tr>
<td>November 25, 2013</td>
<td>Sheril Miller, Kim Reed Heisler</td>
<td>NHMS</td>
<td>Lesson Planning for Success Time, NHMS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 413-22120-11000-0060, Title I 13-14</td>
</tr>
<tr>
<td>November 25, 2013</td>
<td>Stephen Gurney, Darryl Springer</td>
<td>NHMS</td>
<td>Lesson Planning for Success Time, NHMS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, PM, 413-22120-11000-0060, Title I 13-14</td>
</tr>
<tr>
<td>November 26, 2013</td>
<td>Steve Romary</td>
<td>NHHS</td>
<td>AP Calculus Workshop, Indianapolis</td>
<td>$360</td>
<td>Y $75</td>
<td>Released time, registration, mileage, No Account # assigned yet, High Ability Grant 13-14</td>
</tr>
<tr>
<td>November 26, 2013</td>
<td>Hillary Braden, Robert Reynolds</td>
<td>NHMS</td>
<td>Lesson Planning for Success Time, NHMS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 413-22120-11000-0060, Title I 13-14</td>
</tr>
<tr>
<td>November 26, 2013</td>
<td>Michael Burris, Lila Vanderbilt, Bernadette Weller</td>
<td>NHMS</td>
<td>Lesson Planning for Success Time, NHMS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, PM, 413-22120-11000-0060, Title I 13-14</td>
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<tr>
<td>November 26, 2013</td>
<td>Nicholas Allen, Brittany Atkins, Donna Brite, Dave Broerman, Wayne Brooks, Jesse Evans, Nicole Federspiel, John Filutze, Shanna Glenn, Amber Hildreth, Algerine Hill, Kim Huffman, Jeff Lewis, Mark Nash, Jon Nichols, Mark Pranger, Abbey Rauch, Joshua Smith, Josh Sommer, David Stebing, Kayla Weaver, Amber Wilson</td>
<td>PHJH</td>
<td>Meeting with District Tech Coach to work on Tech Skills, PHJH</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 413-22120-11000-0073, Title 1 13-14</td>
</tr>
<tr>
<td>December 3, 2013</td>
<td>Nicole Sisson</td>
<td>HEHS</td>
<td>Curriculum Work Days, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>December 3, 2013</td>
<td>Mark Fiedler</td>
<td>LEHS</td>
<td>Writing Health Curriculum, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
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<tr>
<td>December 3, 2013</td>
<td>Nicholas Allen, Brittany Atkins, Donna Brite, Dave Broerman, Wayne Brooks, Jesse Evans, Nicole Federspiel, John Filutze, Shanna Glenn, Amber Hildreth, Algerine Hill, Kim Huffman, Jeff Lewis, Mark Nash, Jon Nichols, Mark Pranger, Abbey Rauch, Joshua Smith, Josh Sommer, David Stebing, Kayla Weaver, Amber Wilson</td>
<td>PHJH</td>
<td>Meeting with District Tech Coach to work on Tech Skills, PHJH</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 413-22120-11000-0073, Title 1 13-14</td>
</tr>
<tr>
<td>December 3-4, 2013</td>
<td>Jennifer Hunter</td>
<td>HEHS</td>
<td>2013 IYI Kids Count Conference, Indianapolis</td>
<td>$468</td>
<td>N</td>
<td>Released time, lodging, meals, mileage, 010-22190-58000-0004,</td>
</tr>
<tr>
<td>December 3-4, 2013</td>
<td>Gary Rogers, Christi Smeltzley</td>
<td>LEHS</td>
<td>2013 IYI Kids Count Conference, Indianapolis</td>
<td>$468</td>
<td>N</td>
<td>Released time, lodging, meals, mileage, 010-22190-58000-0004,</td>
</tr>
<tr>
<td>December 3-4, 2013</td>
<td>Shanon Nunley</td>
<td>NHHS</td>
<td>2013 IYI Kids Count Conference, Indianapolis</td>
<td>$468</td>
<td>N</td>
<td>Released time, lodging, meals, mileage, 010-22190-58000-0004,</td>
</tr>
<tr>
<td>December 3-4, 2013</td>
<td>Rose Fritzinger</td>
<td>STSV</td>
<td>2013 IYI Kids Count Conference, Indianapolis</td>
<td>$468</td>
<td>N</td>
<td>Released time, lodging, meals, mileage, 010-23220-58000-0014,</td>
</tr>
<tr>
<td>December 3-4, 2013</td>
<td>Andy Davis, Luray Riggle</td>
<td>WOHS</td>
<td>2013 IYI Kids Count Conference, Indianapolis</td>
<td>$468</td>
<td>N</td>
<td>Released time, lodging, meals, mileage, 010-22190-58000-0004,</td>
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<tbody>
<tr>
<td>December 5, 2013</td>
<td>Lois Goeglein</td>
<td>ADMN</td>
<td>Regional Data Services-Year End Meeting for all software users, Crown Point</td>
<td>$390</td>
<td>N</td>
<td>Released time, registration, mileage, 010-25160-58000-0007, General Fund</td>
</tr>
<tr>
<td>December 5, 2013</td>
<td>Mona Snider</td>
<td>ADMN</td>
<td>Regional Data Services-Year End Meeting for all software users, Crown Point</td>
<td>$280</td>
<td>N</td>
<td>Released time, registration, mileage, 010-25160-58000-0007, General Fund</td>
</tr>
<tr>
<td>December 6, 2013</td>
<td>James Rowland</td>
<td>NHHS/HEHS</td>
<td>IFCA Ratings Board All-State Selection, Indianapolis</td>
<td>$0</td>
<td>N</td>
<td>Released time</td>
</tr>
<tr>
<td>December 8-10, 2013</td>
<td>Ken Folks</td>
<td>ADMN</td>
<td>IAPSS Annual Meeting, Indianapolis</td>
<td>$617</td>
<td>N</td>
<td>Released time, registration, lodging, meals, 010-23210-58000-0001, General Fund</td>
</tr>
<tr>
<td>December 12, 2013</td>
<td>Nicole Sisson</td>
<td>HEHS</td>
<td>Curriculum Work Days, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>December 12, 2013</td>
<td>Mark Fiedler</td>
<td>LEHS</td>
<td>Writing Health Curriculum, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 683-22120-31200-0015, Title II A</td>
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<tr>
<td>December 12, 2013</td>
<td>Allyson Bradtmiller</td>
<td>SOEL</td>
<td>Observation per Evaluation, SOEL</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 010-11100-13000-0057, General Fund</td>
</tr>
<tr>
<td>December 13, 2013</td>
<td>Ken Folks</td>
<td>ADMN</td>
<td>ISBA School Law Seminar, Indianapolis</td>
<td>$260</td>
<td>N</td>
<td>Released time, registration, parking, 010-23210-58000-0001, General Fund</td>
</tr>
<tr>
<td>January 9, 2014</td>
<td>Tina Antrim, Doug</td>
<td>EAU</td>
<td>PBIS Training, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time</td>
</tr>
<tr>
<td>January 9, 2014</td>
<td>Derek Bethay,</td>
<td>EAU</td>
<td>PBIS Training, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 527-21110-13000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>January 10, 2014</td>
<td>Shelley Jenkins</td>
<td>LEHS</td>
<td>IMAC Grant Meeting, Indianapolis</td>
<td>$139</td>
<td>N</td>
<td>Released time, mileage, 010-22210-58000-0010, General Fund</td>
</tr>
<tr>
<td>February 5, 2014</td>
<td>Tina Antrim, Doug</td>
<td>EAU</td>
<td>PBIS Training, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time</td>
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<td>Derek Bethay, Bonnie Bonelli</td>
<td>EAU</td>
<td>PBIS Training, PHLC</td>
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<td>Y $75</td>
<td>Released time, 527-21110-13000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
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<td>Jim Rowland</td>
<td>NHHS</td>
<td>Predictive A Data Meeting, NHHS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>March 20, 2014</td>
<td>Tina Antrim, Doug Hicks</td>
<td>EAU</td>
<td>PBIS Training, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time</td>
</tr>
<tr>
<td>March 20, 2014</td>
<td>Derek Bethay, Bonnie Bonelli</td>
<td>EAU</td>
<td>PBIS Training, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 527-21110-13000-0012, IDEA Grant 12-13</td>
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<td>March 20-21, 2014</td>
<td>Darlene Lankenau</td>
<td>EAU</td>
<td>CSCTFL, Missouri</td>
<td>$0</td>
<td>Y $150</td>
<td>Released time, 010-25400-13000-0004, General Fund</td>
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<td>April 17, 2014</td>
<td>Jim Rowland</td>
<td>NHHS</td>
<td>Predictive A Data Meeting, NHHS</td>
<td>$0</td>
<td>Y $37.50</td>
<td>Released time, AM, 683-22120-31200-0015, Title II A</td>
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<td>April 22, 2014</td>
<td>Tina Antrim, Doug Hicks</td>
<td>EAU</td>
<td>PBIS Training, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time</td>
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<td>April 22, 2014</td>
<td>Derek Bethay, Bonnie Bonelli</td>
<td>EAU</td>
<td>PBIS Training, PHLC</td>
<td>$0</td>
<td>Y $75</td>
<td>Released time, 527-21110-13000-0012, IDEA Grant 12-13</td>
</tr>
<tr>
<td>June 8-20, 2014</td>
<td>Benjamin Shappell</td>
<td>LEHS</td>
<td>Visit Hawaii Institute of Marine Biology &amp; San Diego Zoo, Hawaii &amp; California</td>
<td>$2,500</td>
<td>N</td>
<td>Released time, registration, lodging, airfare, meals, misc., 010-24100-58000-0007, General Fund</td>
</tr>
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<td>June 10, 2014</td>
<td>Shelley Jenkins</td>
<td>LEHS</td>
<td>IMAC Grant Meeting, Indianapolis</td>
<td>$139</td>
<td>N</td>
<td>Released time, mileage, 010-22210-58000-0010, General Fund</td>
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ACTION AGENDA

November 5, 2013

Board Agenda Item 3.4

APPROVAL OF MINUTES
FROM THE REGULAR MEETING ON OCTOBER 15, 2013

Background:

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

Recommendation:

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

Kenneth H. Folks
Superintendent of Schools

Prepared: Julie Labie
Approved: Kenneth H. Folks
Budget: 
Legal: 
At a meeting held in the Board Room at the Administration Building, 1240 State Road 930 East, New Haven, Indiana, the Board of School Trustees of East Allen County Schools met at approximately 6:30 p.m. on October 15, 2013.

Board members present:

Neil S. Reynolds, President
Stephen L. Terry, Sr., Secretary
William D. Hartman (arrived at 6:35 p.m.)
Arden L. Hoffman
Terry Jo Lightfoot
Robert L. Nelson, Jr.

Board members absent:

Christopher T. Baker, Vice President

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. Tammya Kelly, Public Relations Liaison
Mrs. Rose Fritzinger, Director of Development
Mr. Keith Madsen, Interim Director of Technology
Mr. Doug Roemer, Director of Facilities
All Principals were in Attendance
Mrs. Becky Christensen, Administrative Intern, WOPS/WOIS
Mr. Ronald C. Crosby, President, East Allen Educator’s 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 October 15, 2013 was approved as presented.

1.4 Recognition

October is “National Principals’” month. The Board and Superintendent Folks recognized each of our principals for the essential roles they play in making a school great. In recognizing the principals, Mrs. Kelly said, “Principals are among the hardest working, yet often least recognized individuals in education. Principals set the academic tone for their schools, and it is their vision, dedication, and determination that provide the mobilizing force for achieving student success…we seek to honor these unsung heroes for their tireless efforts in pursuit of excellence in education.” In attendance and recognized were:

- Cedarville Elementary - Dr. Brad Bakle
- East Allen University - Mr. Doug Hicks
- EACS Alternative - Mr. Jeff Kline
- Heritage Elementary - Mrs. Karen Charters
- Heritage Jr./Sr. High - Mr. Matt Widenhoefer
- Leo Elementary – Mr. William Diehl
- Leo Jr./Sr. High - Dr. Neal Brown III
- New Haven Primary – Mrs. Teresa Knoblauch
- New Haven Intermediate - Mrs. Alicia Gatewood
- New Haven Middle - Mr. Doug Pickett
- New Haven High - Mr. Greg Mohler
- Prince Chapman Academy - Ms. Thelma Green
- Paul Harding Jr. High - Mrs. Teresa Gremaux
- Southwick Elementary - Mrs. Natalie Drummond
- Woodlan Primary & Intermediate - Mr. G. Michael Chen
- Woodlan Jr./Sr. High - Mr. Ron Kammeyer

2.0 PUBLIC EXPRESSIONS – AGENDA ITEMS

None.

3.0 CONSENT ITEMS

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

3.1 Human Resources Report and Addendum
3.2 Financial Reports
3.3 Meetings and Conferences
3.4 Minutes – Executive Session – October 1, 2013
3.5 Minutes – Regular Meeting – October 1, 2013

Motion: Terry Second: Nelson Vote: Aye: 6-0

PRESENTATION - Achievement/ISTEP+ Results

Assistant Superintendent Marilyn Hissong and Kurt Dager, Corporation Test Coordinator shared ISTEP+ results for the district and fielded questions from the Board.
4.0 **ACTION ITEMS**

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

13-1015-4.1 **Application and Receipt of Funds for Lilly Teacher Creativity Award(s)**

**Discussion:** None.

Motion: Terry 
Second: Hartman 
Vote: Aye: 6-0

13-1015-4.2 **Application and Receipt of Funds for Partnership with CANI Through Connecting Kids to Coverage Outreach and Enrollment Grant**

**Discussion:** None.

Motion: Terry 
Second: Lightfoot 
Vote: Aye: 6-0

13-1015-4.3 **Student Assistance Program Contract with Bowen Center for 2013-14SY**

**Discussion:** None.

Motion: Lightfoot 
Second: Nelson 
Vote: Aye: 6-0

13-1015-4.4 **School Improvement Plans**

**Discussion:** Board members expressed their appreciation to Administrators and Principals for getting these Plans put together in such a short time, and for providing the summary pages for them.

Motion: Terry 
Second: Nelson 
Vote: Aye: 6-0

13-1015-4.5 **Resolution to Adopt the 2014 Budget**

Motion: Hartman 
Second: Lightfoot

**Motion:** That this vote be tabled.

Motion: Hoffman 
(Motion failed for lack of a second.)

**Discussion:** Mr. Hoffman asked many questions which Mr. Stahly answered. Mr. Hartman asked President Reynolds to call for the vote.

**Call for the Question to End Debate:**

Vote: Aye: 5-1
Against: Hoffman

**Vote on Original Motion:**

Vote: Aye: 5-1
Against: Hoffman
13-1015-4.6 Resolution to Adopt Capital Projects Plan

**Discussion:** Mr. Hoffman asked many questions which Mr. Stahly answered. Mr. Hartman asked President Reynolds to call for the vote.

**Call for the Question to End Debate:**

| Vote: Aye: 5-1 | Against: Hoffman |

Motion: Hartman  
Second: Terry

13-1015-4.7 Resolution to Adopt Bus Replacement Plan

**Discussion:** Mr. Hoffman asked many questions which Mr. Stahly answered.

**Motion:** Terry  
Second: Lightfoot  
**Vote:** Aye: 5-1  
Against: Hoffman

13-1015-4.8 Resolution re: Balancing Accounts for the General Fund and Transportation Fund

**Discussion:** Several questions were asked.

**Motion:** Terry  
Second: Lightfoot  
**Vote:** Aye: 5-1  
Against: Hoffman

13-1015-4.9 Financial Advisor – City Securities

**Discussion:** Several questions were asked. Mr. Nelson wanted to make sure if the G.O. Bond fails that there would be no cost to EACS. Mr. Stahly assured the Board that there would be no cost.

**Motion:** Terry  
Second: Hartman  
**Vote:** Aye: 5-1  
Against: Hoffman

13-1015-4.10 Bond Council Agreement

**Discussion:** Several questions were asked. Mr. Nelson wanted to make sure if the G.O. Bond fails that there would be no cost to EACS. Mr. Stahly assured the Board that there would be no cost.

**Motion:** Terry  
Second: Nelson  
**Vote:** Aye: 5-1  
Against: Hoffman

13-1015-4.11 Woodlan K-12 Change Order - Brick Type/Color and Canopy Revision

**Discussion:** Mr. Hoffman asked questions which Mr. Stahly answered. Mrs. Lightfoot asked President Reynolds to call for the vote.

**Call for the Question to End Debate:**

| Vote: Aye: 5-1 | Against: Hoffman |

Motion: Hartman  
Second: Terry
5.0 INFORMATION/DISCUSSION ITEMS

INFORMATION ITEMS

5.1 Presentation - Student Exit Survey Report

Mrs. Tamyra Kelly, Public Relations Liaison, shared information gleaned from the Student Exit Surveys. The majority of students leaving our district are from our high schools.

5.2 Presentation – G.O. Bond

Assistant Superintendent Mr. Stahly and Mr. Rod Wilson of City Securities presented information to the Board. Mr. Hoffman asked questions, but President Reynolds asked that he hold his questions until later in the meeting (until Discussion Item 5.11).

5.3 Annual Report - ADM/Enrollment

Assistant Superintendent Dr. Mike Shaffer reported on our ADM and enrollment for this school year. We are down as a District approximately 100 students from the February count date.

5.4 Quarterly Report - 3rd Quarter Grants and Allocations

Information was presented by Mrs. Rose Fritzinger, Director of Development.

DISCUSSION ITEMS

5.5 Application and Receipt of Funds for Non-English Speaking Program Grant

Mrs. Fritzinger provided information for the Board.

5.6 Memorandum of Understanding between JAG-Indiana and East Allen County Schools (HEHS)

Dr. Folks provided information for the Board.

5.7 Memorandum of Understanding between JAG-Indiana and East Allen County Schools (NHHS)

Dr. Folks provided information for the Board.

5.8 Star/LINKS Curriculum Training Contract

Mrs. Brown provided information for the Board.

5.9 Engagement Letter for Monica Conrad

Mrs. Brown provided information for the Board.

5.10 Resolution Regarding the Bid for Purchase of Gasoline and Diesel Fuel

Mr. Stahly provided information for the Board.
5.11 G.O. Bond Resolutions (Appropriation Resolution and Bond Resolution)

Mr. Stahly provided information for the Board. Discussion followed. Mr. Hoffman is against taking out a G.O. Bond.

5.12 Direct Superintendent to Issue Notification of Possible Nonrenewal to Certain Administrators

Dr. Folks shared that this item is a requirement each year at this time.

6.0 PUBLIC EXPRESSIONS – NON-AGENDA ITEMS

None.

7.0 SUPERINTENDENT COMMENTS

Tomorrow is the end of the first nine weeks.

Dr. Folks thanked the Board members and Senator Dennis Kruse who attended New Haven Intermediate School’s National Blue Ribbon Celebration.

East Allen University’s Spell Bowl team has advanced to the State Competition. We wish them well.

An Executive Session has been set for Monday, October 21st from 6:00-8:00 p.m. Mr. Nelson will not be able to attend but will meet with a Board Officer and Legal Counsel Tuck Hopkins when he returns to be brought up to speed.

8.0 BOARD COMMENTS

Name  Topic
Arden Hoffman  Health Care/PPO Decision

9.0 ADJOURNMENT

There being no further business to discuss, Mr. Nelson moved to adjourn the meeting. Mr. Hartman seconded the motion and it was unanimously approved.

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, November 5, 2013 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 November 5, 2013.

EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES

President                                           Secretary
ACTION AGENDA

November 5, 2013

Board Agenda Item 3.5

APPROVAL OF MINUTES
FROM THE EXECUTIVE SESSION ON OCTOBER 21, 2013

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

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

Kenneth H. Folks
Superintendent of Schools

Prepared: Julie Labie
Approved: Kenneth H. Folks
Budget:
Legal:
EXECUTIVE SESSION MINUTES/MEMORANDA

The Board of School Trustees of East Allen County Schools does hereby certify that it held an Executive Session meeting on October 21, 2013, at 6:00 p.m., at the EACS Administration Building, located at 1240 State Road 930 East, New Haven, IN, and that it discussed no subject matter in such executive session other than the subject matter specified in the notice of such meeting, said subject matter being that checked below:

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

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

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

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

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

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

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

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

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

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

11. ( ) For the purpose of discussing strategy regarding school consolidation. (I.C. 5-14-1.5-6.1(b)(2)(E)).


Board Members Absent: Robert L. Nelson, Jr.

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

BY: ___________________________   BY: ___________________________

President                                      Secretary
Action Items
APPLICATION AND RECEIPT OF FUNDS
FOR NON-ENGLISH SPEAKING PROGRAM (NESP) GRANT

Background:
East Allen County Schools is eligible to request and receive $67,160.32 through the Indiana Department of Education’s Non-English Speaking Program (NESP) grant "to provide English language development instruction to K-12 Limited English Proficient (LEP) students in order to increase their English language proficiency and academic achievement." If the NESP application is approved, EACS will utilize the funds in a manner consistent with the intent of the funds and as submitted.

Recommendation:
That the Board of School Trustees approves the application and receipt of Non-English Speaking Program grant funds.

Prepared: Rose Fritzinger
Approved: Michael Shaffer
Budget:
Legal:
ABSTRACT

Non-English Speaking Program Grant SY2013/2014 from the Indiana Department of Education (IN-DOE)

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

The process of requesting the funding through an on-line grant application is a relatively new process that began with the SY10/11 application as a result of the increase in funding available through this IN-DOE initiative. It is anticipated that the average allocation per eligible student will be approximately $90.88 (SY12/13). The average per eligible student allocation for SY11/12 was higher than this amount. School districts with eligible Language Minority populations must complete an on-line application on or before 11/08/2013.

The East Allen County Schools SY2013/2014 allocation is based upon student data from SY2012/2013. The anticipated allocation for East Allen County Schools is $67,160.32 and is estimated based upon number of corporations submitting applications – if additional funds are available, the IN-DOE will likely distribute those remaining funds to eligible districts who completed a successful application. This allocation is based upon the Corporation’s LEP student count of 739 students taken during SY2012/2013. The SY12/13 allocation was $73,530.16.

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

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

If approved, the SY2013/2014 EACS Non-English Speaking Program Grant funding will be utilized in a manner consistent with the above-described / appropriate activities, materials and programming. Annually, EACS completes a report related to programming and financial use of these funds.

Representatives of East Allen County Schools respectfully request authorization to request and receive, if approved, the Non-English Speaking Program grant allocation detailed above.
ACTION AGENDA

November 5, 2013

Board Agenda Item 13-1105-4.2

MEMORANDUM OF UNDERSTANDING BETWEEN JAG-INDIANA AND EAST ALLEN COUNTY SCHOOLS (HEHS)

Background:

JAG-Indiana is a program financed through the federal Workforce Investment Act (WIA) for the purpose of creating partnerships committed to ensuring at-risk students remain in high school, attain employability skills, graduate, and receive follow-up services. JAG has been part of the Heritage Jr./Sr. High School program for several years and the administration is seeking permission to continue this partnership for the 2013-14 school year.

Recommendation:

That the Board of School Trustees approves the memorandum of understanding between JAG-Indiana and East Allen County Schools for the 2013-14 school year.

Kenneth H. Folks
Superintendent of Schools

Prepared: ____________________________

Approved: __________________________

Budget: ____________________________

Legal: ____________________________
MEMORANDUM OF UNDERSTANDING
between
JAG-INDIANA
And
East Allen County Schools

WHEREAS, this Memorandum of Understanding, entered into between JAG-Indiana and East Allen County Schools outlines the elements of a partnership to successfully implement and sustain JAG-Indiana Multi-Year Dropout Prevention Programs.

WHEREAS, JAG-Indiana is financed using federal Workforce Investment Act (WIA), corporate and foundation contributions, state funds and participating school funds and/or in-kind contributions. JAG-Indiana creates business, industry and education partnerships committed to achieve the mission of JAG to ensure that at-risk high school students remain in high school, attain employability skills through classroom and work-based learning experiences during high school, graduate and receive twelve (12) months of follow-up services by the JAG Specialist. In the follow-up period, JAG participants are successfully transitioned into a career and/or pursue a postsecondary education to enhance career entry and advancement.

WHEREAS, the JAG-Indiana Program is based on the JAG Model, the Multi-Year Dropout Prevention Program Application serves high school students during one or more years in high school (9th through 12th grades) and for an additional twelve (12) months of post-graduation follow-up services.

WHEREAS, the five (5) primary performance goals of the JAG Model in serving students are results-oriented and measurable at the conclusion of the 12-month follow-up period:
- a 90% graduation/GED rate;
- an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education;
- 60% of graduates are employed;
- 60% of employed graduates are in full-time jobs leading to careers; and
- 80% of the graduates are employed full-time and/or are combining work and school.

The process goals are measurable in grades 11-12:
- daily recording of information and data using e-NDMS to assure accuracy;
- reduction in the number of absences compared to prior year;
- improvement in GPA compared to prior year;
- reduction in the number of suspensions and expulsions compared to prior year;
- reduction in disciplinary actions;
- participation in the student-led Career Association;
- achieve gain scores in comparing JAG knowledge pre-tests and post-tests;
- involvement in no less than ten (10) hours of community service per month;
- enrollment in summer school to overcome any deficiencies;
- a return to school rate of 80% (as measured in September of each year);
- reduction in the number of barriers while enrolled in the Multi-Year Program;
- achieve the minimal number of contact hours per school year; and,
- satisfactory scores on any high stakes tests.
WHEREAS, the Electronic National Data Management System (e-NDMS) provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG's National Accreditation Process. JAG-State Organizations and JAG-Local Affiliates must receive standard accreditation to remain in good standing. It is understood that it may be the third year of operation before performance goals are achieved.

WHEREAS, the partners are totally committed to providing world-class school-to-career and/or dropout prevention programs, a process of continuous improvement will be implemented and maintained throughout the existence of the JAG-Indiana accredited program.

WHEREAS, the responsibilities of the funder, local Regional Workforce Board and/or Regional Operator, include:

1. Sponsor the local JAG-Indiana program by targeting WIA eligible participants.

2. Subcontract the responsibility of implementing the JAG-Indiana program within each designated school. This entity will be known as the Service Provider.

3. Conduct periodic school visits and reviews to ensure the JAG model and WIA rules are being followed. Assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JAG-Indiana and JAG.

WHEREAS, the responsibilities of the service provider include:

1. Provide a JAG Specialist that will follow the JAG model and deliver JAG Curriculum to eligible students.

2. Develop a positive working relationship within local communities, including school administrators, employers, postsecondary or technical schools, and community service organizations.

3. Ensure students are JAG and WIA eligible.

4. Complete JAG and WIA paperwork/data entry accurately and in a timely manner.

WHEREAS, the responsibilities of the state organization, JAG-Indiana, include:

1. Establish Jobs for America's Graduates, Inc. (JAG) accredited Multi-Year Dropout Prevention Program at the high school through a mutually beneficial partnership between JAG-Indiana and the school district and high school committed to the Regional Workforce Board and its named service provider, (name of provider) to achieving the performance goals previously stated.

2. Maintain an active, involved oversight body to provide leadership in the implementation, operation and continuous improvement of programs in Indiana which satisfy the accreditation standards of the JAG Program Model.

3. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the JAG Program Model.

4. Provide technical assistance and training to the JAG Specialist and other key staff of the participating school on the successful implementation and operation of a JAG accredited program.
5. Provide access to electronic JAG Model Books (including a SPECIALIST HANDBOOK, CAREER ASSOCIATION HANDBOOK, and NATIONAL CURRICULUM MODULES) and other program materials, publications and national communications to the participating school.

6. Provide staff development experiences for the JAG Specialist to assure understanding of the JAG Model and the Senior School-to-Career and/or Multi-Year Dropout Prevention Program Applications. Share best practices through planned local and state staff development activities and by attending the annual JAG National Training Seminar and Pre-NTS Workshops held annually in July.

7. Provide staff support and conduct periodic school quality assurance reviews and consulting visits to give encouragement, support, and feedback to the Specialist. Provide a periodic review of documentation required of a JAG accredited program committed to tracking students, services, and outcomes throughout one to four years and 12-month follow-up period. Every 1-2 years, JAG will conduct a site review and prepare an accreditation report for review by the JAG-Indiana oversight body, funding sources, management team and participating schools and Specialists.

8. Sponsor the annual JAG-Indiana State Career Development Conference, utilizing input from students, Specialists and members of the JAG-Indiana oversight body.

9. Conduct periodic school visits and reviews and assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JAG-Indiana and JAG.

WHEREAS, the responsibilities of East Allen County Schools and Heritage Jr/Sr High School include:

1. Allow access to the school by the JAG Specialist, including student records. The JAG Specialist takes personal responsibility for students with a goal of no less than 35 and no more than 45 students who are most at-risk of leaving school before graduation and/or becoming unemployed or underemployed after graduation. The targeted students will be eligible to receive services under the Workforce Investment Act.

2. Provide support necessary to make this program successful. Provide direct or in-kind contributions such as contribute support services including the use of appropriate classroom space, furnished office space, computer cart, computer with internet connectivity, projector, utilities, telephone, fax machine, printer, copier, etc. if not provided by the service provider.

3. Provide the JAG Model Program in a regularly scheduled class or classes for credit. Follow-up services will be provided each graduate including employer marketing, job development and placement services for twelve (12) months post-graduation. Non-graduates will receive follow-up services that will result in completion of requirements for a high school diploma or a GED certificate.

4. Establish an in-school Advisory Committee to assist the JAG Specialist in recruiting, screening and selecting students most in need of services delivered in Multi-Year Dropout Prevention Programs and provide on-going support for students and the JAG-Indiana program.

At a minimum, the committee will include one representative from administration, counseling staff, the faculty and the JAG Specialist. Ideally a business representative would also be on the committee. The Advisory Committee and Specialist are mutually responsible for recruiting, screening and selecting students who satisfy JAG criteria and are WIA eligible to receive the in-school and follow-up services of the program.

5. Provide scheduled time access to students during the school year as well as cumulative records for the purpose of identifying, screening, selecting and enrolling qualified students in the JAG Model accredited program.

---3---

JAG-Indiana Memorandum of Understanding
6. Provide for the scheduling of students and adequate contact time.

7. Provide classroom space for specialist-led competency-based instruction and appropriate facilities for the student-led Career Association activities. The school will also provide the use of other school facilities and equipment necessary to deliver the services of a JAG Model accredited program.

8. Provide for the coordination of the JAG-Indiana program and Career Association with other school programs and services where appropriate.

9. Enable students to attend statewide Leadership and Career Development Conferences held in the State of Indiana and provide transportation for students to attend these events.

10. Provide academic credit toward graduation to those students who successfully complete the JAG program that includes no less than nine (9) months of in-school and twelve (12) months of follow-up services. The Multi-Year Dropout Prevention Program may serve students in the 9th, 10th, 11th and 12th grades plus 12 months of follow-up services.

11. Support JAG-Indiana’s efforts to involve parents, family, employers, and community to meet the needs of JAG-Indiana students that will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period.

12. Work with JAG-Indiana to provide performance evaluations of the Specialist and assistance to achieve full compliance to the JAG Program Model standards.

13. Provide mandatory release time for the JAG Specialist to perform mandatory off campus employer marketing, job development, and placement responsibilities. Active face-to-face contacts with employers are essential to a successful Multi-Year Dropout Prevention Programs. The school will also sponsor substitute teachers and facilitate attendance at mandatory staff meetings, the annual JAG National Training Seminar and Workshops, annual statewide Career Development Conference and the National Student Leadership Conference. Substitute teachers will also cover up to 5 sick days.

14. Make transportation available to the students to attend JAG related field trips and state student conference.

15. Provide adequate school-based supervision to ensure that the JAG Specialist fulfills the responsibilities of this Memorandum of Understanding and achieves the performance standards of the JAG Program Model and requirements of any funding sources.

16. Provide feedback to JAG-Indiana that will result in the continuous improvement of the program to maintain accreditation by Jobs for America’s Graduates.
CONFIDENTIAL

WHEREAS, the responsibilities of Jobs for America's Graduates (JAG) include:

1. Provide technical assistance and training to the JAG-Indiana State Program Manager upon request.

2. Provide full access to copyrighted JAG model books and curriculum modules, operational guides, administrative manuals, Electronic National Data Management System (e-NDMS), etc. Network members can access electronic files of all JAG documents through the Private Documentation System behind the firewall at the JAG web site—www.jag.org.

3. Provide JAG Specialists with staff development opportunities through attendance at the annual JAG National Training Seminar and Pre-NTS Workshops at a reasonable registration fee.

4. Assist the JAG-Indiana management team and JAG Specialists with full implementation of JAG's Electronic National Data Management System (e-NDMS) designed to track students, services and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. JAG-State Organizations and JAG-Local Affiliates have access to the Electronic National Database that produces management information for decision-making and program and staff evaluation purposes.

5. Conduct accreditation of the JAG-Indiana State Organization to ensure conformity with process and performance standards as promulgated by JAG.

6. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

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JAG-Indiana Memorandum of Understanding
CONFIDENTIAL
PARTNERSHIP COMMITMENT

This Memorandum of Understanding is for the 2013-14 school year.

The partners mutually agree that the JAG Model program will operate within the principles, policies, procedures and JAG standards as outlined in this document and agreed to by the participating school, JAG-Indiana, and Jobs for America's Graduates.

It is a mutually agreed that efforts will be made to continue the JAG accredited program in subsequent school years based on:

- the availability of funding;
- an adequate number of students to make the program cost-effective;
- attainment of JAG Model performance goals; and
- mutual satisfaction with the program based on this Memorandum of Understanding.

This Contract may be terminated, in whole or in part, by the Regional Workforce Boards whenever, for any reason, the Regional Workforce Board determines that such termination is in its best interest. Termination of services shall be effected by delivery to the school corporation of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The school corporation shall be compensated for services properly rendered prior to the effective date of termination. The Regional Workforce Boards will not be liable for services performed after the effective date of termination. The school corporation shall be compensated for services herein provided but in no case shall total payment made to the school corporation exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

In agreement with the provisions of the Memorandum of Understanding, the partners affix their signatures in the spaces provided.

East Allen County Schools

Dr. Kenneth Folks, Superintendent

Date

Heritage Jr/Sr High School

Matt Windenhofer, Principal

Date

Service Provider – Community Action of Northeast Indiana, Inc.

Steve Hoffman

Date 9/17/13

Northeast Indiana Regional Workforce Investment Board

Kathleen Randolph

Date 9/22/13

State of Indiana

Charles R. Gillespie, Deputy Commissioner and Chief Financial Officer, Department of Workforce Development

Date 8/15/2013

JAG-Indiana Memorandum of Understanding
MEMORANDUM OF UNDERSTANDING BETWEEN JAG-INDIANA AND EAST ALLEN COUNTY SCHOOLS (NHHS)

Background:

JAG-Indiana is a program financed through the federal Workforce Investment Act (WIA) for the purpose of creating partnerships committed to ensuring at-risk students remain in high school, attain employability skills, graduate, and receive follow-up services. JAG has been part of the New Haven High School program for several years and the administration is seeking permission to continue this partnership for the 2013-14 school year.

Recommendation:

That the Board of School Trustees approves the memorandum of understanding between JAG-Indiana and East Allen County Schools for the 2013-14 school year.

[Signature]
Kenneth H. Folks
Superintendent of Schools

Prepared: ________________________________
Approved: ______________________________
Budget: ________________________________
Legal: ________________________________
MEMORANDUM OF UNDERSTANDING

between

JAG-INDIANA

And

East Allen County Schools

WHEREAS, this Memorandum of Understanding, entered into between JAG-Indiana and East Allen County Schools outlines the elements of a partnership to successfully implement and sustain JAG-Indiana Multi-Year Dropout Prevention Programs.

WHEREAS, JAG-Indiana is financed using federal Workforce Investment Act (WIA), corporate and foundation contributions, state funds and participating school funds and/or in-kind contributions. JAG-Indiana creates business, industry and education partnerships committed to achieve the mission of JAG to ensure that at-risk high school students remain in high school, attain employability skills through classroom and work-based learning experiences during high school, graduate and receive twelve (12) months of follow-up services by the JAG Specialist. In the follow-up period, JAG participants are successfully transitioned into a career and/or pursue a postsecondary education to enhance career entry and advancement.

WHEREAS, the JAG-Indiana Program is based on the JAG Model, the Multi-Year Dropout Prevention Program Application serves high school students during one or more years in high school (9th through 12th grades) and for an additional twelve (12) months of post-graduation follow-up services.

WHEREAS, the five (5) primary performance goals of the JAG Model in serving students are results-oriented and measurable at the conclusion of the 12-month follow-up period:

- a 90% graduation/GED rate;
- an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education;
- 60% of graduates are employed;
- 60% of employed graduates are in full-time jobs leading to careers; and
- 80% of the graduates are employed full-time and/or are combining work and school.

The process goals are measurable in grades 11-12:

- daily recording of information and data using e-NDMS to assure accuracy;
- reduction in the number of absences compared to prior year;
- improvement in GPA compared to prior year;
- reduction in the number of suspensions and expulsions compared to prior year;
- reduction in disciplinary actions;
- participation in the student-led Career Association;
- achieve gain scores in comparing JAG knowledge pre-tests and post-tests;
- involvement in no less than ten (10) hours of community service per month;
- enrollment in summer school to overcome any deficiencies;
- a return to school rate of 80% (as measured in September of each year);
- reduction in the number of barriers while enrolled in the Multi-Year Program;
- achieve the minimal number of contact hours per school year; and,
- satisfactory scores on any high stakes tests.
WHEREAS, the Electronic National Data Management System (e-NDMS) provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG’s National Accreditation Process. JAG-State Organizations and JAG-Local Affiliates must receive standard accreditation to remain in good standing. It is understood that it may be the third year of operation before performance goals are achieved.

WHEREAS, the partners are totally committed to providing world-class school-to-career and/or dropout prevention programs, a process of continuous improvement will be implemented and maintained throughout the existence of the JAG-Indiana accredited program.

WHEREAS, the responsibilities of the funder, local Regional Workforce Board and/or Regional Operator, include:

1. Sponsor the local JAG-Indiana program by targeting WIA eligible participants.
2. Subcontract the responsibility of implementing the JAG-Indiana program within each designated school. This entity will be known as the Service Provider.
3. Conduct periodic school visits and reviews to ensure the JAG model and WIA rules are being followed. Assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JAG-Indiana and JAG.

WHEREAS, the responsibilities of the service provider include:

1. Provide a JAG Specialist that will follow the JAG model and deliver JAG Curriculum to eligible students.
2. Develop a positive working relationship within local communities, including school administrators, employers, postsecondary or technical schools, and community service organizations.
3. Ensure students are JAG and WIA eligible.
4. Complete JAG and WIA paperwork/data entry accurately and in a timely manner.

WHEREAS, the responsibilities of the state organization, JAG-Indiana, include:

1. Establish Jobs for America’s Graduates, Inc. (JAG) accredited Multi-Year Dropout Prevention Program at the high school through a mutually beneficial partnership between JAG-Indiana and the school district and high school committed to the Regional Workforce Board and its named service provider, (name of provider) to achieving the performance goals previously stated.

2. Maintain an active, involved oversight body to provide leadership in the implementation, operation and continuous improvement of programs in Indiana which satisfy the accreditation standards of the JAG Program Model.

3. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the JAG Program Model.

4. Provide technical assistance and training to the JAG Specialist and other key staff of the participating school on the successful implementation and operation of a JAG accredited program.
5. Provide access to electronic JAG Model Books (including a SPECIALIST HANDBOOK, CAREER ASSOCIATION HANDBOOK, and NATIONAL CURRICULUM MODULES) and other program materials, publications and national communications to the participating school.

6. Provide staff development experiences for the JAG Specialist to assure understanding of the JAG Model and the Senior School-to-Career and/or Multi-Year Dropout Prevention Program Applications. Share best practices through planned local and state staff development activities and by attending the annual JAG National Training Seminar and Pre-NTS Workshops held annually in July.

7. Provide staff support and conduct periodic school quality assurance reviews and consulting visits to give encouragement, support, and feedback to the Specialist. Provide a periodic review of documentation required of a JAG accredited program committed to tracking students, services, and outcomes throughout one to four years and 12-month follow-up period. Every 1-2 years, JAG will conduct a site review and prepare an accreditation report for review by the JAG-Indiana oversight body, funding sources, management team and participating schools and Specialists.

8. Sponsor the annual JAG-Indiana State Career Development Conference, utilizing input from students, Specialists and members of the JAG-Indiana oversight body.

9. Conduct periodic school visits and reviews and assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JAG-Indiana and JAG.

WHEREAS, the responsibilities of East Allen County Schools and New Haven High School include:

1. Allow access to the school by the JAG Specialist, including student records. The JAG Specialist takes personal responsibility for students with a goal of no less than 35 and no more than 45 students who are most at-risk of leaving school before graduation and/or becoming unemployed or underemployed after graduation. The targeted students will be eligible to receive services under the Workforce Investment Act.

2. Provide support necessary to make this program successful. Provide direct or in-kind contributions such as contribute support services including the use of appropriate classroom space, furnished office space, computer cart, computer with internet connectivity, projector, utilities, telephone, fax machine, printer, copier, etc. if not provided by the service provider.

3. Provide the JAG Model Program in a regularly scheduled class or classes for credit. Follow-up services will be provided each graduate including employer marketing, job development and placement services for twelve (12) months post-graduation. Non-graduates will receive follow-up services that will result in completion of requirements for a high school diploma or a GED certificate.

4. Establish an in-school Advisory Committee to assist the JAG Specialist in recruiting, screening and selecting students most in need of services delivered in Multi-Year Dropout Prevention Programs and provide on-going support for students and the JAG-Indiana program.

   At a minimum, the committee will include one representative from administration, counseling staff, the faculty and the JAG Specialist. Ideally a business representative would also be on the committee. The Advisory Committee and Specialist are mutually responsible for recruiting, screening and selecting students who satisfy JAG criteria and are WIA eligible to receive the in-school and follow-up services of the program.

5. Provide scheduled time access to students during the school year as well as cumulative records for the purpose of identifying, screening, selecting and enrolling qualified students in the JAG Model accredited program.

   —3—
   JAG-Indiana Memorandum of Understanding
6. Provide for the scheduling of students and adequate contact time.

7. Provide classroom space for specialist-led competency-based instruction and appropriate facilities for the student-led Career Association activities. The school will also provide the use of other school facilities and equipment necessary to deliver the services of a JAG Model accredited program.

8. Provide for the coordination of the JAG-Indiana program and Career Association with other school programs and services where appropriate.

9. Enable students to attend statewide Leadership and Career Development Conferences held in the State of Indiana and provide transportation for students to attend these events.

10. Provide academic credit toward graduation to those students who successfully complete the JAG program that includes no less than nine (9) months of in-school and twelve (12) months of follow-up services. The Multi-Year Dropout Prevention Program may serve students in the 9th, 10th, 11th and 12th grades plus 12 months of follow-up services.

11. Support JAG-Indiana's efforts to involve parents, family, employers, and community to meet the needs of JAG-Indiana students that will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period.

12. Work with JAG-Indiana to provide performance evaluations of the Specialist and assistance to achieve full compliance to the JAG Program Model standards.

13. Provide mandatory release time for the JAG Specialist to perform mandatory off campus employer marketing, job development, and placement responsibilities. Active face-to-face contacts with employers are essential to a successful Multi-Year Dropout Prevention Programs. The school will also sponsor substitute teachers and facilitate attendance at mandatory staff meetings, the annual JAG National Training Seminar and Workshops, annual statewide Career Development Conference and the National Student Leadership Conference. Substitute teachers will also cover up to 5 sick days.

14. Make transportation available to the students to attend JAG related field trips and state student conference.

15. Provide adequate school-based supervision to ensure that the JAG Specialist fulfills the responsibilities of this Memorandum of Understanding and achieves the performance standards of the JAG Program Model and requirements of any funding sources.

16. Provide feedback to JAG-Indiana that will result in the continuous improvement of the program to maintain accreditation by Jobs for America's Graduates.
WHEREAS, the responsibilities of Jobs for America's Graduates (JAG) include:

1. Provide technical assistance and training to the JAG-Indiana State Program Manager upon request.

2. Provide full access to copyrighted JAG model books and curriculum modules, operational guides, administrative manuals, Electronic National Data Management System (e-NDMS), etc. Network members can access electronic files of all JAG documents through the Private Documentation System behind the firewall at the JAG web site—www.jag.org.

3. Provide JAG Specialists with staff development opportunities through attendance at the annual JAG National Training Seminar and Pre-NTS Workshops at a reasonable registration fee.

4. Assist the JAG-Indiana management team and JAG Specialists with full implementation of JAG's Electronic National Data Management System (e-NDMS) designed to track students, services and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. JAG-State Organizations and JAG-Local Affiliates have access to the Electronic National Database that produces management information for decision-making and program and staff evaluation purposes.

5. Conduct accreditation of the JAG-Indiana State Organization to ensure conformity with process and performance standards as promulgated by JAG.

6. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.
CONFIDENTIAL
PARTNERSHIP COMMITMENT

This Memorandum of Understanding is for the 2013-14 school year.

The partners mutually agree that the JAG Model program will operate within the principles, policies, procedures and JAG standards as outlined in this document and agreed to by the participating school, JAG-Indiana, and Jobs for America's Graduates.

It is a mutually agreed that efforts will be made to continue the JAG accredited program in subsequent school years based on:

- the availability of funding;
- an adequate number of students to make the program cost-effective;
- attainment of JAG Model performance goals; and
- mutual satisfaction with the program based on this Memorandum of Understanding.

This Contract may be terminated, in whole or in part, by the Regional Workforce Boards whenever, for any reason, the Regional Workforce Board determines that such termination is in its best interest. Termination of services shall be effected by delivery to the school corporation of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The school corporation shall be compensated for services properly rendered prior to the effective date of termination. The Regional Workforce Boards will not be liable for services performed after the effective date of termination. The school corporation shall be compensated for services herein provided but in no case shall total payment made to the school corporation exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

In agreement with the provisions of the Memorandum of Understanding, the partners affix their signatures in the spaces provided.

East Allen County Schools

Dr. Kenneth Folks, Superintendent

[Signature]

Date

New Haven High School

[Signature]

Date

Greg Mohler, Principal

Service Provider – Community Action of Northeast Indiana, Inc.

Steve Hoffman

Date 9/12/13

Northeast Indiana Regional Workforce Investment Board

[Signature]

Date 9/23/13

Kathleen Randolph

State of Indiana

[Signature]

Date 8/15/2013

Charles R. Gillespie, Deputy Commissioner and Chief Financial Officer, Department of Workforce Development

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JAG-Indiana Memorandum of Understanding
ACTION AGENDA

November 5, 2013

Board Agenda Item 13-1105-4.4

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CONTRACT WITH STAR AUTISM SUPPORT FOR
STAR/LINKS CURRICULUM TRAINING

Background:

EACS Special Services Department, in an effort to improve our instruction of students with Autism Spectrum Disorder to be more research-based and defensible, has identified STAR Autism Support as the curriculum best suited to improve outcomes for our students. STAR is a research-based curriculum (preK - 12) that follows a train-the-trainer model with 3 days initial pull-out training and follow-up coaching within each teacher's classroom for guided practice. Once trained and certified in this curriculum, EACS classrooms will be established as training sites for training additional staff.

Recommendation:

That the EACS Board of School Trustees approve the contract with STAR Autism Support for curriculum training and follow-up coaching, as presented, to be paid from the 2013 IDOE Dept. of Special Education Technical Assistance Grant.


Kenneth H. Folks
Superintendent of Schools

Prepared: Connie Brown
Approved: Dr. Kenneth Folks
Budget: 
Legal: 

AGREEMENT

This Agreement is entered into this ______ day of ________, 2013, by and between the East Allen County Schools and

STAR Autism Support

6663 SW Beaverton Hillsdale Hwy #119, Portland, OR, 97225.

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

1. STAR Autism Support will perform certain services for and on behalf of the East Allen County Schools. These services are described as 3 days of on-site training for identified teachers, with follow up one-to-one coaching within classrooms and will be performed on the following dates: Training dates: 11/11/13, 11/12/13, 11/13/13; Coaching dates: 3 days through the remainder of the 2013-14 school year, with dates 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:

   Tutor Cost: $21,150  Travel Cost: $5950

   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, excluding 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: _______ - _______ - _______ - _______

EACS Employee Administering This Agreement: Connie J Brown

PERSON OR FIRM PROVIDING SERVICES

Date of Signature __________________________

Signature __________________________

Title __________________________

EACS Fi-15 E

5/06 (R)
RESOLUTION REGARDING THE BID FOR PURCHASE OF GASOLINE AND DIESEL FUEL

Background:

East Allen County Schools is preparing to advertise the bid for the purchase of unleaded gasoline and diesel fuel to potentially award a fixed price contract. In order to obtain the bid which is most financially beneficial to the district, it is requested that the Board of School Trustees authorizes EACS Assistant Superintendent of Administrative Services, Kirby Stahly, and Director of Transportation, Mel Falkner to approve the award of the fuel bid contract provided the length of the contract does not exceed one year and the price does not exceed the amounts specified in the Resolution ($3.10/gallon - unleaded and $3.42/gallon - diesel).

Recommendation:

That the Board of School Trustees approves the resolution regarding the bid for purchase of gasoline and diesel fuel.

Prepared: Kirby W. Stahly
Approved: Kirby W. Stahly
Budget: Transportation Fund

$975,960
Legal: 

Kenneth H. Folks
Superintendent of Schools
Resolution Re: Bid for Purchase of Gasoline and Diesel Fuel

Whereas, East Allen County Schools is preparing to advertise a fuel bid to purchase Unleaded Gasoline and Diesel Fuel for the next calendar year. The requested bids are to include fixed price, current fluctuating price, and fluctuating price with ceiling. The bid may provide the opportunity to award a fixed price per gallon fuel bid.

Whereas, in 2006, East Allen County Schools paid an average of $2.31 per gallon for diesel fuel including tax. For unleaded, East Allen paid an average of $1.98 per gallon including taxes.

Whereas, in 2007, East Allen County Schools paid an average of $2.58 per gallon for diesel fuel including tax. For unleaded, East Allen paid an average of $2.30 per gallon including taxes.

Whereas, in 2008, East Allen County Schools paid an average of $3.01 per gallon for diesel fuel including tax. For unleaded, East Allen paid an average of $3.09 per gallon including taxes.

Whereas, in 2009 East Allen County Schools had fixed price contracts for the purchase of unleaded and diesel fuel at a cost of $2.05/gallon for unleaded and $2.353/gallon for diesel including taxes (bid price of $2.46/gallon).

Whereas, in 2010 East Allen County Schools had a fixed price contract for the purchase of diesel fuel at a cost of $2.496/gallon including taxes (bid price of $2.55/gallon). For unleaded, East Allen paid an average of $2.438 per gallon including taxes.

Whereas, in 2011, East Allen County Schools paid an average of $3.35 per gallon for diesel fuel and $3.10 for unleaded including taxes.

Whereas, in 2012, East Allen County Schools paid an average of $3.38 per gallon for diesel fuel and $3.15 for unleaded including taxes.

Whereas, in 2013 (as of 8/23/13), East Allen County Schools paid an average of $3.42 per gallon for diesel and $2.911 per gallon (bid award) for unleaded fuel including taxes.

Whereas, the ability to award fixed price contracts has been beneficial to EACS in the past and time is of the essence in being able to award a fuel bid on the date that the bid is received to lock prices in on the futures market.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS THAT:

1. The District’s Chief Financial Officer and the District’s Director of Transportation are authorized to approve the award of the fuel bid to the most responsible and responsive bidder without prior approval of the Board provided that the contract does not exceed one year and provided that the per gallon price does not exceed $3.10 for unleaded and $3.42 for diesel fuel.
2. The Board further agrees to approve and ratify any such bid award under the limitations outlined in Paragraph 1 of this Resolution.

Board of School Trustees  
By:  

Dated: November 5, 2013  

________________________  

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GENERAL OBLIGATION [GO] BOND RESOLUTIONS - APPROPRIATION RESOLUTION AND FINAL BOND RESOLUTION

Background:

East Allen County Schools has identified various needed repair/replacement projects throughout the district. The district does not have sufficient funds available or provided for in existing levies with which to pay for these projects. A $2 Million General Obligation [GO] Bond has been determined as a means to finance and proceed with the identified repair/replacement projects. Administration recommends the use of a $2 Million General Obligation Bond to make the identified building repairs.

Recommendation:

That the Board of School Trustees approves the Appropriation Resolution and Final Bond Resolution for the General Obligation Bonds not to exceed $2,000,000.

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: 
Legal: IC 6-1.1-20

Kenneth H. Folks
Superintendent of Schools
EXHIBIT A

APPROPRIATION RESOLUTION

WHEREAS, East Allen County Schools is a school corporation organized and existing under the provisions of IC 20-4; and

WHEREAS, the Board of School Trustees of said school corporation finds that the present facilities of the school corporation are not adequate to provide for the proper education of the pupils now attending or who will attend its schools; and

WHEREAS, the Board has determined to issue bonds of the school corporation in an amount not exceeding Two Million Dollars ($2,000,000) for the purpose of procuring funds to be applied on the cost of the maintenance and repairs to New Haven High School, New Haven Middle School, New Haven Intermediate School, New Haven Elementary School, New Haven Primary School, Cedarville Elementary School, Southwick Elementary School, Leo Jr./Sr. High School, Park Hill Learning Center and the Service Center (collectively, the "Projects") in said school corporation; and

WHEREAS, the estimated cost of the Projects at the present time is in the approximate amount of Two Million Dollars ($2,000,000), and the Board finds that no provision has been made on account thereof in the existing budget; that a need exists for the making of an additional appropriation for such purpose; now, therefore,

BE IT RESOLVED by the Board of School Trustees of East Allen County Schools that an appropriation of the proceeds of the General Obligation Bonds of 2013 in the amount of Two Million Dollars ($2,000,000) be and the same is hereby made to be applied on the cost of the Projects, said appropriation to include the incidental expenses necessary to be incurred in connection with the Projects and the issuance of bonds on account thereof; that said appropriation shall be in addition to all appropriations provided for in the existing budget, and shall continue in effect until the completion of the Projects.

Passed and Adopted this 5th day of November, 2013.

President, Board of School Trustees

ATTEST:

Secretary, Board of School Trustees
EXHIBIT B

FINAL BOND RESOLUTION

WHEREAS, East Allen County Schools (the "Issuer" or "School Corporation") is a school corporation organized and existing under the provisions of IC 36-12; and

WHEREAS, the Board of School Trustees (the "Board") of the School Corporation finds that the present facilities of the School Corporation are not adequate to provide the proper educational environment of the pupils now attending or who will attend its schools; and

WHEREAS, the Board finds that there are not sufficient funds available or provided for in existing tax levies with which to pay the total cost of the maintenance and repairs to New Haven High School, New Haven Middle School, New Haven Intermediate School, New Haven Elementary School, New Haven Primary School, Cedarville Elementary School, Southwick Elementary School, Leo Jr./Sr. High School, Park Hill Learning Center and the Service Center (collectively, the "Projects") and that the School Corporation should issue bonds in the maximum amount of Two Million Dollars ($2,000,000) for the purpose of providing funds to be applied on the cost of the Projects, and that bonds in such amount should now be authorized; and

WHEREAS, the School Corporation has been advised that the total aggregate cost of the Projects authorized herein will not exceed the lesser of: (i) $2,000,000; or (ii) the greater of (a) one percent (1%) of the total gross assessed value of property within the School Corporation on the last assessment date, or (b) $1,000,000 and, therefore, the bonds authorized herein will not be issued to fund a controlled project, as defined in IC 6-1.1-20-1.1; and

WHEREAS, the Board finds that each of the aforementioned Projects will total $1,000,000 or less of total costs per facility; and

WHEREAS, the net assessed valuation of taxable property in the School Corporation, as shown in the last final and complete assessment which was made in the year 2012 for state and county taxes collectible in the year 2013 is $2,228,368,226 and there is $5,685,000 of outstanding indebtedness of the School Corporation for constitutional debt purposes (excluding the bonds authorized herein); such assessment and outstanding indebtedness amounts shall be verified at the time of the payment for and delivery of the bonds; now, therefore,

BE IT RESOLVED by the Board of School Trustees of the Issuer that, for the purpose of obtaining funds to be applied on the cost of the Projects, there shall be issued and sold the negotiable, general obligations of the School Corporation to be designated as "General Obligation Bonds of 2013" (the "Bonds"). The Bonds shall be in a principal amount not to exceed Two Million Dollars ($2,000,000), bearing interest at a rate or rates not exceeding five percent (5%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable not earlier than July 15, 2014, and semi-annually thereafter on January 15 and July 15 in each year. Interest on the Bonds shall be calculated according to a 360-day year containing twelve 30-day months. The bonds shall be fully registered in the denomination of Five Thousand Dollars ($5,000) or integral multiples thereof, and shall mature or be subject to
mandatory redemption on January 15 and July 15 on the dates and amounts as determined by City Securities Corporation, but no later than January 15, 2017.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities as determined by the successful bidder or by negotiation with the purchaser, but in no event later than the last serial date of the Bonds as determined in accordance with the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on dates and in the amounts hereinafter determined in accordance with the above paragraph.

The original date shall be the date of delivery of the Bonds. The authentication certificate shall be dated when executed by the Registrar and Paying Agent.

Interest shall be paid from the interest payment date to which interest has been paid next preceding the date of authentication unless the bond is authenticated on or before the fifteenth day immediately preceding the first interest payment date, in which case interest shall be paid from the original date, or unless the bond is authenticated after the fifteenth day immediately preceding an interest payment date and on or before such interest payment date, in which case interest shall be paid from such interest payment date.

Interest shall be payable by check mailed one business day prior to the interest payment date to the person in whose name the bonds are registered on the bond register maintained at the principal corporate trust office of the bank selected as registrar and paying agent by the Superintendent (the "Registrar and Paying Agent") or successor registrar and paying agent, as of the fifteenth day immediately preceding such interest payment date or by wire transfer of immediately available funds on the interest payment date to the depositories shown as registered owners. Principal of the bonds shall be payable upon presentation of the bonds at the principal corporate trust office of the Registrar and Paying Agent in lawful money of the United States of America or by wire transfer of immediately available funds to depositories who present the bonds to the Registrar and Paying Agent at least two business days prior to the payment date. The bonds are transferable by the registered owner at the principal corporate trust office of the Registrar and Paying Agent upon surrender and cancellation of a bond and on presentation of a duly executed written instrument of transfer, and thereupon a new bond or bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. The bonds may be exchanged upon surrender at the principal corporate trust office of the Registrar and Paying Agent, duly endorsed by the registered owner for the same aggregate principal amount of bonds of the same maturity in authorized denominations as the owner may request.

The Issuer agrees that on or before the fifth business day immediately preceding any payment date, it will deposit with the Registrar and Paying Agent funds in an amount equal to the principal of, premium, if any, and interest on the Bonds which shall become due on the next payment date.

Notwithstanding any other provision of this Resolution, the Issuer will enter into an agreement with the Registrar and Paying Agent in which the Registrar agrees that upon any
default or insufficiency in the payment of principal and interest as provided herein, the Registrar will immediately, without any direction, security or indemnity file a claim with the Treasurer of the State of Indiana for an amount equal to such principal and interest in default and consents to the filing of any such claim by a bondholder in the name of the Registrar for deposit with the Registrar. Filing of the claim with the Treasurer of the State of Indiana, as described above, shall occur on or before the fifth business day prior to the payment date.

The Issuer has determined that the Bonds shall be held by a central depository system pursuant to an agreement between the Issuer and The Depository Trust Company, and have transfers of the Bonds effected by book-entry on the books of the central depository system. The Bonds shall be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company.

With respect to the Bonds registered in the register kept by the Paying Agent in the name of CEDE & CO., as nominee of The Depository Trust Company, the Issuer and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner (“Beneficial Owner”) of the Bonds with respect to (i) the accuracy of the records of The Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than The Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Issuer to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this Resolution. The Issuer and the Registrar and Paying Agent may treat as and deem The Depository Trust Company or CEDE & CO. to be the absolute Bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to Bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by Bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of The Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Issuer’s and the Paying Agent’s obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by The Depository Trust Company to the Issuer of written notice to the effect that The Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Resolution shall refer to such new nominee of The Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO. as nominee of The Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with
respect to such Bonds shall be made and given, respectively, to The Depository Trust Company as provided in a representation letter from the Issuer to The Depository Trust Company.

Upon receipt by the Issuer of written notice from The Depository Trust Company to the effect that The Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of The Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Issuer kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company, but may be registered in whatever name or names the Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

If the Issuer determines that it is in the best interest of the Bondholders that they be able to obtain certificates for the fully registered Bonds, the Issuer may notify The Depository Trust Company and the Registrar, whereupon The Depository Trust Company will notify the Beneficial Owners of the availability through The Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by The Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever The Depository Trust Company requests the Issuer and the Registrar to do so, the Registrar and the Issuer will cooperate with The Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner’s Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of a depository trust company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Issuer indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give The Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of The Depository Trust Company or CEDE & CO. or any substitute nominee, the Issuer and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from The Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and The Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the Bondholders for purposes of this Resolution and the Issuer and the Registrar and Paying Agent shall for such
purposes treat the Beneficial Owners as the Bondholders. Along with any such certificate or representation, the Registrar may request The Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner’s interest in the Bonds and the current addresses of such Beneficial Owners.

The full faith and credit of the School Corporation are hereby irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to their terms. In order to provide for the payment of the principal of and interest on the Bonds, there shall be levied in each year upon all taxable property in the School Corporation, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds. Such tax shall be deposited into the School Corporation's Debt Service Fund and used to pay the principal of and interest on the Bonds, when due, together with any fiscal agency charges. If the funds deposited into the Debt Service Fund are then insufficient to meet and pay the principal of and interest on the Bonds as they become due, then the School Corporation covenants to transfer other available funds of the School Corporation to meet and pay the principal and interest then due on the Bonds.

The School Corporation represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the School Corporation at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the School Corporation's indebtedness.

The Bonds are not subject to optional redemption prior to maturity.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the School Corporation, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date as stated above.

Each Five Thousand Dollars ($5,000) principal amount shall be considered a separate Bond for purposes of redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar.

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the
date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the School Corporation. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this ordinance on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest and redemption premium, if any, to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the School Corporation may deposit in trust with the Paying Agent, an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the School Corporation shall have no further obligation or liability in respect thereto.

If, when the Bonds authorized hereby shall have become due and payable in accordance with their terms, the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America the principal of and interest on which when due will provide sufficient moneys, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys, shall be held by the Registrar and Paying Agent for such purpose under the provisions of this Resolution, and provision shall also be made for paying all Registrar and Paying Agent’s fees and expenses and other sums payable hereunder by the Issuer, then all moneys, obligations and time certificates of deposit held by the Registrar and Paying Agent pursuant to this paragraph shall be held in trust and said moneys and the principal and interest of said obligations and time certificates of deposit when received, applied to the payment, when due, of the principal and the interest, and registered owners of bonds shall not be entitled to payment of any principal and/or interest from Issuer. The Registrar and Paying Agent shall within thirty (30) days after such obligations or time certificates of deposits shall have been deposited with it, cause a notice signed by the Registrar and Paying Agent to be mailed to the registered owners of all outstanding bonds and published once in a newspaper or financial journal published in Indianapolis, Indiana, setting forth (a) a description of the obligations so held by it, and (b) that the registered owners shall be entitled to be paid principal and/or interest from such funds and income of such securities held by Registrar and Paying Agent and not from Issuer.

The Bonds shall be executed in the name of Issuer by the manual or facsimile signature of the President of its Board of School Trustees, and attested by the manual or facsimile signature of the Secretary of said Board, who shall cause the seal of the school corporation to be imprinted or impressed on each of the Bonds. In case any official whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the issuance, authentication or delivery of such Bonds, such signature or such facsimile shall, nevertheless, be
valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

No bond shall be valid or obligatory for any purpose, unless and until authenticated by the Registrar and Paying Agent. Such authentication may be executed by an authorized representative of the Registrar and Paying Agent, but it shall not be necessary that the same person authenticate all of the Bonds issued. Issuer and the Registrar and Paying Agent may deem and treat the person in whose name a bond is registered on the bond register as the absolute owner thereof for all purposes, notwithstanding any notice to the contrary.

In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Issuer represents, covenants and agrees that:

(a) No person or entity, other than the Issuer or another governmental unit, will use proceeds of the Bonds or property financed by the bond proceeds other than as a member of the general public. No person or entity, other than the Issuer or another governmental unit, will own property financed by bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract or any other type of arrangement that differentiates that person’s or entity’s use of such property from the use by the public at large.

(b) No bond proceeds will be loaned to any entity or person. No bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the bond proceeds.

(c) The Issuer will, to the extent necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, rebate all required arbitrage profits on bond proceeds or other moneys treated as bond proceeds to the federal government as provided in Section 148 of the Internal Revenue Code of 1986, and will set aside such moneys in a Rebate Account to be held by the Treasurer in trust for such purpose.

(d) The Issuer will file an information report form 8038-G with the Internal Revenue Service as required by Section 149 of the Internal Revenue Code of 1986.

(e) The Issuer will not take any action nor fail to take any action with respect to the bonds that would result in the loss of exclusion from gross income for federal income tax purposes of interest on the bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the bonds, nor will the Issuer act in any other manner which would adversely affect such exclusion.

The Issuer represents that it reasonably expects that tax-exempt bonds, warrants and other evidences of indebtedness issued by or on behalf of it or any subordinate entity, during the calendar year in which the Bonds will be issued will be less than $10,000,000 principal amount. This amount includes all obligations issued by, or on behalf of the Issuer and subordinate entities, including building corporation bonds. At least 95% of the net proceeds of
the Bonds shall be used for governmental activities of Issuer. The Issuer hereby designates the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations acquired after August 7, 1986.

The Bonds shall be issued in substantially the following form, all blanks to be filled in properly prior to delivery:

| Registered |
| No. R-_____ |

| $____________ |

UNITED STATES OF AMERICA
State of Indiana County of Allen

EAST ALLEN COUNTY SCHOOLS
GENERAL OBLIGATION BOND OF 2013

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Original Date</th>
<th>Authentication Date</th>
<th>CUSIP</th>
</tr>
</thead>
</table>

Registered Owner:

Principal Sum:

East Allen County Schools (the "Issuer"), a school corporation organized and existing under the laws of the State of Indiana, in Allen County, Indiana, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner (named above) or to registered assigns, the Principal Sum set forth above in installments on the Maturity Dates set forth on Exhibit A [(unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided)] and to pay interest thereon at the Interest Rate per annum set forth on Exhibit A from the interest payment date to which interest has been paid next preceding the date of authentication hereof unless this bond is authenticated on or before June 30, 2014 in which case interest shall be paid from the Original Date, or unless this bond is authenticated after the fifteenth day immediately preceding an interest payment date and on or before such interest payment date, in which case interest shall be paid from such interest payment date, which interest is payable on July 15, 2014, and each January 15 and July 15 thereafter until the principal has been paid. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest shall be payable by check mailed one business day prior to the interest payment date to registered owners or by wire transfer of immediately available funds on the interest payment date to depositories shown as registered owners. Payment shall be made to the person or depository in whose name this bond is registered as of the fifteenth day immediately preceding such interest
payment date. Principal of this bond shall be payable upon presentation of this bond at the principal corporate trust office of the ________________, Indiana, (the "Registrar and Paying Agent") or by wire transfer of immediately available funds to depositaries who present the bonds to the Registrar and Paying Agent at least two business days prior to the payment date in lawful money of the United States of America. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Registrar and Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

This bond is one of an issue of bonds aggregating Two Million Dollars ($2,000,000), of like tenor and effect, except as to numbering, authentication date, denomination, interest rate, and date of maturity, issued by Issuer pursuant to a resolution adopted by the Board of School Trustees of the Issuer on October 1, 2013, as supplemented on November 5, 2013 (as supplemented, the "Resolution"), and in strict accordance with the governing statutes of the State of Indiana, particularly Indiana Code 20-48-1, for the purpose of providing funds to be applied on the cost of maintenance and repairs to New Haven High School, New Haven Middle School, New Haven Intermediate School, New Haven Elementary School, New Haven Primary School, Cedarville Elementary School, Southwick Elementary School, Leo Jr./Sr. High School, Park Hill Learning Center and the Service Center.

This bond is not subject to optional redemption prior to maturity.

[The bonds are subject to mandatory sinking fund redemption at a price equal to the principal amount thereof plus accrued interest to the date of redemption on January 15 and July 15 in accordance with the following schedules:

<table>
<thead>
<tr>
<th>Bonds Maturing</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds Maturing</td>
<td>Date</td>
<td>Amount</td>
</tr>
</tbody>
</table>

*Denotes Final Maturity

Notice of redemption identifying the bonds to be redeemed will be mailed to the registered owners of bonds to be redeemed.

If this bond is called for redemption, and payment is made to the Registrar and Paying Agent in accordance with the terms of the Resolution, this bond shall cease to bear interest from and after the date fixed for the redemption in the call.]

This bond shall be initially issued in a Book Entry System (as defined in the Resolution). The provisions of this bond and of the Resolution are subject in all respects to the provisions of the Letter of Representations between the Issuer
and the Depository Trust Company, or any substitute agreement, effecting such Book Entry System.

This bond is transferable in accordance with the Book Entry System or, if no such system is in effect, by the Registered Owner hereof at the principal corporate trust office of the Registrar and Paying Agent, upon surrender and cancellation of this bond and on presentation of a duly executed written instrument of transfer and thereupon a new bond or bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. This bond may be exchanged upon surrender hereof at the principal corporate trust office of the Registrar and Paying Agent, duly endorsed by the Registered Owner for the same aggregate principal amount of bonds of the same maturity in authorized denominations as the owner may request.

The Issuer and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof.

The full faith and credit of the School Corporation are hereby irrevocably pledged to the punctual payment of the principal of and the interest on this bond according to its terms. The School Corporation covenants that it will cause a property tax for the payment of the principal of and interest on this bond to be levied, collected, appropriated and applied for that purpose as set forth in IC 20-48-1-11. The bonds are subject to IC 6-1.1-20.6 regarding certain tax credits and the State of Indiana intercept of funds to pay debt service on the bonds.

This bond shall not be valid or become obligatory for any purpose until authenticated by the Registrar and Paying Agent.

The Issuer has designated this bond a qualified tax exempt obligation for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
IN WITNESS WHEREOF, Issuer has caused this bond to be executed in its name by the manual or facsimile signature of the President of its Board of School Trustees attested by the manual or facsimile signature of the Secretary of said Board.

EAST ALLEN COUNTY SCHOOLS

By: __________________________
    President, Board of School Trustees

Attest:

______________________________
Secretary, Board of School Trustees

AUTHENTICATION CERTIFICATE

This bond is one of the bonds referred to in the within mentioned Resolution.

______________________________
Registrar and Paying Agent

By: __________________________
    Authorized Representative

[END OF BOND FORM]

BE IT FURTHER RESOLVED that prior to the sale of the Bonds at public sale, notice of such sale shall be published once each week for two (2) weeks in the Journal-Gazette and the Fort Wayne News-Sentinel, the first of said publications to be at least fifteen (15) days prior to the date fixed for the sale of the Bonds and the last at least three (3) days prior, and in the Court and Commercial Record, a newspaper published in the City of Indianapolis, Indiana. At the time fixed for the opening of bids, the Board or its designated committee shall meet, all bids shall be opened in the presence of the Board or such committee, and the award shall be made by the Board or such committee.

The bond sale notice, when published, shall provide that each bid shall be in a sealed envelope marked "Bid for General Obligation Bonds of 2013," and the successful bidder shall provide a certified or cashier’s check in the amount of Twenty Thousand Dollars ($20,000), payable to the Issuer, to insure the good faith of the bidder. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds when ready for delivery, said check and the proceeds thereof shall be retained by the School Corporation as its liquidated damages. Said notice shall also provide that bidders for the Bonds shall name the purchase price for the Bonds, not less than 99% of par and the rate or rates of interest which the Bonds are to bear, not
exceeding five percent (5%) per annum; that said interest rate or rates shall be in multiples of $1/8^{th}$, $1/20^{th}$ or $1/100^{th}$ of one percent (1%); that the interest rate named for any maturity shall be equal to or greater than the immediately preceding maturity; and that the highest bidder shall be the one who offers the lowest net interest cost to the Issuer, to be determined by computing the total interest on all of the Bonds to their maturities and deducting therefrom the premium bid, if any, or adding the discount bid, if any. The bond sale notice shall state that the opinion of Ice Miller LLP, bond counsel of Indianapolis, Indiana, approving the legality of the Bonds, will be furnished to the purchaser at the expense of the School Corporation, so that the School Corporation will receive due credit therefor in the bidding. Said notice may contain such other terms and conditions as the attorney for the Issuer shall deem advisable.

Dr. Kenneth Folks, Mr. Kirby Stahly and Mr. Rod Wilson are appointed as a bid committee and are authorized to award the Bonds to the buyer consistent with this resolution.

If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

All resolutions, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed or amended.

This resolution may, from time to time hereafter, be amended without the consent of the owners of the Bonds, if in the sole discretion of the Board such amendment shall not adversely affect the rights of the owners of any of the Bonds.

This resolution shall be in full force and effect immediately upon its passage and signing by the Board of School Trustees.

BE IT FURTHER RESOLVED, that the form of the Continuing Disclosure Undertaking is hereby approved and the officers are authorized and directed to execute such Undertaking and any and all documents necessary to issue and deliver the Bonds.

Passed and Adopted this 5th day of November, 2013.

____________________________
President, Board of School Trustees

ATTEST:

____________________________
Secretary, Board of School Trustees
ACTION AGENDA

November 5, 2013

DIRECT SUPERINTENDENT TO ISSUE NOTIFICATION
OF POSSIBLE NONRENEWAL TO CERTAIN ADMINISTRATORS

Background:

In accordance with IC 20-28-8, it is required that the Board of School Trustees direct the superintendent to notify certain administrators that their administrative contract may be nonrenewed at the end of its term. This item meets the statutory time line for this requirement. Any administrator whose contract will be considered for nonrenewal must receive written notification prior to December 20, 2013.

Recommendation:

That the Board of School Trustees directs the Superintendent to issue notification of possible nonrenewal to certain administrators prior to December 20, 2013.

Kenneth H. Folks
Superintendent of Schools

Prepared: Kenneth H. Folks
Approved: ______________________
Budget: ______________________
Legal: ______________________
ACTION AGENDA

November 5, 2013

Board Agenda Item 13-1105-4.8

ENGAGEMENT LETTER TO RETAIN MONICA CONRAD SERVICES

Background:

East Allen County Schools has worked with Monica Conrad, of Hodges and Davis, for the past several years as counsel for the Special Services department for navigating legal matters pertaining to students with disabilities. Her assistance has been invaluable in ensuring the district avoids legal pitfalls under federal and state law, and she has successfully defended the district in a number of due process hearing proceedings as well, among other things. Ms. Conrad has recently joined Church, Church, Hittle, and Antrim, a larger firm with more resources to assist her in her work with East Allen County Schools. The fees for legal services remain the same as they were at her previous firm.

Recommendation:

That the EACS Board of School Trustees approves the letter of engagement to continue to retain Monica Conrad, now with Church, Church, Hittle, and Antrim as counsel for special education matters.

Kenneth H. Folks
Superintendent of Schools

Prepared: Connie Brown

Approved:

Budget:

Legal:
October 9, 2013

Via Facsimile & U.S. Mail

Dr. Kenneth Folks
Superintendent
1240 St. Rd. 930
New Haven, IN 46774

Ms. Connie Brown
Director of Special Education
East Allen County Schools
1000 Prospect Avenue
New Haven, IN 46774

Dear Dr. Folks and Ms. Brown:

Please consider the following as our engagement letter for legal services in connection with East Allen County Schools.

Given my new association with Church Church Hittle & Antrim we look forward to renewing our client relationship for the remainder of the 2013 year. As we have truly valued working with the East Allen County Schools on legal issues over the years. We will continue to provide East Allen County Schools quality legal services by being available for urgent student, staff or board needs. We also commit to providing you with legal guidance on new developments in law that impact your policy, procedures and practices in serving students, staff and your community. In the year ahead, we continue to be available to assist with matters such as student discipline, special education, teacher discipline and evaluation, collective bargaining, EEOC complaints, unfair labor practices, board representations, inservice training and policy development.

Our former charges for 2013, from Hodges & Davis will continue without changes (see enclosed copy of former engagement letter), those charges include any related travel time and costs, and out-of-pocket such as costs of courier service and photocopying. Our fees for services rendered will continue to be billed monthly and will be based on a review of the actual time expended at our standard hourly rates for attorneys and attorney-supervised paralegals, and will be determined in view of the complexities of the engagement, the difficulties encountered, and the nature of the services rendered. Attorney rates for 2013 will continue to be $170.00 for partner, $150.00 for services of Elizabeth Lucas Barnes, as an associate, and $85.00 for law clerks and paralegals.
October 9, 2013
Page Two

We thank you for the continued opportunity to work the East Allen County Schools and wish you a very quiet remainder of the 2013 calendar year. If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

Church Church Hittle & Antrim

By: [Signature]

Monica J. Conrad

MJC:cmr
Encls.
cc: Carla Matas, Office Administrator
Information
Items
East Allen County Schools
Group Health Insurance Annual Report
November 5, 2013
I. Types of Employee Insurance
East Allen County Schools has various types of insurance benefits available to its employees. The insurances include: group health (i.e. major medical, dental, prescription drugs, and vision); disability (i.e. short-term and long-term); corporation provided life insurance; voluntary life insurance; section 125 (i.e. pretax group health premiums, disability income protection, cancer coverage, dependent care, and medical expense reimbursement); and health savings account. In January 2011, EACS allowed employees the ability to select their benefits types from Medical/Rx, Dental, or Vision and in January 2013, EACS offered High Deductible Plans with an associated HSA to non-teacher employee groups.

II. Group Health Insurance
East Allen County Schools has a self-funded group health insurance plan. The funding for group health insurance is funded by the East Allen County Schools and its employees in accordance with labor agreements and district policies. All of the funds are deposited into a separate fund which is used exclusively for group health insurance costs. The funds for the plan are accounted for in the EACS Health Trust Fund (i.e. self-insurance fund). The group health insurance covers Life Insurance and Medical/Dental/Vision/Rx claims. Claims account for approximately 91% of the total cost. The remaining 9% (fixed costs) cover administrative fees (TPA), UR/PPO, Life, and Reinsurance (Stop Loss). The reinsurance (stop loss) policy covers individual claims in excess of $200,000 per year and caps the exposure level (aggregate level) of the insurance trust at 125% of expected claims. The reinsurance (i.e. specific and aggregate stop loss insurance) provider for 9/1/2013 - 8/31/2014 is Symetra. Reinsurance carriers are evaluated through quotes/proposals on an annual basis and the others (Life, UR/PPO, and TPA) are done about every three to five years. Employee Plans (aka Old National Insurance) is the third party administrator (TPA) for the plan. The preferred plan provider is Signature Care which includes an exclusive arrangement with Parkview Hospital. An East Allen County School Insurance Committee (composed of employees from various classification groups) meets on a quarterly basis to review the plan, hear appeals, and discuss plan specifics. East Allen County Schools has essentially three group health insurance plans and they are: 1. Teachers with a current $500 individual deductible with orthodontics; 2. Bus Drivers with a $500 individual deductible without vision or dental; and 3. All other groups with a $500 individual deductible without orthodontics. In 2013, EACS introduced two different High Deductible Plans with a corresponding Health Savings Account for non-teacher employee groups. The High Deductible Plans have deductible levels of $3,000/$6,000 with out-of-pocket maximums of $3,000/$6,000 or $5,000/$10,000. Also in 2013, EACS introduced Near Site Clinics within Parkview 1st Care Facilities along with a half time wellness coach provided by Parkview to reduce costs and improve the health of employees. Under the Federal Healthcare Reform, all of the EACS Plans (Teachers and Other Groups) are Non-Grandfathered Plans. Provided below are the financial results for the past seven (7) years:
### A. Financial Results

<table>
<thead>
<tr>
<th></th>
<th>09/06-08/07</th>
<th>09/07-08/08</th>
<th>09/08-09/09</th>
<th>09/09-08/10</th>
<th>09/10-08/11</th>
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<tbody>
<tr>
<td>Life, AD&amp;D, &amp; Stop Loss</td>
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<td>Administrative Fees</td>
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<td>218,200.60</td>
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<td>PPO Fees</td>
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<td>69,037.50</td>
<td>61,518.75</td>
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<td>56,160.00</td>
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<tr>
<td>Medical Claims</td>
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<td>8,718,402.17</td>
<td>7,357,986.66</td>
<td>8,726,575.08</td>
<td>7,713,933.19</td>
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<tr>
<td>Dental Claims</td>
<td>608,869.02</td>
<td>609,841.53</td>
<td>679,734.57</td>
<td>705,216.62</td>
<td>757,691.34</td>
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<tr>
<td>Vision Claims</td>
<td>187,482.45</td>
<td>174,575.84</td>
<td>200,399.74</td>
<td>200,502.21</td>
<td>195,351.63</td>
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<tr>
<td>Prescription Claims</td>
<td>2,351,253.51</td>
<td>2,196,246.04</td>
<td>2,131,532.36</td>
<td>2,473,392.96</td>
<td>2,484,906.12</td>
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<tr>
<td>Ahrens-Cobra</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Subtotal</td>
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<td>1,206,781.97</td>
<td>1,146,390.12</td>
<td>1,329,391.83</td>
<td>1,236,269.17</td>
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<tr>
<td>Less Specific Reimbursement</td>
<td>-1,237,871.84</td>
<td>-1,682,787.02</td>
<td>-1,189,937.24</td>
<td>-446,771.61</td>
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<tr>
<td>Total</td>
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<td>$11,013,994.95</td>
<td>$11,279,452.88</td>
<td>$12,844,620.22</td>
<td>$12,237,572.62</td>
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</table>

Average Monthly Members: 1,108
Total Cost / PEP: $826.50
Total Cost / PEP: $836.68
% Change: 1.2%
% Change: 1.2%

<table>
<thead>
<tr>
<th></th>
<th>09/11-08/12</th>
<th>09/12-08/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life, AD&amp;D, &amp; Stop Loss</td>
<td>659,860</td>
<td>846,867</td>
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<td>Administrative Fees</td>
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<td>214,024</td>
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<td>PPO Fees</td>
<td>53,195</td>
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<tr>
<td>Medical Claims</td>
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<tr>
<td>Dental Claims</td>
<td>686,214</td>
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<tr>
<td>Vision Claims</td>
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<td>Prescription Claims</td>
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<tr>
<td>Ahrens-Cobra</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td>14,017,497</td>
<td>13,367,762</td>
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<tr>
<td>Less Specific Reimbursement</td>
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<td>-926,439</td>
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<tr>
<td>Total</td>
<td>$12,744,936</td>
<td>$12,431,323</td>
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</table>

Average Monthly Members: 979
Total Cost / PEP: $1,085
Total Cost / PEP: $1,075
% Change: 9.3%
% Change: -0.9%

### B. 2013 and 2014 EACS Group Health Insurance Premiums

#### 1. Aggregate Level

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay (19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500 deductible (Teachers)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E only</td>
<td>$ 7,160</td>
<td>$ 6,444</td>
<td>$ 716</td>
<td>$ 37.68</td>
</tr>
<tr>
<td>E plus 1</td>
<td>$13,603</td>
<td>$11,018</td>
<td>$2,585</td>
<td>$136.05</td>
</tr>
<tr>
<td>Family</td>
<td>$20,762</td>
<td>$15,572</td>
<td>$5,190</td>
<td>$273.16</td>
</tr>
</tbody>
</table>

| $500 deductible (Administrators; School Board; ASPs; OSPs; TSPs; Custodial; Bus Technicians; Food Service Managers; Maintenance; Nurses; Paraprofessionals; and Secretaries) |         |               |               |              |
| E only        | $ 7,033 | $ 5,952       | $ 1,081       | $ 56.89      |
| E plus 1      | $13,361 | $10,057       | $3,304        | $173.89      |
| Family        | $20,392 | $15,350       | $5,042        | $265.37      |

| $500 deductible (Bus Drivers; no dental or vision) |         |               |               |              |
| E only        | $ 6,605 | $ 5,654       | $ 951         | $ 50.05      |
| E plus 1      | $12,549 | $ 9,554       | $2,995        | $157.63      |
| Family        | $19,153 | $14,583       | $4,570        | $240.53      |

<p>| $500 deductible (Food Service Regular Workers/30 hours/week) Medical/Dental/Vision |         |               |               |              |
| E only        | $ 7,033 | $ 5,204       | $ 1,829       | $ 96.26      |</p>
<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay (19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$13,361</td>
<td>$7,883</td>
<td>$5,478</td>
<td>$288.32</td>
</tr>
<tr>
<td>Family</td>
<td>$20,392</td>
<td>$12,031</td>
<td>$8,361</td>
<td>$440.05</td>
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</table>

2. Cafeteria Plan Level – 2013 and 2014

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay (19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$7,160</td>
<td>$6,444</td>
<td>$716</td>
<td>$37.68</td>
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<td>$125.47</td>
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<td>$16.84</td>
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<td>E only</td>
<td>$102</td>
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<td>$44</td>
<td>$2.32</td>
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<tr>
<td>E plus 1</td>
<td>$173</td>
<td>$600</td>
<td>$160</td>
<td>$8.42</td>
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<tr>
<td>Family</td>
<td>$245</td>
<td>$327</td>
<td>$82</td>
<td>$4.32</td>
</tr>
<tr>
<td>Dental</td>
<td>$11</td>
<td>$44</td>
<td>$44</td>
<td>$2.32</td>
</tr>
<tr>
<td>E only</td>
<td>$102</td>
<td>$173</td>
<td>$41</td>
<td>$2.16</td>
</tr>
<tr>
<td>E plus 1</td>
<td>$245</td>
<td>$327</td>
<td>$82</td>
<td>$4.32</td>
</tr>
<tr>
<td>Vision</td>
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<td>$102</td>
<td>$11</td>
<td>$0.58</td>
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<tr>
<td>E only</td>
<td>$102</td>
<td>$173</td>
<td>$41</td>
<td>$2.16</td>
</tr>
<tr>
<td>E plus 1</td>
<td>$245</td>
<td>$327</td>
<td>$82</td>
<td>$4.32</td>
</tr>
<tr>
<td>Family</td>
<td>$102</td>
<td>$173</td>
<td>$41</td>
<td>$2.16</td>
</tr>
</tbody>
</table>

$500 deductible (Administrators; School Board; ASPs; OSPs; TSPs; Custodial; Bus Technicians; Food Service Managers; Maintenance; Nurses; Paraprofessionals; and Secretaries)

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay (19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$7,033</td>
<td>$3,952</td>
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<td>$12,361</td>
<td>$10,057</td>
<td>$3,304</td>
<td>$173.89</td>
</tr>
<tr>
<td>E plus 1</td>
<td>$20,392</td>
<td>$15,350</td>
<td>$5,042</td>
<td>$265.37</td>
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<td>Family</td>
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<td>$3,132</td>
<td>$164.84</td>
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<td>$251.58</td>
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<tr>
<td>E only</td>
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<td>$54.32</td>
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<tr>
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<td>$9,417</td>
<td>$193</td>
<td>$3,132</td>
<td>$164.84</td>
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<td>$912</td>
<td>$193</td>
<td>$10.16</td>
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<tr>
<td>Dental</td>
<td>$36</td>
<td>$315</td>
<td>$36</td>
<td>$1.89</td>
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<tr>
<td>E only</td>
<td>$127</td>
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<tr>
<td>E plus 1</td>
<td>$193</td>
<td>$912</td>
<td>$36</td>
<td>$1.89</td>
</tr>
<tr>
<td>Vision</td>
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<td>$113</td>
<td>$13</td>
<td>$0.68</td>
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<tr>
<td>E only</td>
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<td>E plus 1</td>
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<td>$327</td>
<td>$69</td>
<td>$3.63</td>
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</table>

$500 deductible (Food Service Regular Workers/30 hours/week) Medical/Dental/Vision

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay (19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
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<td>$5,204</td>
<td>$1,829</td>
<td>$96.26</td>
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<tr>
<td>E only</td>
<td>$13,361</td>
<td>$7,883</td>
<td>$5,478</td>
<td>$288.32</td>
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<tr>
<td>E plus 1</td>
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<td>$12,031</td>
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<td>$440.05</td>
</tr>
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<td>$207.79</td>
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<td>$4.32</td>
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<td>$1.53</td>
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<tr>
<td>E plus 1</td>
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<td>$214</td>
<td>$88</td>
<td>$4.63</td>
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</table>
### 3. 2013 and 2014 High Deductible Health Plan with Health Savings Account – Option 1
[$3,000/$6,000 Deductible with $3,000/$6,000 Out-of-Pocket Maximum]

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>EACS HSA</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay (19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrators; School Board; ASPs; OSPs; TSPs; Custodial; Bus Technicians; Food Service Managers; Maintenance; Nurses; Paraprofessionals; and Secretaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical/Rx</td>
<td>E only</td>
<td>$5,865</td>
<td>$250</td>
<td>$5,323</td>
<td>$542</td>
</tr>
<tr>
<td></td>
<td>E plus 1</td>
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<td>$8,667</td>
<td>$2,477</td>
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<td></td>
<td>Family</td>
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<td>$1,000</td>
<td>$13,373</td>
<td>$3,635</td>
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<td>E only</td>
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<td>$250</td>
<td>$5,404</td>
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<td>$11,144</td>
<td>$750</td>
<td>$8,804</td>
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<td>$3,425</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Medical/Rx</td>
<td>E only</td>
<td>$5,865</td>
<td>$250</td>
<td>$4,340</td>
<td>$1,525</td>
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<td>$10,035</td>
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### 4. 2013 and 2014 High Deductible Health Plan with Health Savings Account – Option 2
[$3,000/$6,000 Deductible with $5,000/$10,000 Out-of-Pocket Maximum]

<table>
<thead>
<tr>
<th>Plan</th>
<th>Premium</th>
<th>EACS HSA</th>
<th>Board Subsidy</th>
<th>Employee Cost</th>
<th>Per Pay (19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrators; School Board; ASPs; OSPs; TSPs; Custodial; Bus Technicians; Food Service Managers; Maintenance; Nurses; Paraprofessionals; and Secretaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical/Rx</td>
<td>E only</td>
<td>$5,165</td>
<td>$750</td>
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<tr>
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<td>$14,978</td>
<td>$2,000</td>
<td>$12,373</td>
<td>$2,605</td>
</tr>
<tr>
<td>Bus Drivers</td>
<td>Medical/Rx</td>
<td>E only</td>
<td>$5,165</td>
<td>$750</td>
<td>$4,904</td>
</tr>
<tr>
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<td>E plus 1</td>
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<td>$1,500</td>
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<td>$1,759</td>
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<td>$2,000</td>
<td>$12,583</td>
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</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical/Rx</td>
<td>E only</td>
<td>$5,165</td>
<td>$750</td>
<td>$4,072</td>
<td>$1,093</td>
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<tr>
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<td>E plus 1</td>
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<td>$1,500</td>
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<td>$2,000</td>
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</tbody>
</table>

### C. Monthly Cost Per Employee History
- The average cost per employee per month is an indicator that is utilized for comparison purposes with other districts and national trends. Over the past five years the monthly cost per employee has increased 23.3%. This is an average of 4.7% per year, which is below the national medical trend.

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>Cost Per Employee</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/02 - 08/03</td>
<td>$581</td>
<td>n/a</td>
</tr>
<tr>
<td>09/03 - 08/04</td>
<td>$652</td>
<td>12.2%</td>
</tr>
<tr>
<td>09/04 - 08/05</td>
<td>$771</td>
<td>18.3%</td>
</tr>
<tr>
<td>09/05 - 08/06</td>
<td>$836</td>
<td>8.4%</td>
</tr>
<tr>
<td>09/06 - 08/07</td>
<td>$827</td>
<td>-1.1%</td>
</tr>
<tr>
<td>09/07 - 08/08</td>
<td>$837</td>
<td>1.2%</td>
</tr>
<tr>
<td>09/08 - 08/09</td>
<td>$872</td>
<td>4.2%</td>
</tr>
</tbody>
</table>
09/09 – 08/10 $1,011 16.0%
09/10 – 08/11 $ 984  -2.7%
09/11 – 08/12 $1,085  9.3%
09/12 – 08/13 $1,075  -1.0%

D. Insurance Trust Operating Balance

<table>
<thead>
<tr>
<th>Plan Year End</th>
<th>Acct Balance</th>
<th>Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 31, 2005</td>
<td>$1,674,900</td>
<td>Qty-12; Avg-801,555</td>
</tr>
<tr>
<td>August 31, 2006</td>
<td>$1,323,800</td>
<td>Qty 11; Avg-948,871</td>
</tr>
<tr>
<td>August 31, 2007</td>
<td>$2,818,376</td>
<td>Qty 13; Avg-896,167</td>
</tr>
<tr>
<td>August 31, 2008</td>
<td>$3,553,810</td>
<td>Qty 13; Avg-920,808</td>
</tr>
<tr>
<td>August 31, 2009</td>
<td>$5,255,857</td>
<td>Qty 11; Avg-918,040</td>
</tr>
<tr>
<td>August 31, 2010</td>
<td>$3,504,282</td>
<td>Qty 11; Avg-944,364</td>
</tr>
<tr>
<td>August 31, 2011</td>
<td>$3,560,278</td>
<td>Qty 12; Avg-1,008,377</td>
</tr>
<tr>
<td>August 31, 2012</td>
<td>$3,983,376</td>
<td>Qty 12; Avg-980,862</td>
</tr>
</tbody>
</table>

E. Claims in Excess of $100,000 History

9/1/02 – 8/31/03
- Two Participants
- $275,179.73 ($124,443.43 & $150,736.30)
- $736.30 above specific not considering corridor

9/1/03 – 8/31/04
- One Participant
- $119,786.67

9/1/04 – 8/31/05
- Three Participants
- $1,105,142.61 ($169,251.76, $255,992.67, and $679,898.18)
- $655K above specific not considering corridor

9/1/05 – 8/31/06
- Seven Participants
- $1,589,753.28 ($105,339.67, $114,224.74, $116,091.65, $157,794.47, $195,023.58, $209,170.73, and $692,039.44)
- $654K above specific not considering corridor

9/1/06 – 8/31/07
- Seven Participants
- $2,278,571.85 ($106,381.06, $149,218.95, $183,784.88, $194,832.04, $223,835.56, $434,131.28, $986,388.08)
- $1,273K above specific not considering corridor

9/1/07 – 8/31/08
- Eight Participants
- $2,765,810.48 ($102,147.34, $108,668.85, $122,918.08, $126,643.87, $137,645.32, $339,436.24, $503,783.27, $1,324,567.51)
- $1,718K above specific not considering corridor

9/1/08 – 8/31/09
- Five Participants
$975,567.77 ($118,688.31, $120,612.01, $168,330.21, $230,996.30, $336,940.94)
$218K above specific not considering corridor

9/1/09 – 8/31/10

Eleven Participants
$475K above specific not considering corridor

9/1/10 – 8/31/11

Eight Participants
$1,242,074.19 ($112,842.39, $117,917.44, $121,973.48, $129,588.53, $132,798.47, $150,258.33, $213,290.90, $263,404.65)
$127K above specific not considering corridor

9/1/11 – 8/31/12

Ten Participants
$1,274K above specific

9/1/12 – 8/31/13

Ten Participants
$2,297,980 ($101,461.34, $102,026.35, $104,191.24, $106,936.41, $109,929.00, $136,993.64, $240,778.60, $271,209.09, $291,543.37, $832,910.66)
$936K above specific

F. Medical Claims Greater Than $10,000

<table>
<thead>
<tr>
<th></th>
<th>09/06 – 08/07</th>
<th>09/07 – 08/08</th>
<th>09/08 – 08/09</th>
<th>09/09 – 08/10</th>
<th>09/10 – 08/11</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Claimants</td>
<td>150</td>
<td>129</td>
<td>146</td>
<td>163</td>
<td>154</td>
</tr>
<tr>
<td>Total Amount Paid</td>
<td>$5,356,706</td>
<td>$5,849,895</td>
<td>$4,430,806</td>
<td>$5,998,274</td>
<td>$5,071,904</td>
</tr>
<tr>
<td>% of Medical Claims</td>
<td>64.7%</td>
<td>67.1%</td>
<td>60.2%</td>
<td>68.7%</td>
<td>65.7%</td>
</tr>
<tr>
<td>% of People</td>
<td>5.7%</td>
<td>5.2%</td>
<td>6.1%</td>
<td>5.8%</td>
<td>6.6%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>09/11 – 08/12</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Claimants</td>
<td>161</td>
</tr>
<tr>
<td>Total Amount Paid</td>
<td>$6,851,677</td>
</tr>
<tr>
<td>% of Medical Claims</td>
<td>72.9%</td>
</tr>
<tr>
<td>% of People</td>
<td>5.8%</td>
</tr>
</tbody>
</table>

III. **EACS Life Insurance (AD&D):**

East Allen County Schools provides group life insurance to most employee groups at a very low cost to the employee. Employees that work a minimum of ten (10) hours per week are eligible for this group life insurance plan. Reduced benefits for active employees, occurs at age 70. Retirees are eligible until age 65, except administrators (retired after 10/1/04) who are eligible until age 70. Life benefits above $50,000 are taxable. The current rate charged per month is $0.14 per $1,000 (including AD&D). The approximate cost per year is $70,000. The life insurance program is with American United Life Insurance Company (AUL). Provided below are the benefit amounts for each employee group and the individual cost for each employee.
<table>
<thead>
<tr>
<th>Classification</th>
<th>Volume</th>
<th>Total Cost</th>
<th>Board Share</th>
<th>Employee Share</th>
<th>Employee %</th>
<th>Employee Per Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodians</td>
<td>$20,000</td>
<td>$33.60</td>
<td>$27.89</td>
<td>$5.71</td>
<td>17%</td>
<td>$0.30</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$20,000</td>
<td>$33.60</td>
<td>$27.89</td>
<td>$5.71</td>
<td>17%</td>
<td>$0.30</td>
</tr>
<tr>
<td>Bus Mechanics</td>
<td>$20,000</td>
<td>$33.60</td>
<td>$27.89</td>
<td>$5.71</td>
<td>17%</td>
<td>$0.30</td>
</tr>
<tr>
<td>Administrators</td>
<td>2.5xSalary</td>
<td>Varies</td>
<td>varies</td>
<td>varies</td>
<td>10%</td>
<td>$0.22</td>
</tr>
<tr>
<td>Teachers</td>
<td>$25,000</td>
<td>$42.00</td>
<td>$37.80</td>
<td>$4.20</td>
<td>26%</td>
<td>$0.34</td>
</tr>
<tr>
<td>Bus Drivers</td>
<td>$15,000</td>
<td>$25.20</td>
<td>$18.40</td>
<td>$6.80</td>
<td>26%</td>
<td>$0.36</td>
</tr>
<tr>
<td>Secretaries</td>
<td>$15,000</td>
<td>$25.20</td>
<td>$18.65</td>
<td>$6.55</td>
<td>26%</td>
<td>$0.34</td>
</tr>
<tr>
<td>Paraprofessionals</td>
<td>$10,000</td>
<td>$16.80</td>
<td>$12.43</td>
<td>$4.37</td>
<td>26%</td>
<td>$0.34</td>
</tr>
<tr>
<td>Food Service Workers</td>
<td>$10,000</td>
<td>$16.80</td>
<td>$12.43</td>
<td>$4.37</td>
<td>26%</td>
<td>$0.34</td>
</tr>
<tr>
<td>Food Service</td>
<td>$10,000</td>
<td>$16.80</td>
<td>$12.43</td>
<td>$4.37</td>
<td>26%</td>
<td>$0.34</td>
</tr>
<tr>
<td>Managers</td>
<td>$10,000</td>
<td>$16.80</td>
<td>$13.44</td>
<td>$3.36</td>
<td>20%</td>
<td>$0.18</td>
</tr>
<tr>
<td>Nurses</td>
<td>$10,000</td>
<td>$16.80</td>
<td>$13.94</td>
<td>$2.86</td>
<td>17%</td>
<td>$0.15</td>
</tr>
<tr>
<td>OSP/TSP</td>
<td>$25,000</td>
<td>$42.00</td>
<td>$37.80</td>
<td>$4.20</td>
<td>10%</td>
<td>$0.22</td>
</tr>
</tbody>
</table>

IV. **Disability Policies - Long-Term & Short Term**

East Allen County Schools currently has a disability policy with SunLife. Short-term is self-funded and disability begins after 90 calendar days. Long-term is fully funded by the carrier and begins after one (1) year. The benefit is 60% of the employee’s salary. Enrollment is 30 to 60 days after hiring based on employee classification. Premium contributions vary according to the employee classification. Certain employee groups are excluded (i.e. Food Service Workers, Bus Drivers, and Misc. Support Staff) and some recent meet & confer hires. The first year of the benefit is self-funded by EACS.

V. **Voluntary Term Life Insurance (AD&D):**

East Allen County Schools offers a voluntary life insurance benefit option to all employees that work more than 19 hours per week. American United Life is the carrier for this employee benefit. This is an after tax benefit for employees to increase their life insurance coverage up to five times their salary at an initial maximum amount of $100,000. Employees can also select dependent term life coverage.

VI. **Section 125:**

East Allen County Schools offers a Section 125 Plan (i.e. a broad range of benefits) to all employees that are scheduled to work more than 15 hours per week. American Fidelity is the Section 125 Vendor for East Allen County Schools. The available benefits are: pre-taxed group medical premiums; disability income insurance; cancer coverage; dependent care assistance; hospitalization / accident; and medical expense reimbursement.

VII. **2014 Group Health Insurance Rates**

Being a self funded Group Health Insurance Plan East Allen County Schools determines on an annual basis what the contribution rates will be. The level of contributions must be able to pay for claims (i.e. medical, Rx, dental, and vision) and fixed costs. Fixed costs include: purchase of reinsurance (stop-loss coverage) to protect the plan from individual and aggregate catastrophic claims; administrator (TPA) fees; PPO fees; and consultant fees. Typically the rates are established so that contributions are enough to cover both expected claims and fixed costs. The Operating Balance (August 31st) must be sufficient to cover the difference between maximum
annual cost and the expected annual cost or a 90 day run-off in case EACS would switch to a fully funded plan (i.e. Insurance Company). The cost projection for Plan Year 2013-14 is:

- **Cost Projection for 2013-14**
  - Maximum: $16,468,256
  - Expected: $13,375,515 [80% Claims & 100% Fixed]
  - 90 Day Run Off: $4,060,666

The Operating Balance on August 31, 2013 of $4,385,107 is sufficient to cover either of the two mentioned items. The monthly cost projections for Plan Year 2013-14 are:

- **Monthly Cost Per Employee Projection**
  - Maximum: $1,435.57 – Reinsurance Carrier – Aggregate Level
  - 80% Expected: $1,165.97
  - 75% Expected: $1,100.13
  - 2014 EACS Rates: $1,105.48 (75.4%)
  - 12/13 Actuals: $1,075

Based on this past year claim history and the rates in the new Parkview Agreement for 2014, the EACS Group Health Insurance Contribution Rates can remain the same as 2013.

**VIII. Comparison to State of Indiana Group Health Insurance Plan (Traditional PPO)**

IC 20-26-17 (HEA 1260-2011) requires school corporations to report information about the school’s employee health plans to the State Personnel Department annually on December 31. The goal is to limit a district’s share of the cost of healthcare coverage so that it does not exceed the State’s cost by more than twelve percent (12%). The HEA 1260 Compliance Timeline is provided below:

- **12/31/11**: School district files 1st report of their costs
- **2012**: Employer’s cost for plans beginning in 2012 should not exceed the State Plan cost by 12%
- **12/31/2012**: School district files 2nd report of their costs
- **02/14/2013**: (or 45 days after renewal) those with employer costs exceeding the State’s cost be greater than 12% submit plan to achieve compliance
- **12/31/2014**: School district files 4th report of their costs
- **01/01/2015**: (or end of the school’s current plan year) non-compliant school enrolls in the State plans.

Note: If a school district had a collective bargaining agreement in effect on 7/1/11 and its costs exceed the State’s cost by more than 12%, then the school district must become compliant when the collective bargaining agreement expires or when any provision of the agreement is reopened and changed; but, no earlier than the timeline above. On an annual basis at the end of the calendar year, East Allen County Schools files the “School Corporation Health Insurance Compliance Report” per IC 20-26-17-9. Provided below is the comparison of EACS Employer Costs vs. State Employer Costs:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Percentage of EACS Employer Costs vs. State Employer Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>99.0%</td>
</tr>
<tr>
<td>2012</td>
<td>92.5%</td>
</tr>
</tbody>
</table>

For the past two years, EACS contributions for group health insurance are clearly less than the State’s contribution for Health Insurance.
East Allen County Schools
Transportation – Annual Report
November 5, 2013
EACS Transportation Department Statistics

Current as of 10-24-2013

Here is a breakdown of the services that the EACS Transportation Department currently provides:

STUDENTS:
# of EACS students assigned to bus routes 8,648
# of private school students assigned to bus routes 1,235
Total # of students assigned to bus routes 9,883
# of actual bus riders per day, all public schools, averaged over a week 5,326 (61%)
# of actual bus riders per day, all private schools, averaged over a week 1,004 (81%)
Total # of actual riders, averaged over a week 6,360 (73%)
# of actual shuttle bus riders per day, all schools, averaged over a week 1,145
# of EACS students ineligible for transportation 573
# of students with special or physical needs requiring non-standard busing 242
# of students attending a school other than their home school, due to tuition transfers, ESL, special needs, choice 894
# of students transported to a school other than their home school, due to tuition transfers, ESL, special needs, choice 450

SCHOOLS:
Square miles in our district 344
Total # of EACS Schools 14
PLUS:
Special Needs Pre School (Parkhill) 1
Alternative Schools and Programs 4
Programs at Village El, Allen County Learning Academy, IREACH at Park Hill
Indiana School for the Deaf/Blind (Indianapolis)
# of private schools with EACS bus service 19
Total # of schools and programs serviced 38

Mileage and route statistics that show the magnitude of our operation. All miles, except extracurricular trips are with students on board.

Definitions used in the following sections:
Route: any busing that transports students to and/or from a school during normal school hours.
Regular Route: any route not requiring a mini bus.
Mini bus route: any route requiring a mini bus.
Run: a single trip consisting of picking up or dropping off students, and unloading or loading the same students at a school.
Shuttle: a run that consists of transporting a group of students between schools.
Supplemental route: any route that transports students to and/or from any destinations outside of standard busing schedules.
Loaded miles: Miles driven with students onboard.

ROUTES:
# of regular routes 93
# of mini bus routes 30
Total # of daily bus routes 123
# of supplemental routes 36
# of daily bus runs 491
ROUTE MILES:
Regular routes miles per day with students on board  5,477
Mini bus routes miles per day with students on board  1,398
Supplemental routes miles per day with students on board  1,019
**Total routes miles per day with students on board** 7,894
Empty miles per day, driving to/from first and last stops, to/from schools  2,687
**TOTAL MILES PER DAY WITH YELLOW BUSES** 10,581

*This is the same as driving from New Haven to Caracas, Venezuela and back every day.*

Longest daily route with students onboard (miles)  105
  One bus servicing Heritage Jr/Sr, a shuttle to the Alternative school,
  plus a second shuttle to ACLA (Wells Street)
Shortest daily route with students onboard (miles)  17
  One bus servicing New Haven HS/MS and Harding Jr High (AM only)
Average daily route with students onboard (miles)  52
Average daily route per driver (time)  4.5 hours

Expanding this out for the 180 school days, we travel with students on board:

Regular routes miles with students on board  985,845
Mini bus routes miles with students on board  251,601
Supplemental routes miles with students on board (165 days)  183,420
**Total routes miles per year with students on board** 1,420,866
Empty miles per year, driving to/from first and last stops, to/from schools  483,660
**TOTAL MILES PER YEAR WITH YELLOW BUSES** 1,904,526

2012-2013 Extra Curricular Trips:
Number of trips  2,010
Number of hours spent on trips  11,425
Number of miles driven for trips  114,742

We employ:

  # of regular route drivers  93
  # of special needs drivers  30
  # of technicians  5
  # of substitute bus drivers  18
  # of office staff, including administrators  4
  **Total # of Transportation Department employees** 150

EQUIPMENT:
  # of 66 passenger buses  10
  # of 78 passenger buses  90
  # of 81 passenger buses  1
  # of 84 passenger buses  16
  # of mini buses (9 with air conditioning)  32
  # of activity buses  9
  **Total # of buses in the fleet** 158
It costs:

Total 2008 transportation fund expenditures $5,243,959
Total 2009 transportation fund expenditures $5,051,018
Total 2010 transportation fund expenditures $5,226,169
Total 2011 transportation fund expenditures $6,011,058
Total 2012 transportation fund expenditures $6,336,883
New bus purchases (2012 Bus Replacement Plan) received in 2012 $552,482
Fuel Cost per year (2012) $940,172
Base Wages spent per week to transport students to and from school $57,863
Base Wages spent per week for non standard student transportation $6,627
Extracurricular trips drivers’ base wages per year 2012-2013 $119,279

Historical Comparisons October of 2005 to October 2012

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td># of public students eligible for transportation</td>
<td>8,882</td>
<td>8,871</td>
<td>8,818</td>
<td>8,648</td>
</tr>
<tr>
<td># of private school students requesting trans.</td>
<td>1,223</td>
<td>1,190</td>
<td>1,221</td>
<td>1,235</td>
</tr>
<tr>
<td>Total eligible for transportation</td>
<td>10,105</td>
<td>10,061</td>
<td>10,039</td>
<td>9,883</td>
</tr>
<tr>
<td># of students with non-standard busing requirements</td>
<td>189</td>
<td>247</td>
<td>258</td>
<td>242</td>
</tr>
<tr>
<td># of EACS students ineligible for busing</td>
<td>1,390</td>
<td>1,284</td>
<td>649</td>
<td>573</td>
</tr>
<tr>
<td>Total # of EACS Schools</td>
<td>18</td>
<td>18</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>PLUS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Needs Pre School</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Alternative Schools and Programs</td>
<td>6</td>
<td>6</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td># of Private Schools with EACS bus service</td>
<td>18</td>
<td>18</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td>Total # of schools and programs serviced</td>
<td>43</td>
<td>44</td>
<td>37</td>
<td>38</td>
</tr>
<tr>
<td>Total # of routes (drivers)</td>
<td>115</td>
<td>118</td>
<td>125</td>
<td>123</td>
</tr>
</tbody>
</table>

From pre-consolidation to now, 2010 to 2013, we have expanded routes by 4%. Our eligible rider counts have decreased over this time period by 2%. Our special needs bus ridership also decreased by 2%. EACS student enrollment decreased by 8% over the same time period.

DID YOU KNOW?

- Per Indiana law, the maximum speed for a yellow or special purpose (white) school bus on a county road is 40 MPH. On a state or federal highway it is 60 MPH.
- The red flashing lights on a yellow school bus do not come on until the bus is completely stopped and the entry door is opened. When you see our yellows, stop now! If you are about to drive by a bus with yellows flashing, the driver is about to open the entry door, then the reds will activate, and you will be passing a bus with red lights on.
- Our mini buses must keep the red stop arm activated until the student is secured inside the bus. In some cases this may take up to 5 minutes.
Discipline Report
School Year 2012-13

East Allen County Schools
Number of Expulsions by School

Expulsions 2012-13

- New Haven High: 13
- Woodland J/S: 7
- Heritage J/S: 4
- New Haven Middle: 4
- Paul Harding Jr: 1
- Leo J/S: 3
- Prince Chapman: 2
- New Haven Pri: 1
- Heritage Elem: 1

SCHOOL

Number of Expulsions
# Expulsions by School and Reason

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>Drugs</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>13</td>
</tr>
<tr>
<td>Deadly Weapons</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Handguns</td>
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Expulsion Reason Code "Other" includes such things as habitual misconduct, sexual harassment, theft, & receiving stolen property.

*See "Expulsion by Other Category" slide

Some students chose to be expelled instead of attending an alternative program.
## Expulsions for Other Category

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<td>Receiving Stolen Property</td>
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# Expulsion by Percentage

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<td>Battery</td>
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<td>Intimidation</td>
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<td>Defiance</td>
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</tr>
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<tr>
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<tr>
<td>Rifles/Shotguns</td>
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<tr>
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</tr>
<tr>
<td>Tobacco</td>
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<td>Legal Settlement</td>
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### Expulsion by Ethnicity

#### Expulsions by Ethnicity 2012-13

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<td><strong>3</strong></td>
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<td><strong>4</strong></td>
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</tbody>
</table>

**Pie Chart**

- **White**: 42%
- **Black**: 28%
- **Hispanic**: 8%
- **Asian or PI**: 11%
- **Multiracial**: 11%
# Elementary ISS and OSS

## IN SCHOOL AND OUT OF SCHOOL SUSPENSIONS 2012-13 BY ELEMENTARY SCHOOL

### IN SCHOOL SUSPENSIONS

<table>
<thead>
<tr>
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</tr>
<tr>
<td>New Haven Pri</td>
<td>13</td>
</tr>
<tr>
<td>Leo El</td>
<td>4</td>
</tr>
<tr>
<td>New Haven Int</td>
<td>1</td>
</tr>
<tr>
<td>Prince Chapman</td>
<td>147</td>
</tr>
<tr>
<td>Southwick</td>
<td>15</td>
</tr>
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<td>Woodlan Inter</td>
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Total ISS = 230

### OUT OF SCHOOL SUSPENSIONS

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<tr>
<td>Leo El</td>
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<td>Southwick</td>
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<td>Woodlan Inter</td>
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Total OSS = 323
## Middle and High School ISS and OSS

### IN SCHOOL AND OUT OF SCHOOL SUSPENSIONS 2012-13 BY MIDDLE/HIGH SCHOOL

<table>
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<th>School</th>
<th>NHMS</th>
<th>PHJH</th>
<th>EAU</th>
<th>HERITAGE J/S</th>
<th>LEO J/S</th>
<th>NHHS</th>
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![Bar chart for IN SCHOOL SUSPENSION](chart_1.png)

![Bar chart for OUT OF SCHOOL SUSPENSION](chart_2.png)
### OSS by Grade

#### SUSPENSIONS BY GRADE 2012-13

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<th>Gr 7</th>
<th>Gr 8</th>
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<th>Gr 10</th>
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Percentage Totals for OSS

- **Fighting**: 17%
- **Battery**: 8%
- **Defiance**: 21%
- **Profanity**: 9%
- **Intimidation**: 6%
- **Other**: 28%
- **Legal Settlement**: 0%
- **Other Firearms**: 0%
- **Tobacco**: 3%
- **Handguns**: 0%
- **Deadly Weapons**: 1%
- **Destruction of Property**: 1%
- **Attendance**: 2%
- **Drugs**: 3%
- **Rifles/Shotguns**: 0%
- **Alcohol**: 1%
- **Other**: 0%

**Legend**:
- Alcohol
- Drugs
- Deadly Weapons
- Handguns
- Rifles/Shotguns
- Other Firearms
- Tobacco
- Legal Settlement
- Other
- Fighting
- Battery
- Intimidation
- Profanity
- Defiance
- Attendance
- Destruction of Property
- Other
## OSS by Ethnicity

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### OSS Percentage by Ethnicity

- **White**: 45%
- **Multiracial**: 7%
- **Am Ind/Alaskan**: 0%
- **Asian or Pac Isl**: 3%
- **Hispanic**: 8%
- **Black**: 37%
## ISS by Grade

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### Graphs

**ELEMENTARY**

- **K**: 14
- **1**: 13
- **2**: 18
- **3**: 43
- **4**: 25
- **5**: 56
- **6**: 139

**MIDDLE/HIGH**

- **7**: 131
- **8**: 154
- **9**: 127
- **10**: 76
- **11**: 73
- **12**: 90

**GRADE LEVEL**

1. **K**: 14
2. **1**: 13
3. **2**: 18
4. **3**: 43
5. **4**: 25
6. **5**: 56
7. **6**: 139
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# 2012-13 IN SCHOOL SUSPENSION/OTHER

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# ISS by Ethnicity and Percentage

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### Ethnicity Percentages

- **American Indian/Alaskan**: 0%
- **Black**: 34%
- **Asian or PI**: 49%
- **Hispanic**: 5%
- **White**: 6%
- **Multiracial**: 6%
## Three Year Comparison of Suspensions/Expulsions

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Discussion

Items
ABSTRACT

SY2013/2014 High Ability funding

Allocated by the Indiana Department of Education Center for School Improvement and Performance

High Ability Gifted/Talented Education grants are available to school districts throughout Indiana. East Allen County Schools requests authorization to request and, if approved, receive funding in an amount of $59,923 (a decrease from $62,214 in SY12/13). The primary objective of this funding is to "provide differentiated instruction for high-ability students" in Grades K-12.

Beginning with SY07/08, the Indiana Department of Education funding requirements necessitated a review of the then current EACS programming for High Ability Gifted / Talented students. Our internal review continues and EACS provides programming to fulfill the High Ability requirements.

East Allen County Schools anticipates utilizing this funding in a manner similar to how our funding was utilized in SY12/13. The difference, beginning with our SY10/11 High Ability allocation, is that the entire allocation now goes to support High Ability programming directly through participation at conferences to increase differentiation for our high ability learners as well as through the purchase of materials / supplies and other appropriate uses as identified by building principals and teachers for the direct benefit of students identified as High Ability.

The High Ability funding is an allocation to Indiana school districts that request funding through this program. There are no matching requirements to obtain this funding. The allocated funds must be spent or encumbered by June 30, 2014 and liquidated entirely by September 30, 2014. Completed applications are due via the I-DOE’s on-line application system by December 6, 2013.

East Allen County Schools respectfully requests approval to request and receive, if approved, this High Ability SY13/14 funding to be utilized as detailed in the application.
~ ABSTRACT for 2013 / 2014 Safe Haven Funding ~

from the Indiana Department of Education (via Indiana Criminal Justice Institute)

For over a decade, East Allen County Schools (EACS) has requested and received funding through the Safe Haven program, sponsored by the Indiana Department of Education via the Indiana Criminal Justice Institute (ICJI).

In 2000/2001, these funds were used for safety equipment including but not limited to purchase of additional radio/emergency communication equipment for each school in our district; a Knox Box® security system for each of our school buildings; a set of Crisis Prevention Institute training videos on security topics which were used to train teachers, staff and parents on the most effective and appropriate methods of identifying and dealing with violent situations; and a Temp Badge System® for each school.

In 2001/2002, these Safe Haven funds were used to provide safety/security professional development - both in-house and within our region – to several EACS employees. This included but was not limited to EACS employees being trained in conflict mediation, character/pro-social skill development, anti-bullying programs, and implementation of the CLASS program at Monroeville Elementary as the pilot site for East Allen County Schools.

In 2002/2003 and 2003/2004, Safe Haven funds were used to provide training / professional development, safety / security equipment, communications equipment, and the development of an EACS Crisis Plan. Beginning in SY2009/2010, EACS requested and received Safe Haven funds to provide a School Resource Officer (SRO) in partnership with the New Haven Police Department. For the 2013-2014 school year, we will use these funds to continue to provide for a SRO at New Haven High School. If these Safe Haven funds are approved by ICJI, East Allen County Schools and the New Haven Police Department will share in the cash match requirement for this award. East Allen County Schools annually sets aside up to $50,000 for the salary / benefits for the SRO at New Haven. Safe Haven funds, when available, provide for a portion of that cash.

This year, only applicants who were successful in receiving a SY12/13 Safe Haven Award are eligible to apply for funds. According to the application documentation received by East Allen County Schools on October 16th, 2013, SY13/14 Safe Haven awards are estimated to consist of approximately 60% of the SY12/13 award amounts ($14,500 in SY12/13 will likely approximate $8,700 for SY13/14). Safe Haven is a competition.

In order to comply with the SY2013/2014 Safe Haven application deadline, EACS submitted an application by the October 23, 2013 deadline. For 2013/2014, East Allen County Schools respectfully requests approval to request and receive, if approved, Safe Haven funds from the Indiana Criminal Justice Institute (Juvenile Division) funds to offset the cost of providing a School Resource Officer (SRO) at New Haven High School.
Abstract
Indiana Criminal Justice Institute through the
2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

The Indiana Criminal Justice Institute has notified organizations and entities throughout Indiana that the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) program application window is now open for Indiana organizations to submit applications. The total amount available through this program funding approximates $3.1 million dollars. The range for award amounts is not known. The match for each grant is dependent upon the number of years the program has been in existence. For example, if funding is requested for year one or two of a new program, then there is no matching requirement. If, however, the program has been in existence for 3 years, the required match is 25%; 4 years, the required match is 50%; and five years, the required match is 75%. According to the application packet, the focus of JAG programming must be to “address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes and procedures.”

The purpose of the proposed funding is to support evidenced-based programs that will

- Improve public safety information sharing with statewide impact
- Be innovative and data-driven criminal justice programs

Definitions of “evidenced-based programs” can be found at the NREPP.SAMHSA.gov website. This is the Substance Abuse and Mental Health Services Administration (SAMHSA) website.

Because of the timing of the notification of this potential available funding, EACS has not yet solidified discussions with a partner organization. However, EACS anticipates completing an application for this potential funding. To that end, East Allen County Schools’ representatives anticipate partnering with one or more organizations. And, depending upon the programming that EACS selects to pursue for this potential application, the partnership organization(s) may include one or more of the following:

- Allen County Courts
- City of New Haven
- Other organization(s) to be named

Prior to submitting an application, a determination will be made by the partnering organizations as to who will serve as the legal / fiscal applicant and the responsibilities of each partner. The anticipation is that the organizations will complete a Memorandum of Understanding so that each party understands their roles / responsibilities in this proposed programming.

Under the leadership and direction of Superintendent Folks, EACS respectfully requests approval to work in partnership with one or more of the above-listed organizations to request and receive, if approved, funds from the Indiana Criminal Justice Institute in the form of this JAG funding to provide programming to benefit the EACS community.
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<tr>
<th>Employee Group</th>
<th>Management Proposal</th>
<th>Employee Group Proposal</th>
<th>Recommendation</th>
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<td>EACS Management is proposing no changes to the non-economic aspects of the food service workers' administrative guideline.</td>
<td>Food service workers did not propose any changes to the non-economic aspects of the food service workers' administrative guideline.</td>
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# RECOMMENDED NON-ECONOMIC MEET AND CONFER PROPOSALS

**Date:** October 15, 2013

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<td>One employee requested that EACS consider having EpiPens in every building as a preventative measure.</td>
<td>No changes to the non-economic aspects of the nurses’ administrative guideline. Currently, federal and state legislation do not require school districts to have EpiPens on hand. However, the district will closely monitor legislation to ensure compliance and evaluate the costs to the district associated with supplying EpiPens at each of our school buildings.</td>
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## Recommended Non-Economic Meet and Confer Proposals

**Date:** October 16, 2013

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**RECOMMENDED NON-ECONOMIC MEET AND CONFER PROPOSALS**
**Date:** ___ October 14, 2013 _______

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<th>Recommendation</th>
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<tr>
<td>Secretaries</td>
<td>EACS Management is proposing no changes to the non-economic aspects of the secretarial administrative guideline.</td>
<td>One employee requested that EACS hire candidates who are existing EACS employees within the secretarial classification for posted secretarial positions before going outside of the corporation or to other classification groups within EACS to fill the posted position. One employee requested that the Board consider consolidating the two Meet and Confer meetings (economic and non-economic) held each year into one meeting (addressing both economic and non-economic issues) each year.</td>
<td>Management reserves the right to hire the most qualified candidate, whether external or internal candidates, for posted positions. No changes to the non-economic aspects of the secretarial administrative guideline. Management would support consolidating the Meet and Confer meetings into one meeting each year. This consolidation would require a revision to Board Policy 2006.</td>
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ACTION AGENDA

November 19, 2013

Board Agenda Item

eFUNDs FOR SCHOOLS

Background:
We have been researching a source for online credit card payment for lunch/breakfast monies. We have had parents request this service and we feel offering an option for online credit/debit payment method would be a benefit to our patrons. A team of food service staff and a technology staff member took part in webinars and talked with possible vendors. We also contacted other school districts. We feel the best fit for our current and future needs would be with eFunds for Schools. This would be at no cost to the school district. Parents would pay a processing fee which is clearly stated on the website. The fee is $1 to pay online via bill pay method or a minimal fee if they wish to use credit/debit card method. eFunds does interface with our Meals Plus Point of Sale software. They can funnel monies to the various bank accounts needed, they offer many reporting options and have good reviews from other school districts currently using their service. We would like to sign an agreement to establish services and begin using eFunds as an option for parents in our Food Service meal payments. eFunds for Schools can also work with individual schools for online payment of their miscellaneous items such as Sport Passes, Special Events tickets, spirit wear, and so on.

Recommendation:
The Board of School Trustees would approve EACS signing an agreement with eFunds for Schools to implement online payment option for lunch monies. It is also recommended that individual schools be authorized to work with eFunds for Schools to set up any school specific purchases parents may wish to make via online payment.

Kenneth H. Folks
Superintendent of Schools

Prepared: Lois M. Goeglein
Approved:
Budget: No cost to EACS Food Service
Legal:
Introduction

- e-Funds for Schools is the most sophisticated and secure electronic payment service that gives parents the ability to pay for all school activities without writing a check or giving their children cash.
- Parents can pay the school 24 hours a day, 7 days a week.
- Parents can make payments from their checking account, debit card, or credit card.
- Parents have the flexibility of making payments through a link from the school’s website, by touch-tone phone and pre-authorized payments.
- e-Funds for Schools is a free service to the school. Parents who want access to this convenient payment service pay a small fee.
- The school receives daily reports that track all payments made each day.
- An electronic payment transaction file is produced daily that will import into the school’s lunch and student tracking programs.
- Average time for setup and staff training is less than 2 hours.
- A few minutes a day is all it takes to manage the program.
- Optional check conversion system is available to schools that believe they will still need to process some checks. The check conversion system scans and images checks, converting them into an electronic debit to the parent's checking account. Original paper checks are then shredded.

Pay

- e-Funds for Schools accepts payment at anytime, for unlimited school services from multiple payment platforms.

Save

- We support parents by depositing small amounts into their child’s college or savings account.

Share

- Promoting fund raising has never been easier. Sharing while you pay is a perfect way.
Risk Management

Processing payments, accepting donations, audit reporting and other functions related to a comprehensive school program brings a certain amount of risk.

The e-Funds for Schools payment network has undergone a series of Risk Assessment reviews.

A comprehensive Risk Assessment program has been established in order to provide required oversight of the services provided to your school. Risk Policies and Procedures are recommended and reviewed by the Risk Assessment Committee, with oversight from the Board of Directors.

Third Party Risk Assessment and IT Security Auditing firms perform annual reviews of the company’s payment network to ensure Risk Threats have been analyzed and sufficient Risk Controls have been established.

Pay  e-Funds for Schools accepts payment at anytime, for unlimited school services from multiple payment platforms.

Save  We support parents by depositing small amounts into their child’s college or savings account.

Share  Promoting fund raising has never been easier. Sharing while you pay is a perfect way.
POLICY TYPE: GOVERNANCE PROCESS

POLICY TITLE: GOVERNING STYLE

1. Parliamentary Authority: The parliamentary authority governing the Board shall be *Robert’s Rules of Order, Revised* in all cases in which it is not inconsistent with statute, administrative code, these policies, or other rules of order of this Board.

2. Board Meeting Structure: The Board shall conduct two (2) regular business meetings per month.

   From time to time, the Board may schedule special work sessions. All work sessions shall be open to the public, as provided in IC 20-26-4-3(d).

   The Board shall be the sole authority over its agenda. The Board President will exercise this control on behalf of the Board. However, any Board member - with a majority of the Board agreeing - can add business to, or delete business from, the agenda.

3. Consent Agenda Docket: The Board shall use a consent agenda to keep routine matters within a reasonable time frame. The following routine items may be included in a single resolution for consideration by the Board:

   A. Minutes of prior meetings;
   B. Bills for payment;
   C. Hiring of personnel;
   D. Resolutions that require annual adoption;
   E. Resignations and leaves;
   F. Miscellaneous items.

   A member of the Board may request any item to be removed from the consent resolution and defer it for a specific action and more discussion. No vote of the Board will be required to remove an item from the consent agenda. A single member's request shall cause an item to be relocated as an action item eligible

Policy Revised ____, 10/01/13
POLICY TYPE: GOVERNANCE PROCESS

POLICY TITLE: GOVERNING STYLE

for discussion. Also, any item on the consent agenda may be removed from the consent agenda and discussed as a non-action item or be deferred for further study and discussion at a subsequent Board meeting if the Superintendent or any Board member thinks the item requires further discussion, and a majority of the Board members present agree.

4. General Operating Principles: Operating principles define the beliefs, values, and methods of working together. To assure quality operations, leaders must agree on basic ways of working together. The manner in which the Board conducts its business becomes a model throughout the District for administrators, teachers, staff, parents and students on how problems are solved. The complexities of operating a school corporation cannot be fully addressed in policy, procedures, or operating principles. Working with people and handling difficult and controversial issues on a daily basis requires good judgment, common sense, a strong trust relationship not only among members of the Board but also between Board and staff. Such a strong trust relationship recognizes that every complaint cannot be resolved to the satisfaction of all parties involved and that every issue or concern will not always be foreseen. For these reasons, trust in each other, allowance for error, and team efforts to address problems are the key elements of the Board’s general operating principles.

The Board recognizes that open communications require trust, respect, and a fundamental belief in goodwill among Board members and staff. Individual Board members must work to minimize misunderstandings and reduce conflict. To achieve that goal, Board members shall address disagreements privately and not make disparaging remarks about one another or an official Board action in public. In addition, Board members shall:

A. Support each other constructively and courteously;

B. Maintain confidentiality where required;

C. Allow themselves and others the freedom to admit mistakes;

D. Focus their discussion on issues, not personalities - free of defensiveness;

E. Balance their honesty with sensitivity to others;

Policy Revised _____, 10/01/13
POLICY TYPE: GOVERNANCE PROCESS

POLICY TITLE: GOVERNING STYLE

F. Uphold the integrity of every individual;

G. Avoid compromising the Board as an institution or individual Board members with internal or external organizations or groups;

H. Pursue through understanding at all times;

I. Involve those parties who will be affected by the decision and the solution;

J. Commit to getting to know one another and the ideas that are important to individuals;

K. Encourage one another to participate in policy development discussion in a way that recognizes the diversity and expertise of individual Board members;

L. Disagree with one another in a positive and constructive fashion;

M. Watch "tone of voice", "choice of words", and other actions that spell the difference between discussion, debate, and argument;

N. Handle personal/personnel concerns in private;

O. Give as much attention to the manner in which disagreements are presented as given to any particular issue; and,

P. Agree, once policies are approved by a majority of the members of the Board, to support the adopted policies even if the Board member had spoken against the proposals initially.

The Board will not take final action on a complaint during the meeting at which it is presented. The Board will respond to any complaint in a timely fashion after ample time is allowed for the issue to be given the thorough review and study it

Policy Revised ____, 10/01/13
warrants. The Board does not hear specific complaints related to individual staff members in open session, unless required by law to do so. The Board does not hear appeals of the expulsion examiner's student due process determinations.

The Board recognizes that the identification and evaluation of alternatives, an awareness of short and long-term consequences, an appreciation for the needs of the group as well as individuals, and sensitivity toward collective action are essential to the decision-making process.

The Board recognizes that self-evaluation is a cornerstone of effective leadership. Therefore, the Board will conduct an annual evaluation of the Board's performance and process.

The Board recognizes that the implementation of, and compliance with, these operating principles is essential to maintaining the integrity of the Board. Therefore, if a Board member or the Superintendent is reported to have knowingly or inadvertently violated a principle agreed to in this statement of general operating principles, the Board President will take the initiative to discuss the alleged violation with the individual reported. The purpose of the discussion will be to determine the reason for the reported deviation from the stated general operating procedures. The Board President will report the results of the discussion to the rest of the Board for their information.

5. Officers of the Board: The officers of the Board shall be a President, a Vice President, and a Secretary. These officers shall be elected annually at the first Board meeting in January. The sitting President shall conduct the election for the office of President even if the sitting President is a candidate for re-election. The newly-elected President shall then conduct the remaining elections.

No elected officer may serve more than two (2) consecutive terms in the same office.

6. Role of the Board President: The Board President assumes a more involved and active role in conducting the business of the School Corporation. Some major areas of the Board President's responsibility include:

   A. Acting as spokesperson for the Board to the public, staff and press;
B. Planning meeting agendas with the Superintendent;

C. Being responsible for chairing all Board meetings;

D. Overseeing the implementation of, and monitoring compliance with, the Board’s stated operating principles; and,

E. Overseeing the implementation of, and monitoring compliance with, the Board’s policy on public participation at meetings.

7. Use of Facsimile Signatures: For purposes of this policy, a facsimile signature includes a facsimile signature stamp or an electronic signature. All employment contracts and any changes made in the terms of any employment contracts, with the exception of the Superintendent’s employment contract, may be signed by use of facsimile signatures. Specific use of a facsimile signature on any other District document can only be authorized by the Board on its own motion or resolution. The District treasurer shall be responsible for the securing and safekeeping of the facsimile signatures and for the use of the same on all Board-approved documents.
This Agreement is entered into this _____ day of ___________, 2013, by and between the East Allen County Schools and Dr. Rick Van Acker, 927 Douglas Ave., Elgin, IL 60120.

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

1. __Dr. Rick Van Acker__ will perform certain services for and on behalf of the East Allen County Schools. These services are described as _______a maximum of 6 days for student observations and staff consultation/training______________ and will be performed on the following dates: TBD

2. In return for the services described above, the East Allen County Schools agrees to pay the person performing the services as follows: $1200-$1400/day + travel costs. 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

EACS Employee Administering This Agreement: __Connie J Brown__

PERSON OR FIRM PROVIDING SERVICES

Date of Signature ______________________________

______________________________
Signature

______________________________
Title

Account Number: 010 - 21810 - 314 - 012

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

Board Agenda Item

COURSE FEES FOR EAST ALLEN UNIVERSITY

Background:

East Allen University adds one grade level each year. Courses and fees are added to accommodate the new grade level of students. Fees will include EACS courses and tuition fees associated with Vincennes University. Attached are the fees for current freshmen and sophomores as well as a copy of the Vincennes agreement.

Recommendation:

That the Board of School Trustees approves the EAU textbook and course fee schedule for the 2013-14 school year which includes textbooks, digital content, workbooks, consumable materials, and tuition.

Kenneth H. Folks
Superintendent of Schools

Prepared: Mary Lee Jones
Approved: Marilyn Hissong
Budget: 
Legal:
E. Vincennes University and East Allen County Schools will each maintain separate academic records necessary for their purposes for all dual-enrollment coursework.

F. East Allen County Schools will maintain records of all high school courses.

IV. Student Fees
A. Dual-enrollment courses taught by East Allen County Schools employed instructors will be taught at $25 per credit per student.
B. Dual-enrollment courses when taught by Vincennes University faculty will be taught at $75 per credit per student.
C. Students on free or reduced lunch are taught at no cost.
D. At least ten non-free or reduced lunch students must be enrolled in dual-enrollment courses taught by Vincennes University faculty.
E. East Allen County Schools will be responsible for sending a documented list of all students qualifying for the free or reduced lunch program to the Office of the Assistant Provost of Curriculum and Instruction at Vincennes University by September 30.

V. Fee Collection
A. Vincennes University will bill East Allen County Schools students according to parameters defined in Section IV, Student Fees.
B. Vincennes University will send a tuition bill to East Allen County Schools on October 15 for the Fall semester, March 15 for the Spring semester, and July 1 for X-semester.

VI. Student Financial Aid
A. Dual-enrollment students are not eligible for Student Financial Aid through Vincennes University, but may pursue financial assistance independently.
B. Vincennes University will provide counseling to students prior to high school graduation including the following:
   1. Answer general questions about financial aid and assist students in the completion of financial aid forms.
   2. Provide placement services for students who are eligible for work-study or who are seeking part-time employment.

VII. Program Costs
A. Salaries and benefits of employees will be paid by the partner who has hired the employee.
B. East Allen County Schools will provide the materials, supplies, equipment, and maintenance contracts required to conduct mutually agreed upon Vincennes University courses.
C. The East Allen County Schools will provide all of the office supplies for the early college office.
D. The East Allen County Schools will provide necessary phones, computers, printers, and technology supplies for Vincennes University uses at the East Allen County Schools University in the High School facility according to the East Allen County Schools technology standards.
E. All Vincennes University employees at the University in a High School site will be connected to the Vincennes University network at the expense of Vincennes University.
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*Each Sophomore has the opportunity to earn up to 11 credit hours. (All EAU sophomores take Spanish)

**Every EAU Freshman has the opportunity to earn 5 credit hours
ACTION AGENDA

November 19, 2013

Board Agenda Item _______________________

GROUP HEALTH INSURANCE AGREEMENTS

Background:

The Board of School Trustees approved the selection of Parkview Health Systems on October 1, 2013. This is the formal approval of all of the associated documents. There will be five (5) agreements to approve: 1) PPO/Hospital; 2) Employee Assistance & Wellness Services; 3) Medical Services - Near Site Clinic; Pharmacy (still in process); Nursing (still in process). The first three (3) agreement drafts are attached. The Pharmacy and Nursing agreements are still in process. All of these documents will include the three (3) year out clause that the Board required.

Recommendation:

That the Board of School Trustees approves the agreements with Parkview Health Systems.

Kenneth H. Folks
Superintendent of Schools

Prepared: Kirby W. Stahly
Approved: Kirby W. Stahly
Budget: __________________________________
Legal: __________________________________
 LETTER of AGREEMENT

This Letter of Agreement (hereinafter “Agreement”) is entered into this 1st day of January, 2014, by and between EAST ALLEN COUNTY SCHOOL CORPORATION (hereinafter “EACS”), PARKVIEW HEALTH SYSTEM, INC. on behalf of its facilities PARKVIEW Hospital, Inc., Huntington Memorial Hospital, Inc. d/b/a PARKVIEW Huntington Hospital, Community Hospital of LaGrange County, Inc. d/b/a PARKVIEW LaGrange Hospital, Community Hospital of Noble County, Inc. d/b/a PARKVIEW Noble Hospital, Whitley Memorial Hospital, Inc. d/b/a PARKVIEW Whitley Hospital (hereinafter “PARKVIEW”).

WHEREAS, EACS is responsible, pursuant to its Health Benefit Plan Document, to provide for the reimbursement of certain health care services on behalf of those individuals eligible to receive payment for services (“Members”); and

WHEREAS, EACS has selected Signature Care (“SC”) as its participating provider network and desires to have PARKVIEW provide and receive payment via EACS or its designee for healthcare services to Members as a participating provider; and

WHEREAS, PARKVIEW is a provider, duly licensed in the State of Indiana, to provide such health care services and a contracted provider in SC.

WHEREAS, the parties desire to enter into an agreement that will further define the rights and responsibilities of each party not otherwise represented in their respective SC arrangements,

NOW, THEREFORE, in consideration of the mutual promises and covenants made hereafter, EACS and PARKVIEW do hereby agree as follows:

SECTION I – EACS RESPONSIBILITIES

A. EACS agrees to cause payment for health care services provided by PARKVIEW to be made to PARKVIEW pursuant to this Agreement.

B. EACS agrees to apply a financial incentive to Member’s benefit design to encourage utilization of SC for health care services. Such incentive shall provide a differential in coverage levels between services received at an in-network vs. out-of-network basis. At no time during this Agreement shall the differential be less than that which is currently in effect. Notwithstanding the foregoing, nothing contained herein shall prohibit EACS from payment to any provider at in-network benefit levels, independent of the providers’ participation status, for the standard exceptions defined in the EACS benefit plan and as listed below.
   i. Emergency Services
   ii. Coverage to Members to their dependents who temporarily or permanently reside outside the network service area.
   iii. Medically Necessary services not available through the SC network.
   iv. Services obtained based on a referral by a participating provider when services are not available through a participating provider.

C. EACS agrees to require EACS’ third party administrator to abide by all terms of the Third Party Administrator Agreement with Managed Care Services, LLC, including specifically but not limited to, those terms with respect to claims payments, audits and dispute resolution.

D. EACS agrees that all rights and obligations with respect to the relationship between the parties not addressed in this Agreement shall remain unchanged in the parties’ respective agreements with respect to the SC network.

E. EACS agrees to pay SC $5.25 per employee per month fee for network access and standard utilization review.
SECTION II - PARKVIEW RESPONSIBILITIES

A. PARKVIEW agrees to provide health care services to EACS Members in accordance with PARKVIEW’S level of licensure and experience and accept reimbursement for such healthcare services, pursuant to Section III of this Agreement.

B. PARKVIEW agrees that all rights and obligations with respect to the relationship between the parties not addressed in this Agreement shall remain unchanged in the parties’ respective agreements with respect to the SC network.

SECTION III - REIMBURSEMENT

All health care services shall be reimbursed to PARKVIEW in accordance with the rates and reimbursement terms set forth below.

A. Inpatient Reimbursement
i. Inpatient services shall be reimbursed at the lesser of the total billed charges or the applicable MS-DRG case rate plus the implant reimbursement.
ii. The MS-DRG Case Rate will be the Base Rate multiplied by the MS-DRG case mix index in effect on January 1st of the then current year.

Inpatient Rates:
• Base Rate: $6,750
• Implant Reimbursement: 60.6% discount from billed charges.
• (Revenue Codes 275, 276, 278)

iii. Notwithstanding the foregoing, if total billed charges (minus) charges for implant services exceed ninety thousand ($90,000) dollars, reimbursement shall be the calculated implant reimbursement plus a 55% discount applied to the remaining charges.

B. Outpatient Reimbursement
i. Outpatient services shall be reimbursed at a 50% discount from billed charges, except for the services specified below and detailed on Exhibit A.
ii. Outpatient CT:
• CT without dye: $475
• CT with dye: $590
• CT with & without dye: $775
• Bilateral: 150% of the applicable CT Reimbursement

iii. Outpatient MRI:
• MRI without dye: $775
• MR with dye: $850
• MRI with & without dye: $1,050
• Bilateral: 150% of the applicable MRI Reimbursement

C. Beginning January 1, 2015, the reimbursement levels paid to PARKVIEW by EACS shall be adjusted annually, as specified below, using the following definitions.
   i. Rate Change shall mean the reported average increase in PARKVIEW’S charge master.
   ii. Rate Increase Maximum for the purposes of this Agreement shall mean the lesser of five percent (5%) or Rate Change as defined above.

D. Beginning January 1, 2015, services reimbursed at percent discount basis shall be adjusted annually using the following formula:

\[ 1 - \left( \frac{1}{1 + \text{Previous Discount Rate}} \right) \times \frac{1 + \text{Rate Increase Maximum}}{1 + \text{Rate Change}} = \text{New Discount} \]

With the any discount maximum to be capped at 70%.
E. Beginning January 1, 2017, services reimbursed at Inpatient Base Rate shall be adjusted annually by five percent (5%).

   i. Previous Base Rate * (1+Rate Increase Maximum) = New Base Rate

F. Beginning January 1, 2015, services reimbursed at fixed rate (CT & MRI) shall be adjusted annually by five percent (5%).

   i. Previous Reimbursement Amount * (1+Rate Increase Maximum) = New Reimbursement Amount

G. At any time during the term of this Agreement should PARKVIEW agree to reimbursement terms with another SC employer group, with similar benefit design and utilization, that if offered to EACS would result in additional savings to EACS, PARKVIEW shall notify and make those terms available to EACS as soon as reasonably possible.

SECTION IV- TERM AND TERMINATION

A. This Agreement shall be effective on January 1, 2014, and shall remain in effect until December 31, 2018 with a one-time option for either party to terminate the Agreement effective as of December 31, 2016 with prior written notice, no less than 180 days prior to the termination date. This Agreement shall automatically terminate should EACS for any reason cease to be an SC employer group.

B. If either party determines that any provision of this Agreement becomes violative of any federal or state statute, rule or regulation, or administrative or judicial decision, subjects any individual to any form of excise tax or monetary penalty or jeopardizes its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, it may, at its option, alter the terms of this Agreement so that it no longer violates the same, no longer subjects any individual to any form of excise tax or monetary penalty and no longer jeopardizes its status as a Section 501(c)(3) organization. In such event, the other party shall have the option of terminating the Agreement upon written notice to Parkview.

C. This Agreement shall not be terminated, except as provided herein. In the even that any of the parties’ business operations substantially change thereby preventing that party from fulfilling its obligations hereunder, the parties agree to meet and negotiate in good faith a termination to this Agreement so as to mitigate the negative impact to the remaining parties.

D. Each party shall have the right to assign its rights and responsibilities hereunder to any corporation that assumes ownership or is under common control of that party. In the event of an assignment, this Agreement shall be binding upon and inure to the benefit of that party’s successors and assignees.

E. This Agreement shall only be amended upon the expressed written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

EAST ALLEN COUNTY SCHOOL CORPORATION
"EACS"

By: ____________________________________________
Printed: _________________________________________
Title: __________________________________________
Date: ___________________________________________

PARKVIEW HEALTH SYSTEMS, INC.
"PARKVIEW"

By: ____________________________________________
Printed: _________________________________________
Title: __________________________________________
Date: ___________________________________________
Exhibit A
CT and MRI Code List
MEDICAL SERVICES AGREEMENT

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

RECITALS

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

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

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

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

ARTICLE I. TERM AND TERMINATION.

This Agreement shall commence as of January 1, 2014 ("Effective Date") and be in force for a period of five (5) years from the Effective Date through the end of the day on December 31, 2018 ("Expiration Date"). This Agreement shall expire on the Expiration Date unless it is extended by the written agreement of both Parties prior to the Expiration Date.

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

There shall be a one-time option for either Party to terminate this Agreement effective as of December 31, 2016 with prior written notice, no less than one hundred eighty (180) days prior to the termination date. This Agreement shall automatically terminate should EACS for any reason cease to be a Signature Care employer group. This Agreement shall automatically terminate upon the termination of the Letter of Agreement effective as of January 1, 2014 between the Parties.

This Agreement supersedes and replaces in its entirety that certain Medical Services Agreement effective as of September 1, 2012, by and between the Parties (the "Previous
The Previous Agreement is hereby terminated effective as of the Effective Date of this Agreement. The Parties also agree that that certain Community Benefit Agreement effective as of September 1, 2012, by and between them is also hereby terminated as of the Effective Date of this Agreement.

If either Party determines that any provision of this Agreement becomes violative of any federal or state statute, rule or regulation, or administrative or judicial decision, subjects any individual to any form of excise tax or monetary penalty or jeopardizes its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, it may, at its option, alter the terms of this Agreement so that it no longer violates the same, no longer subjects any individual to any form of excise tax or monetary penalty and no longer jeopardizes its status as a Section 501(c)(3) organization. In such event, the other Party shall have the option of terminating the Agreement upon written notice to PPG.

ARTICLE II. HEALTH SERVICES.

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

(a) Primary Care Walk-in Clinic Services, described in Exhibit A, which is attached hereto and incorporated herein by reference.

ARTICLE III. PAYMENT.

(a) There shall be no charge for the services rendered by PPG for Covered Persons set forth in Exhibit A of this Agreement.

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

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

ARTICLE IV. PLACEMENT AND NON-SOLICITATION.

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

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

ARTICLE V. STANDARDS OF PERFORMANCE.

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

ARTICLE VI. INDEMNITY.

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

ARTICLE VII. INSURANCE.

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

ARTICLE VIII. THIRD PARTY BENIFICIARIES.

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

ARTICLE IX. RELATIONSHIP.

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

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

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

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

ARTICLE X. COMPLIANCE WITH LAWS.

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

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

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

ARTICLE XI. BOOKS AND RECORDS: RECORDS RETENTION.

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

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

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

This Article XI shall survive termination of this Agreement.

ARTICLE XII. ASSIGNMENT OR DELEGATION.

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

ARTICLE XIII. ENTIRED AGREEMENT.

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

ARTICLE XIV. SEVERABILITY.

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

ARTICLE XV. GOVERNING LAW.

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

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

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

ARTICLE XVII. NOTICES.

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

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

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

ARTICLE XVII. AMENDMENT.

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

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

PARKVIEW HEALTH SYSTEM, INC. D/B/A PARKVIEW PHYSICIANS GROUP

Name

Title

Date

EAST ALLEN COUNTY SCHOOLS

Name

Title

Date
EXHIBIT A
PRIMARY CARE WALK-IN CLINIC SERVICES

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

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

c. After PPG’s current implementation of an integrated medical record system is complete, all FirstCare Walk-in locations will be available to Covered Persons of EACS for services routinely provided by FirstCare Walk-in.

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

e. PPG personnel may attend and participate in EACS Committee meetings as needed, upon request and approval of the designated representative.
EMPLOYEE ASSISTANCE & WELLNESS SERVICES AGREEMENT

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

RECITALS

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

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

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

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

ARTICLE I. TERM AND TERMINATION.

This Agreement shall commence on January 1, 2014 ("Effective Date") and be in force for a period of five (5) years from the Effective Date through the end of the day on December 31, 2018 ("Expiration Date"). This Agreement shall expire on the Expiration Date unless it is extended by the written agreement of both Parties prior to the Expiration Date.

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

There shall be a one-time option for either Party to terminate this Agreement effective as of December 31, 2016 with prior written notice, no less than one hundred eighty (180) days prior to the termination date. This Agreement shall automatically terminate should EACS for any reason cease to be a Signature Care employer group. This Agreement shall automatically terminate upon the termination of the Letter of Agreement effective as of January 1, 2014 between EACS and Parkview Health.

This Agreement supersedes and replaces in its entirety that certain Employee Assistance & Wellness Services Agreement effective as of September 1, 2012, by and between the Parties (the “Previous Agreement”). The Previous Agreement is hereby terminated effective as of the Effective Date of this Agreement.
If either Party determines that any provision of this Agreement becomes violative of any federal or state statute, rule or regulation, or administrative or judicial decision, subjects any individual to any form of excise tax or monetary penalty or jeopardizes its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, it may, at its option, alter the terms of this Agreement so that it no longer violates the same, no longer subjects any individual to any form of excise tax or monetary penalty and no longer jeopardizes its status as a Section 501(c)(3) organization. In such event, the other Party shall have the option of terminating the Agreement upon written notice to PPG.

ARTICLE II. HEALTH SERVICES.

POHC agrees to provide EACS the following services (the “Health Services”):

(a) For the benefit of EACS employees and all people living with them in the same household and any other dependents they may have, Employee Assistance Programs (“EAP”), herein described in Exhibit A, which is attached hereto and incorporated herein by reference; and

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

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

ARTICLE III. PAYMENT.

(a) There shall be no charge for the basic services rendered by POHC for Covered Persons pursuant to this Agreement. EACS shall pay POHC only the amounts set forth in Exhibits A and B for specifically requested additional and supplemental services.

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

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

ARTICLE IV. PLACEMENT AND NON-SOLICITATION.

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

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

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

ARTICLE V. STANDARDS OF PERFORMANCE.

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

ARTICLE VI. INDEMNITY.

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

ARTICLE VII. INSURANCE.

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

ARTICLE VIII. THIRD PARTY BENEFICIARIES.

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

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

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

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

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

ARTICLE X. COMPLIANCE WITH LAWS.

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

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

ARTICLE XI. BOOKS AND RECORDS; RECORDS RETENTION.

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

(b) Financial Records: POHC shall retain, for two (2) years following final payment by EACS, all records related to the payment for Health Services performed under this Agreement.
(c) Health Records: POHC shall maintain all health records evidencing Health Services provided under this Agreement to EACS Covered Persons for a minimum of eight (8) years from the last date POHC provides Health Services to an EACS Covered Person. POHC shall provide EACS with access to all health records as permitted under the law.

This Article XI shall survive termination of this Agreement.

ARTICLE XII. ASSIGNMENT OR DELEGATION.

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

ARTICLE XIII. ENTIRE AGREEMENT.

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

ARTICLE XIV. SEVERABILITY.

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

ARTICLE XV. GOVERNING LAW.

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

ARTICLE XVI. CONFIDENTIALITY.

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

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

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

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

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

ARTICLE XVII. AMENDMENT.

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

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

PARKVIEW OCCUPATIONAL HEALTH CENTERS, INC.

Name

Title

Date

EAST ALLEN COUNTY SCHOOLS

Name

Title

Date
EXHIBIT A
EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. The Wellness Coach responsibilities will include, but shall not be limited to, the following:

i. Provide leadership to the EACS’s Wellness Committee via attendance at meetings, dissemination of pertinent health related information/data, development of calendar of events and expertise related to program development and implementation.

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

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

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

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

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