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

REGULAR MEETING
AUGUST 5, 2014
6:30 p.m.

AGENDA

1.0 ROUTINE ITEMS
1.1 Call to Order
1.2 Pledge of Allegiance
1.3 Approval of Agenda
1.4 Recognition
   - Leo Softball Team State Champions

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 – July 15, 2014
3.5 Minutes – Executive Session – July 29, 2014

4.0 ACTION ITEMS
14-0805-4.1 Application and Receipt of Funds for Indiana College Success
    Mentoring (ICSM) Partnership
14-0805-4.2 Application and Receipt of Funds for Title III Allocation to Serve
    Limited English Proficient (LEP) Students
14-0805-4.3 Contract with Goodwill Industries
14-0805-4.4 Contract with Easter Seals Arc
14-0805-4.5 Contract with School Improvement Network (PD360)
14-0805-4.6 Procurement Services for Food Service Program
14-0805-4.7 Meet and Confer Management Proposals
14-0805-4.8 Student iPads - One-Year Extension to Previously Adopted

DISCUSSION/_ACTION ITEMS
14-0805-4.9 Application and Receipt of Funds for the Olin B. and Desta Schwab
    Foundation College/Career Readiness Grant
14-0805-4.10 New Haven High School Softball Field – Change Order #2 –
    Sidewalk to Softball Field Storage Facility
14-0805-4.11 Woodlan K-12 Project – North Entrance Guardrail Work
5.0 INFORMATION/DISCUSSION ITEMS

INFORMATION ITEMS
5.1 Summer School Information
5.2 Grape Seed Materials
5.3 Energy Leadership Presentation
5.4 Assessment Data Presentation (Pending Lifting of Embargo)

DISCUSSION ITEMS
5.5 Application and Receipt of Funds for Safe Haven Funding
5.6 Continued Use for Language Arts/Foreign Language Textbooks
5.7 Contract Renewal with Amplify for mClass Beacon Software
5.8 Contract Renewal with Brandon Schweyer for iPad Repairs
5.9 Authorize Advertisement of 2015 Budget and Capital Projects and Bus Replacement Plans
5.10 Memorandum of Understanding with Vincennes University

6.0 PUBLIC EXPRESSIONS – NON-AGENDA ITEMS*

7.0 SUPERINTENDENT COMMENTS

8.0 BOARD COMMENTS

9.0 ADJOURNMENT

NEXT BOARD MEETING
AUGUST 19, 2014
ADMINISTRATION BUILDING
BOARD ROOM
6:30 PM

*Public expression is limited to 3 minutes per speaker.
Consent
Items
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: Kirby Stahly
Budget: 
Legal: 
### CERTIFIED NEW HIRES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beeching, Jessica</td>
<td>PCA – Teacher</td>
<td>7/25/2014</td>
</tr>
<tr>
<td>Conrad, Courtney</td>
<td>SOEL – Teacher</td>
<td>7/29/2014</td>
</tr>
<tr>
<td>Otis, Steven</td>
<td>PHJH – Teacher</td>
<td>7/29/2014</td>
</tr>
<tr>
<td>Potts, Molly</td>
<td>SOEL – Teacher</td>
<td>7/29/2014</td>
</tr>
</tbody>
</table>

### CERTIFIED CHANGE

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>McCann, Patrick</td>
<td>From School Improvement Support to Assistant Principal, PCA</td>
</tr>
</tbody>
</table>

### CLASSIFIED NEW HIRES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connor, Nathan</td>
<td>HEEL – ASP</td>
<td>8/7/2014</td>
</tr>
<tr>
<td>Kaiser, Darla</td>
<td>NHIS – Paraprofessional</td>
<td>8/12/2014</td>
</tr>
<tr>
<td>Porter, Michael</td>
<td>NHHS – Custodian</td>
<td>8/6/2014</td>
</tr>
<tr>
<td>Romines, Bradley</td>
<td>Support Technician</td>
<td>8/6/2014</td>
</tr>
<tr>
<td>Zimmerman, Patricia</td>
<td>PCA/EAAS – Custodian</td>
<td>8/6/2014</td>
</tr>
</tbody>
</table>

### CERTIFIED RESIGNATIONS

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson, Rebecca</td>
<td>HEHS – Teacher (5.5 yrs. w/EACS)</td>
<td>7/27/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td>Allen, Nicholas</td>
<td>PHJH – Teacher (1 yr. w/EACS)</td>
<td>7/14/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td>Christensen, Rebecca</td>
<td>PHJH – Teacher (7 yrs. w/EACS)</td>
<td>7/28/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td>Hartman, Benjamin</td>
<td>NHHS – Teacher (10 yrs. w/EACS)</td>
<td>7/31/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td>Hiltmer, Janalee</td>
<td>EAU – Teacher (3 yrs. w/EACS)</td>
<td>7/25/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td>Ohms, Kelli</td>
<td>NHMS – Teacher (5 yrs. w/EACS)</td>
<td>7/31/2014</td>
<td>Resignation</td>
</tr>
</tbody>
</table>

### CLASSIFIED RESIGNATIONS

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bohde, Madison</td>
<td>HEEL – CRT (6 mo. w/EACS)</td>
<td>7/15/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td>Kaufman, Jill</td>
<td>Bus Driver (14 yrs. w/EACS)</td>
<td>8/1/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td>Laung, Mu Dah</td>
<td>PCA – Bilingual Support (4 yrs. w/EACS)</td>
<td>7/17/2014</td>
<td>Resignation</td>
</tr>
<tr>
<td>Ormiston, Mary</td>
<td>PHJH – Food Service (16 yrs. W/EACS)</td>
<td>8/4/2014</td>
<td>Retirement</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>Andrews, Kent</td>
<td>NHHS – Custodian</td>
<td>7/1/2014 &amp; 7/3/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>Brooks, Pamela</td>
<td>NHPS – Custodian</td>
<td>7/30 – 7/31/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>Fish, Christopher</td>
<td>Electrician</td>
<td>7/10 / 7/11/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>Haley, Kim</td>
<td>LEHS – Custodian</td>
<td>7/17 – 7/18/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>McKinnon, Dave</td>
<td>Bus Driver</td>
<td>8/12 – 8/15/2014</td>
<td>Unpaid</td>
</tr>
<tr>
<td>McKinnon, Gail</td>
<td>Bus Driver</td>
<td>8/12 – 8/15/2014</td>
<td>Unpaid</td>
</tr>
</tbody>
</table>

The following teachers have returned from recall to a teaching assignment for the 2014-2015 school year:

<table>
<thead>
<tr>
<th>Name</th>
<th>2014-2015 TEACHING</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn, Shanna</td>
<td>Paul Harding Jr. High</td>
<td>Mathematics</td>
</tr>
<tr>
<td>Kantenwein, David</td>
<td>Leo Jr./Sr. High</td>
<td>Mathematics</td>
</tr>
<tr>
<td>Jones, Greg</td>
<td>New Haven High</td>
<td>English</td>
</tr>
<tr>
<td>Lueders, Derek</td>
<td>Paul Harding Jr. High</td>
<td>Physical Education</td>
</tr>
<tr>
<td>Waybright, Ryan</td>
<td>Leo Jr./Sr. High</td>
<td>Physical Education</td>
</tr>
<tr>
<td>Whitacre, Natalie</td>
<td>Heritage Jr./Sr. High</td>
<td>Social Studies</td>
</tr>
</tbody>
</table>
ACTION AGENDA
August 5, 2014
Board Agenda Item 3.2

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

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

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

Kenneth H. Folks
Superintendent of Schools

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: Kirby Stahly
Legal: ____________________
FINANCIAL SUMMARY REPORT
REGULAR BOARD MEETING
TUESDAY, AUGUST 5, 2014

ACCOUNTS PAYABLE VOUCHER INFORMATION

Vendor Claims ........................................... 282638-282827

Total Amount ........................................... $498,254.46

DONATIONS, GIFTS, AND EXTRACURRICULAR EXPENDITURES

None.

CASH TUITION TRANSFERS FOR THE 2014-2015 SCHOOL YEAR

<table>
<thead>
<tr>
<th>Name</th>
<th>Grade</th>
<th>School</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caeden Crider</td>
<td>Kindergarten</td>
<td>Cedarville Elementary School</td>
<td>New</td>
</tr>
<tr>
<td>Audrey Kindy</td>
<td>10th grade</td>
<td>East Allen University</td>
<td>New</td>
</tr>
<tr>
<td>Brooke Vetter</td>
<td>5th grade</td>
<td>Leo Elementary School</td>
<td>New</td>
</tr>
<tr>
<td>Reagan Vetter</td>
<td>5th grade</td>
<td>Leo Elementary School</td>
<td>New</td>
</tr>
<tr>
<td>Michael Stanton</td>
<td>7th grade</td>
<td>Leo Jr./Sr. High School</td>
<td>New</td>
</tr>
<tr>
<td>Gabrielle Vetter</td>
<td>8th grade</td>
<td>Leo Jr./Sr. High School</td>
<td>New</td>
</tr>
<tr>
<td>Jordan Peters</td>
<td>9th grade</td>
<td>Leo Jr./Sr. High School</td>
<td>New</td>
</tr>
<tr>
<td>Luke Scheuman</td>
<td>10th grade</td>
<td>Leo Jr./Sr. High School</td>
<td>New</td>
</tr>
<tr>
<td>Brockton Sterling</td>
<td>10th grade</td>
<td>Leo Jr./Sr. High School</td>
<td>New</td>
</tr>
<tr>
<td>Madison Snyder</td>
<td>12th grade</td>
<td>Leo Jr./Sr. High School</td>
<td>New</td>
</tr>
<tr>
<td>Camisha Lee</td>
<td>11th grade</td>
<td>New Haven High School</td>
<td>New</td>
</tr>
<tr>
<td>Emmalyn Thomas</td>
<td>Kindergarten</td>
<td>Woodlan 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>77</td>
<td>7/14/14</td>
<td>Best Blinds</td>
<td>1911</td>
</tr>
<tr>
<td>76</td>
<td>7/22/14</td>
<td>Finns Scientific, Inc.</td>
<td>1760582</td>
</tr>
<tr>
<td>79</td>
<td>7/1/14</td>
<td>RGAW Corporation</td>
<td>6182636</td>
</tr>
<tr>
<td>80</td>
<td>8/27/14</td>
<td>Playworld Midstates</td>
<td>14174</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>72</td>
<td>7/1/14</td>
<td>RGAW Corporation</td>
<td>6182835</td>
</tr>
<tr>
<td>73</td>
<td>7/23/14</td>
<td>Network Solutions, Inc.</td>
<td>29967</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:
## Meetings and Conferences

The following meetings and/or conference requests are information items, which are to be made a part of the Board minutes: August 5, 2014

<table>
<thead>
<tr>
<th>DATE(S)</th>
<th>ATTENDEE(S)</th>
<th># ATTENDING</th>
<th>BLDG.</th>
<th>CONFERENCE TITLE &amp; LOCATION</th>
<th>MAXIMUM REIMBURSEMENT</th>
<th>SUB</th>
<th>COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 28, 2014</td>
<td>Jillian DePew</td>
<td>1</td>
<td>PHLC</td>
<td>Co-Teaching PD and Planning, PHLC</td>
<td>$120</td>
<td>N</td>
<td>$0</td>
<td>Released time, stipend, 371-22120-58000-0009, NESP 13-14</td>
</tr>
<tr>
<td>July 29, 2014</td>
<td>Jillian DePew</td>
<td>1</td>
<td>PHLC</td>
<td>Virginia Rojas Strategies for Success with EIs, Indianapolis</td>
<td>$80</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, 688-22120-58000-0009, Title III</td>
</tr>
<tr>
<td>August 7, 2014</td>
<td>Rachel Fuelling, Britta Gandy, Nathan Connor</td>
<td>3</td>
<td>HEEL</td>
<td>CPI Training, PHLC</td>
<td>$559</td>
<td>N</td>
<td>$0</td>
<td>Released time, stipend, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>August 7, 2014</td>
<td>Gina Atkison</td>
<td>1</td>
<td>HEEL</td>
<td>CPI Training, PHLC</td>
<td>$74</td>
<td>N</td>
<td>$0</td>
<td>Released time, stipend, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>August 7, 2014</td>
<td>Nancy Hanks</td>
<td>1</td>
<td>HEEL</td>
<td>CPI Training, PHLC</td>
<td>$76</td>
<td>N</td>
<td>$0</td>
<td>Released time, stipend, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>August 7, 2014</td>
<td>Rebecca Anderson, Katie Harris</td>
<td>2</td>
<td>HEHS</td>
<td>Co-Teaching PD and Planning, PHLC</td>
<td>$240</td>
<td>N</td>
<td>$0</td>
<td>Released time, stipend, 371-22120-58000-0009, NESP 13-14</td>
</tr>
<tr>
<td>August 7, 2014</td>
<td>Sherry Conley</td>
<td>1</td>
<td>NHHS</td>
<td>CPI Training, PHLC</td>
<td>$171</td>
<td>N</td>
<td>$0</td>
<td>Released time, stipend, 683-22120-31200-0015, Title II A</td>
</tr>
<tr>
<td>August 15, 2014</td>
<td>Jillian DePew, James Shwe</td>
<td>2</td>
<td>PHLC</td>
<td>Summit w/Burmese Education Advancement Taskforce, Indianapolis</td>
<td>$0</td>
<td>N</td>
<td>$0</td>
<td>Released time</td>
</tr>
<tr>
<td>August 15, 2014</td>
<td>Teresa Knoblauch</td>
<td>1</td>
<td>PHLC</td>
<td>Summit w/Burmese Education Advancement Taskforce, Indianapolis</td>
<td>$49</td>
<td>N</td>
<td>$0</td>
<td>Released time, mileage, 688-22120-58000-0009, Title III</td>
</tr>
<tr>
<td>August 22, 2014</td>
<td>Teresa Knoblauch</td>
<td>1</td>
<td>PHLC</td>
<td>IDOE English Learner/Title III Directors Meeting, Indianapolis</td>
<td>$45</td>
<td>N</td>
<td>$0</td>
<td>Released time, mileage, 688-22120-58000-0009, Title III</td>
</tr>
<tr>
<td>September 14-16, 2014</td>
<td>Ken Folks</td>
<td>1</td>
<td>ADMN</td>
<td>ISBA/IAPSS Fall Conference, Indianapolis</td>
<td>$950</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, lodging, meals, mileage, parking, 010-23210-58000-0001, 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: August 5, 2014

<table>
<thead>
<tr>
<th>DATE(S)</th>
<th>ATTENDEE(S)</th>
<th># ATTENDING</th>
<th>BLDG.</th>
<th>CONFERENCE TITLE &amp; LOCATION</th>
<th>MAXIMUM REIMBURSEMENT</th>
<th>SUB</th>
<th>COST</th>
<th>BACKUP INFORMATION &amp; ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 12-14, 2014</td>
<td>Michael Shaffer</td>
<td>1</td>
<td>PHLC</td>
<td>Literacy Leadership Summit 2014-2015, Florida</td>
<td>$0</td>
<td>N</td>
<td>$0</td>
<td>Released time</td>
</tr>
<tr>
<td>February 25-March 1, 2015</td>
<td>Ken Folks</td>
<td>1</td>
<td>ADMN</td>
<td>AASA National Conference, California</td>
<td>$2,715</td>
<td>N</td>
<td>$0</td>
<td>Released time, registration, lodging, airfare, meals, misc., 010-23210-58000-0001, General fund</td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td>17</td>
<td></td>
<td></td>
<td>$5,079</td>
<td></td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>
ACTION AGENDA

August 5, 2014

Board Agenda Item ___________ 3.4 ___________

APPROVAL OF MINUTES
FROM THE REGULAR MEETING ON JULY 15, 2014

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

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

[Signature]
Kenneth H. Folks
Superintendent of Schools

Prepared: Julie Labie
Approved: Kenneth H. Folks
Budget: __________________________
Legal: __________________________
At a Special 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 July 15, 2014.

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

Board members absent:
   None

EACS Administrators and Association Presidents also in attendance:
   Dr. Kenneth H. Folks, Superintendent
   Mrs. Marilyn Hissong, Assistant Superintendent of Curriculum and Instruction
   Dr. Michael B. Shaffer, Asst. Superintendent of School Management & Special Programs
   Mr. Kirby Stahly, Assistant Superintendent for Administrative Services
   Mrs. Connie Brown, Director of Special Services
   Ms. Amanda Ricketts, Director of Human Resources
   Mrs. Tammyra Kelly, Public Relations Liaison
   Mrs. Rose Fritzheimer, Director of Development
   Mrs. Teresa Knoblauch, Director of Title III
   Mr. Keith Madsen, Director of Technology
   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 July 15, 2014 was approved as presented.

2.0 PUBLIC EXPRESSIONS – AGENDA ITEMS

<table>
<thead>
<tr>
<th>Name</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stepdad of New Tuition</td>
<td>Requested approval for son to attend CEEL</td>
</tr>
<tr>
<td>Transfer Student</td>
<td></td>
</tr>
</tbody>
</table>

3.0 CONSENT ITEMS

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

3.1 Human Resources Report
3.2 Financial Reports
3.3 Meetings and Conferences
3.4 Minutes – Regular Board Meeting – June 17, 2014
3.5 Minutes – Executive Session – June 24, 2014
3.6 Minutes – Special Board Meeting – June 24, 2014

Motion: That Consent Items 3.1 through 3.6 be approved as presented.

Motion: Baker Second: Lightfoot

Discussion: Mrs. Lightfoot and Mr. Hoffman asked questions about the teachers RIF list on the 3.1 Human Resources Report, which Dr. Folks and Ms. Ricketts explained. Mr. Nelson stated that he will be voting no on the 3.3 Meetings and Conferences Report as he does not agree with approving meeting/conference requests for people when the vendor’s training contract has not yet been approved. Dr. Folks explained that there is a precedent for asking for approval prior to the approval of a contract. Mr. Hoffman asked about the different stipend amounts being paid out. Mr. Hoffman had questions for Mr. Stahly about several of the financial reports. Mr. Hoffman asked for a summary of all accounts be given to the Board. Since there was no Board consensus for this, it was decided that Mr. Reynolds and Mr. Hoffman will meet separately with Mr. Stahly.

Vote:
3.1 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
3.2 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
3.3 - Aye: Baker, Hartman, Lightfoot, Reynolds, Terry; Against: Hoffman, Nelson (Motion carried 5-2)
3.4 - Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry; Abstained: Hoffman (Motion carried 6-1-0)
3.5 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
3.6 - Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry; Against: Hoffman (Motion carried 6-1)

4.0 ACTION ITEMS

Superintendent Folks requested the Board’s approval for the Action Items as presented as follows:
Motion: That the Board of School Trustees approves Action Items 14-0715-4.1 through 14-0715-4.3 as presented.

Motion: Baker Second: Hartman

14-0715-4.1 Employee Handbook

Mr. Hoffman asked several questions regarding the use of EACS computer hardware and Software, and the possession of firearms on school properties.

14-0715-4.2 Resolution - Heritage Elementary School Is No Longer Needed for School Purposes

14-0715-4.3 Resolution – Woodlan Primary School Is No Longer Needed for School Purposes

Vote
4.1 - Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry; Against: Hoffman (Motion carried 6-1)
4.2 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
4.3 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)

DISCUSSION/ACTION ITEMS

14-0715-4.4 Application and Receipt of Supplemental Title III Funds for WIDA ELD Standards Implementation Grant

Mrs. Knoblauch presented information to the Board.

Motion: That Discussion/Action Item 14-0715-4.4 be approved as presented.

Motion: Baker Second: Terry

Discussion: Several questions were asked which Mrs. Knoblauch answered.

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

14-0715-4.5 Contract with Patricia Davenport Consulting, LLC

Dr. Shaffer presented information to the Board.

Discussion: The majority of the Board would like us to not enter into proprietary contracts whenever possible so that the “train the trainer” model can be used throughout the district. Mr. Terry expressed an interest in attending this training. Dr. Shaffer invited Board members to attend this training if they would like.

Motion: That Discussion/Action Item 14-0715-4.5 be approved as presented.

Motion: Baker Second: Terry

Vote:
4.5 - Aye: Baker, Hartman, Hoffman, Lightfoot, Nelson, Reynolds, Terry (Motion carried 7-0)
Mrs. Knoblauch presented information to the Board.

Discussion: Several Board members asked questions which Mrs. Knoblauch answered.

Motion: That Discussion/Action Item 14-0715-4.6 be approved as presented.

Motion: Baker Second: Terry

Vote:
4.6 - Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry; Against: Hoffman (Motion carried 6-1)

14-0715-4.7 IP Camera System Bid

Mr. Stahly presented information to the Board.

Discussion: Mr. Baker wanted to be sure that Mr. Stahly felt confident that the low bidder did not attend the pre-bid conference. Mr. Stahly stated that he did as there has been much correspondence back and forth via e-mail/phone.

Motion: That Discussion/Action Item 14-0715-4.7 be approved as presented.

Motion: Nelson Second: Lightfoot

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

14-0715-4.8 Purchase of New Computers for Staff in Grades 7-12 Buildings

President Reynolds stated that due to the amount of conversation that has already taken place among Board members on this topic, that unless any new information would be brought forward, the vote should proceed.

Motion: That Discussion/Action Item 14-0715-4.8 be approved as presented.

Motion: Terry Second: Hartman

Discussion: Mr. Baker stated that he is not sold that we are going down the right path. Mr. Hoffman shared information on HPs that he had researched. Mr. Reynolds weighed in on the conversation as did Mr. Nelson and Mr. Hartman. All agreed that the Board needs to take a lengthy look at the long term big picture of technology for the district. A special meeting will be set in the future for this discussion.

Mr. Baker called for the question to end debate.

Vote – Call for the Question:
Aye: Baker, Hartman, Lightfoot, Nelson, Reynolds, Terry; Against: Hoffman (Motion to end debate carried 6-1)
5.0 INFORMATION/DISCUSSION ITEMS

INFORMATION ITEMS

5.1 Conflict of Interest Statements for the 2014-15SY
5.2 Grant/Allocation Log – 2nd Quarter 2014
5.3 Retention Report
5.4 Health Services Report for 2013-14SY

DISCUSSION ITEMS

5.5 Application and Receipt of Funds for Indiana College Success Mentoring (ICSM) Partnership

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

5.6 Application and Receipt of Funds for Title III Allocation to Serve Limited English Proficient (LEP) Students

Mrs. Knoblauch provided information for the Board.

5.7 Contract with Goodwill Industries

Mrs. Brown provided information for the Board.

5.8 Contract with Easter Seals Arc

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

5.9 Contract with School Improvement Network (PD360)

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

5.10 Procurement Services for Food Service Program

Mr. Stahly provided information for the Board.

5.11 Meet and Confer Management Proposals

Ms. Ricketts provided information for the Board and answered their questions.

5.12 Student iPads - One-Year Extension to Previously Adopted

Dr. Folks provided information for the Board and answered their questions. It was again stated by Mr. Baker that a special meeting needs to be set to discuss technology’s long term plan/focus.
5.13 CPF/Bus Replacement Budget Presentation

Mr. Stahly provided information for the Board.

6.0 PUBLIC EXPRESSIONS – NON-AGENDA ITEMS

None.

7.0 SUPERINTENDENT COMMENTS

Dr. Folks expressed that our thoughts and prayers are with the family of Heritage Jr./Sr. High school teacher Pat Franklin who died last week. Mr. Franklin taught at Heritage for the last 17 years teaching both English and Social Studies.

School starts 4 weeks from today on August 12th.

Board members were given a copy of “Dreamland News” which will be sent next week to all EACS households.

Woodburn Day in the Park Parade is this Saturday, July 19th. Meet at 9:30 a.m. at the Methodist Church.

August 1st (Woodlan – 10:00 a.m.) and August 2nd (Heritage – 11:30 a.m.) are the Open Houses for the new K-12 building projects.

8.0 BOARD COMMENTS

<table>
<thead>
<tr>
<th>Name</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terry Lightfoot</td>
<td>Attended the ISBA Summer Academy – has lots of information to share if interested.</td>
</tr>
<tr>
<td>Chris Baker</td>
<td>Transportation Audit</td>
</tr>
</tbody>
</table>

9.0 ADJOURNMENT

There being no further business to discuss the meeting ended at approximately 9:17 p.m.

Full audio minutes are available on the East Allen County Schools website, under the School Board tab, at www.eacs.k12.in.us.

The next regular Board meeting of the Board of School Trustees is scheduled for Tuesday, August 5, 2014 at 6:30 p.m. at the EACS Administration Building, 1240 State Road 930 East, New Haven, IN.

These minutes were approved and adopted by the East Allen County Schools Board of School Trustees on August 5, 2014.

EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES

President ____________________ Secretary ____________________
ACTION AGENDA

August 5, 2014

Board Agenda Item _____3.5_____

APPROVAL OF MINUTES
FROM THE EXECUTIVE SESSION ON JULY 29, 2014

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

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

______________________________
Kenneth H. Folks
Superintendent of Schools

Prepared: Julie Labie
Approved: Kenneth H. Folks
Budget: __________________________
Legal: __________________________
The Board of School Trustees of East Allen County Schools does hereby certify that it held an Executive Session meeting on July 29, 2014, at 6:30 p.m., at the EACS Administration Building, located at 1240 State Road 930 East, New Haven, IN, and that it discussed no subject matter in such executive session other than the subject matter specified in the notice of such meeting, said subject matter being that checked below:

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

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

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

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

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

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

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

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

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

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

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


Board Members Absent: None

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

BY: ____________________________  BY: ____________________________
President  Secretary
Action Items
APPLICATION AND RECEIPT OF FUNDS FOR
INDIANA COLLEGE SUCCESS MENTORING (ICSM) PARTNERSHIP

Background:

East Allen County Schools is eligible to request and receive $20,000 in SY2014/15 ($5,000 per HHS, LHS, NHHS and WHS) to benefit students who are 21st Century Scholar students. The purpose of these funds is to provide additional educational opportunities for these eligible students to plan, prepare and pay for college. EACS will utilize funds consistent with the intent of Indiana College Success Mentoring programming throughout the term of this award. This grant was originally known as the College Access Challenge Grant (CACG).

Recommendation:

That the Board of School Trustees approves the application for and receipt of Indiana College Success Mentoring SY14/15 funding.

Prepared: Rose Fritzheimer
Approved: Michael Shaffer
Budget: 
Legal: 

Kenneth H. Folks
Superintendent of Schools
Abstract

Indiana College Success Mentoring (ICSM) Partnership

Over the past several years, the Indiana Mentoring Partnership has collaborated with the following Indiana College Success Coalition (CSC) lead organizations:

- Learn More Indiana
- Indiana Commission for Higher Education
- Indiana Department of Education
- State Student Assistance Commission of Indiana
- Indiana Department of Workforce Development

among others to provide this mentoring sub-grant to benefit 21st Century Scholar students at Heritage, Leo, New Haven and Woodlan.

When first approved, East Allen County Schools partnered with Fellowship Missionary Church to complete and submit an application for this grant award. For the past few years, our mentoring partner has been Big Brothers / Big Sisters of Northeast Indiana. Because Big Brothers / Big Sisters of Northeast Indiana applies to serve as a mentor provider, EACS remains eligible to again receive this year a mentoring sub-recipient award. Through those funds, East Allen County Schools receives $5,000 for each of our junior- and senior-serving high schools for a total of $20,000 / year. With these funds, these EACS high schools provide tutoring opportunities and/or professional development opportunities for staff, Gold Star Counseling status and the like - all to benefit 21st Century Scholars in these buildings. This will likely be the final year of the ICSM funding.

The support will be in the form of a $5,000 award plus resources to provide activities and information (materials) to 21st Century Scholar students regarding college success. Materials will include the following:

- Cash for College!
- College GO! Week
- OnTrack magazine
- KnowHow2GoIndiana

The other components of this award include completing student surveys and conducting information sessions for students and parents to learn more about the opportunities that exist in college and to help Plan, Prepare and Pay for college success. The eligible participants in this program are 21st Century Scholar students.

EACS representatives respectfully ask for approval to receive the Mentoring sub-grant funds through the Indiana College Success Mentoring program (ICSM), to benefit EACS students who are 21st Century Scholars at each of the schools listed above.
APPLICATION AND RECEIPT OF FUNDS FOR TITLE III ALLOCATION TO SERVE LIMITED ENGLISH PROFICIENT (LEP) STUDENTS

Background:

East Allen County Schools is eligible to request and receive Title III: Language Instruction for Limited English Proficient (LEP) students from the Indiana Department of Education "to help ensure that LEP children attain English proficiency and develop high levels of academic attainment" for SY14/15. In SY13/14, the Title III allocation was $108,688.16, and we have been notified that our SY14/15 allocation amount is $113,099. The application will be submitted and reviewed by the I-DOE, and, after the Title III application is approved, EACS will utilize the funds in a manner consistent with the intent of these funds.

Recommendation:

That the Board of School Trustees approves the application and receipt of Title III: Language Instruction for Limited English Proficient (LEP) grant funds.

Prepared: Teresa Knoblauch/R. Fritzinger
Approved: Michael Shaffer
Budget: 
Legal: 

Kenneth H. Folks
Superintendent of Schools
ABSTRACT for Title III: SY2014/2015
Language Instruction for Limited English Proficient (LEP)
from the Indiana Department of Education

This Abstract has been prepared for the East Allen County Board of School Trustees to review and approve East Allen County Schools to request and receive funding, if approved, for Title III: Language Instruction for Limited English Proficient (LEP) grant.

Title III funds began as a new allocation from the State of Indiana’s Department of Education during the 2002/2003 school year and funds are based upon the number of LEP students in school districts throughout Indiana. School districts with the required minimum number of LEP students as of the SY13/14 count date are eligible to request and receive Title III funds. These amounts are distributed on a per LEP student basis and the figure was $146.48 in SY13/14. According to guidance from the I-DOE, EACS anticipates a similar amount for SY14/15. Districts with fewer than the required number of LEP students may apply as a member of a consortium.

The number of LEP students from SY13/14 will generate the allocation amount for Title III. East Allen County Schools’ allocation for this school year (including EACS and participating nonpublic school(s)) will be provided by the I-DOE at a future date. In SY13/14, the Title III allocation amount was **$108,688.16 (based upon 742 LEP students)** for EACS and our participating (in-boundary) non-public schools.

According to this I-DOE application, the purpose of Title III funds is

- Developing and implementing new language instruction educational program and academic content instruction programs for such children and youth, including programs of early childhood education, elementary education school programs, and secondary school programs.
- Carrying out highly focused, innovative, locally developed activities to expand or enhance existing language instruction educational programs and academic content instruction program for such children and youth.
- Implementing, within an individual school, school-wide programs for restructuring, reforming, and upgrading all relevant programs, activities, and operations relating to language instruction educational programs and academic content instruction for such children.
- Implementing, within the entire jurisdiction of a local educational agency, agency-wide programs for restructuring, reforming, and upgrading all relevant programs, activities, and operations relating to language instruction educational programs and academic content instruction for such children.

Through Title III funds, East Allen County Schools will work to

- Increase the English proficiency of LEP children by providing high-quality language instruction educational programs that are based on scientifically-based research demonstrating the effectiveness of the programs in increasing English proficiency and student academic achievement in the core academic subjects.
- Support the Families Learning Together program in partnership with the Literacy Alliance.
- Maintain the school-based bilingual support staff (salary and benefits, when necessary) to aid in supplemental instruction.
- Provide high-quality professional development to classroom teachers (including those outside the setting of language instruction educational programs), principals, administrators, and other school personnel.

EACS will utilize Title III funds to meet the purpose / focus area(s) described above. Title III applications are due on or before August 30, 2014. Then, upon approval, the allocation must ONLY be expended as requested for appropriate Title III purpose(s)/focus areas approved by the I-DOE. **Title III funding may not supplant other funding. Title III may only be used to supplement assistance for LEP students which the district would not otherwise provide.**
ACTION AGENDA
August 5, 2014

Board Agenda Item 14-0805-4.3

CONTRACT WITH GOODWILL INDUSTRIES

Background:
Collaboration with Goodwill Industries of Northeast Indiana is a vital component of the 1-REACH program (18-22 program). This contract allows collaboration between EACS and Goodwill Industries of Northeast Indiana to provide increased job training for students enrolled in 1-REACH. Programming takes place two days per week, and vocational instruction and job coaching.

Recommendation:
That the Board of School Trustees approves the contract with Goodwill Industries of Northeast Indiana, as presented, to be paid from the General Fund.

Signed:

Kenneth H. Folks
Superintendent of Schools

Prepared: Connie Brown
Approved: Dr. Kenneth Folks
Budget: _______________________
Legal: _______________________
Contract Agreement for Transitions Day Program Services

This Agreement is made this 1st day of August, 2014, between Goodwill Industries of Northeast Indiana, Inc., (hereinafter “Goodwill Industries”) an Indiana not-for-profit corporation, and East Allen County Schools (hereinafter “EACS”).

Whereas, Goodwill Industries has agreed to collaborate with EACS to provide services to a select number of EACS students.

Now, therefore, in mutual considerations of the promises contained herein, the parties agree as follows:

1. EACS: Term. This Contract Agreement is in effect for a maximum period of 35 weeks, unless terminated earlier pursuant to paragraph 5.
2. Duties. EACS agrees to provide a paraprofessional with the students who will be present with the students at all times. EACS also agrees to provide the students transportation to and from the facility and transportation to and from outings. EACS paraprofessional agrees to attend orientation at Goodwill Industries prior to the initiation of this program.
3. Duties. Goodwill Industries agrees to provide a Direct Support Professional that will be trained and present at all times, and who will provide in-class vocational training/job coaching for students enrolled in IREACH.
4. Compensation. During the contract period, EACS shall pay Goodwill Industries, at an hourly rate of $4.72 per slot for the 35 week period, or a maximum of $8,260.00. The price of $8,260.00 is the agreed upon price for the 35 weeks for up to 10 students regardless of individual student attendance. (EACS school cancellations on days in which EACS students are scheduled to attend shall not be billed to EACS.) Should EACS decide to increase the student numbers above 10, a new amount would need to be negotiated. Goodwill Industries will submit a monthly invoice to EACS which shall be paid upon receipt.
5. Termination. Either party may cancel this Agreement upon two (2) weeks written notice to the other party. Goodwill industries may also terminate this Agreement immediately for “good cause”.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
7. The rights and duties of Goodwill Industries under this Agreement shall inure to the benefit of and shall be binding upon the successor and assigns of Goodwill Industries, and the right and duties of EACS shall be binding upon the EACS heirs, representatives and assigns.
8. EACS acknowledges that they have read and understand all of the forgoing Agreement and acknowledges receipt of a copy of this Agreement and that the same constitutes the entire Agreement between the parties hereto.
9. This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof and supersedes any and all prior agreements relative to this subject matter. No term or provision hereof may be changed, modified, or terminated, in whole or in part, except by a writing signed by both parties hereto. No waiver of any provisions of this Agreement or of any rights of either party shall be effective or binding unless in writing and signed by the party claiming to have been given such waiver.
10. Both parties agree to indemnify and hold each other harmless for the services provided for this program.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EAST ALLEN COUNTY SCHOOLS

GOODWILL INDUSTRIES OF NORTHEAST INDIANA

By

[Signature]

Its

[Signature]
ACTION AGENDA

August 5, 2014

Board Agenda Item 14-0805-4.4

--

CONTRACT WITH EASTER SEALS ARC

Background:

Collaboration with Easter Seals ARC is a vital component of I-REACH, the EACS program serving 18-22 year old students. The contract with Easter Seals ARC allows collaboration between EACS and Easter Seals ARC to facilitate student participation in the Easter Seals ARC "Transitions Day" programs. Programming takes place one day per week and includes community-based instruction as well as daily living skills.

Recommendation:

That the EACS Board of School Trustees approves the contract with Easter Seals ARC, as presented, to be paid from the General Fund.

Kenneth H. Folks
Superintendent of Schools

Prepared: Connie Brown

Approved: Kenneth H. Folks

Budget:

Legal:
Contract Agreement for Transitions Day Program Services

This Agreement is made this 1st day of August, 2014, between Easter Seals Arc of Northeast Indiana, Inc., (hereinafter “Easter Seals Arc”) an Indiana not-for-profit corporation, and East Allen County Schools (hereinafter “EACS”).

whereas, Easter Seals Arc has agreed to collaborate with EACS to provide services to a select number of EACS students.

Now, therefore, in mutual considerations of the promises contained herein, the parties agree as follows:

1. **EACS: Term.** This Contract Agreement is in effect for a maximum period of 35 weeks, unless terminated earlier pursuant to paragraph 5.

2. **Duties.** EACS agrees to provide a paraprofessional with the students who will be present with the students at all times. EACS also agrees to provide the students transportation to and from the facility and transportation to and from outings. EACS paraprofessional agrees to attend a week long orientation at Easter Seals Arc prior to the initiation of this program.

3. **Duties.** Easter Seals Arc agrees to provide a Direct Support Professional that will be trained and present at all times. Easter Seals Arc will provide activity plans, supplies, snacks and entry fees into any activities that are being carried on in the program during the contract period.

4. **Compensation.** During the contract period, EACS shall pay Easter Seals Arc, at an hourly rate of $4.72 per slot for the 35 week period, or a maximum of $4,956.00, plus $1,000 for outings and supplies. The price of $5,956.00 is the agreed upon price for the 35 weeks for up to 6 students regardless of individual student attendance. (EACS school cancellations on days in which EACS students are scheduled to attend shall not be billed to EACS.) Should EACS decide to increase the student numbers above 6, a new amount would need to be negotiated. Easter Seals Arc will submit a monthly invoice to EACS which shall be paid upon receipt.

5. **Termination.** Either party may cancel this Agreement upon two (2) weeks written notice to the other party. Easter Seals may also terminate this Agreement immediately for “good cause”.

6. **This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.**

7. **The rights and duties of Easter Seals Arc under this Agreement shall inure to the benefit of and shall be binding upon the successor and assigns of Easter Seals Arc, and the rights and duties of EACS shall be binding upon the EACS heirs, representatives and assigns.**

8. **EACS acknowledges that they have read and understand all of the foregoing Agreement and acknowledges receipt of a copy of this Agreement and that the same constitutes the entire Agreement between the parties hereto.**

9. **This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof and supersedes any and all prior agreements relative to this subject matter. No term or provision hereof may be changed, modified, or terminated, in whole or in part, except by a writing signed by both parties hereto. No waiver of any provisions of this Agreement or of any rights of either party shall be effective or binding unless in writing and signed by the party claiming to have given such waiver.**

10. **Both parties agree to indemnify and hold each other harmless for the services provided for this program.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EAST ALLEN COUNTY SCHOOLS

EASTER SEALS ARC OF NORTHEAST INDIANA

______________________________

By____________________________

Its__________________________
ACTION AGENDA

August 5, 2014

Board Agenda Item 14-0805-4.5

CONTRACT WITH SCHOOL IMPROVEMENT NETWORK (PD360)

Background:
PD 360 Professional Development On-Demand is a web-based learning resource that supports teachers by providing ideas, instructional strategies and real classroom examples on demand. The professional development content includes sessions and resources on differentiated instruction, English Language Learners, classroom management and working with students of special needs among other topics. The PD360 professional development is provided by the School Improvement Network.

Recommendation:
That the Board of School Trustees approves the contract with School Improvement Network in the amount of $6,995.00 for SY 14/15.

[Signature]
Kenneth H. Folks
Superintendent of Schools

Prepared: Robin Amstutz
Approved: Dr. Michael Shaffer
Budget: 683-22120-31200-0015
Legal:
Service Agreement

Company Address 32 West Center Street
Midvale, UT 84047
US

Created Date 2/21/2014
Expiration Date 8/31/2014
Quote Number 00012956

Terms and Termination

The initial term of this Agreement shall begin, at the earliest, on the signing of this agreement, or the date a purchase order is received by SINET in the amount stated above, and shall continue for a period of one (1) year (the "Initial Term"). This agreement will automatically renew for four (4) additional one (1) year terms (a "Renewal Term" and together with the Initial Term, the "Term"), unless either party delivers written notice of its intent not to renew no later than thirty (30) days prior to the end of the then current Term.

Years following the current term may be terminated without liability to the Customer when it is deemed to be in the best interest of the Customer to so act. Notification of termination must be in writing and issued by Customer’s or authorized representatives. Subsequent years termination notices must be received no later than thirty (30) days prior to the end of the then current Term. All usage of PD 360 content in any form, whether through PD 360 or through any other means, is under a non-exclusive license that terminates upon termination of the Agreement. Notice of termination should be sent to: PD 360 Licenses, School Improvement Network, 32 West Center Street, Midvale, UT 84047; or faxed to 801-566-6985.

Contact Information

Prepared By Nick Hargreaves
Phone 8017558520
E-mail nick.hargreaves@schoolimprovement.com

Contact Name Marilyn Hissong
Phone (260) 446-0100 ext. 3124
Email mhissong@eacs.k12.in.us

Bill To Name East Allen County Schools
Bill To 1240 State Road 930 East
New Haven, IN 46774
USA

Ship To Name East Allen County Schools
Ship To 1240 State Road 930 East
New Haven, IN 46774
USA

<table>
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<tr>
<th>Product</th>
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<tbody>
<tr>
<td>EES License</td>
<td>1.00</td>
<td>$6,995.00</td>
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Subtotal $6,995.00
Grand Total $6,995.00
Agreed and Accepted

This Purchase and Pricing Agreement is valid for 45 days from the Effective Date unless accepted in writing with the expected purchase date and returned to SINET on or before the expiration date via mail or fax at 801-566-6665.

Purchase via (Check the desired option):

____ Purchase Order Number: ______________________

____ Purchase Order Number will be mailed within fourteen days

____ Check will be mailed within fourteen days

East Allen County Schools

Date__________________________
Signature: __________________________
Name: ____________________________
Title: ____________________________

School Improvement Network

Date__________________________
Signature: __________________________
Name: ____________________________
Title: ____________________________
PROCUREMENT SERVICES FOR FOOD SERVICE PROGRAM

Background:
This is our third year that East Allen plans to contract Classic Cafe to prepare, cook and deliver lunch to the East Allen Alternative Education Students at Village. An East Allen Food Service worker goes to Village to oversee an East Allen Alternative School student serve the students while she cashiers. The food service worker finishes her day up at Paul Harding Jr High.

Recommendation:
That the Board of School Trustees approves another year of services from Classic Cafe.

Prepared: Carol Smith
Approved: Kirby Stahly
Budget: Food Services
Legal:
IDOE/CACFP

CONTRACT FOR FOOD SERVICE

Revised 06/04

This written agreement between Village Alternative, referred to as "Institution," and Classy Catering, referred to as "Vendor," is for the purpose of carrying out the Child and Adult Care Food Program found at 7 CFR Part 226, which is incorporated and made a part of this agreement by reference.

It is agreed by the parties that in consideration of payment for a per meal cost for each type of meal, and in consideration of the food services provided by the vendor, the following terms, conditions, and covenants shall govern the contract relationship between the parties.

TERMS, CONDITIONS, AND COVENANTS

1. Length of Agreement: It is agreed by the parties that this agreement and the terms, conditions, covenants, obligations, and requirements contained in the agreement shall begin on August 1, 2014, and shall terminate on July 31, 2015.

2. Vendor Status and Choice of Law: It is further agreed by the parties that in performing under this agreement the Vendor, its agents, employees, officers, or associates are independent contractors (as that term is defined, understood, and used for all purposes in Indiana) and that nothing in the agreement is to be construed as establishing an employer-employee relationship (as those terms are defined, understood, and used for all purposes in Indiana). It is further agreed by the parties that the applicable laws of the State of Indiana and of the United States shall govern the validity, construction, and effect of this agreement.

3. Cancellation of Agreement: It is further agreed by the parties that this agreement may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the date of termination. If the agreement is terminated in accordance with this section, the Institution shall be liable to pay for the performance of the Vendor that is approved and completed prior to the effective date of the termination.

4. Entire Agreement: It is further agreed by the parties that this written agreement constitutes the entire and only agreement between the parties and may be amended only by a written instrument signed and dated by authorized persons, with the intent to be bound.

5. Certification of Non-discrimination: It is further agreed by the parties not to discriminate on the basis of race, color, religion, sex, national origin, age, or disability in the selection of participants for the program supported by this agreement or in the employment of staff as required by the Indiana Civil Rights Law (IC 22-9-1); Acts of 1973, P. L. 218, Section 1 (IC 20-8.1-2-1); Titles VI and VII of the Civil Rights Act of 1964, as amended; The Equal Pay Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

VENDOR'S DUTIES, ASSURANCES, AND WARRANTIES

1. The Vendor promises that is has facilities adequate to prepare the meals that are the subject of this contract, and that the Vendor has and shall maintain Federal, State, or Local Certification for the facility in which it prepares those meals. The Vendor further promises that it will meet health and sanitation requirements set forth by Retail Food Establishment Sanitation Requirements (410 IAC 7-20), which is incorporated and made a part of this agreement by reference.

2. The vendor agrees to supply the following meals to the Institution (please check all meals that apply):

- [ ] Breakfast
- [X] Lunch
- [ ] Supper
- [ ] A.M. Supplement
- [ ] P.M. Supplement
- [ ] Night Supplement
3. The Vendor agrees to provide the meals [ ] INCLUSIVE or [x] EXCLUSIVE of milk (please check one) that are the subject of this agreement at a per meal price for each type of meal in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Price per Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td>$2.17</td>
</tr>
<tr>
<td>Supper</td>
<td></td>
</tr>
<tr>
<td>A.M. Supplement</td>
<td></td>
</tr>
<tr>
<td>P.M. Supplement</td>
<td></td>
</tr>
<tr>
<td>Night Supplement</td>
<td></td>
</tr>
</tbody>
</table>

4. The Vendor agrees to maintain complete and accurate records, and to make those records available to the Institution for a period of five (5) years from the date of the last payment under this contract. The Vendor further agrees to make these records available for inspection and audit by representatives of the Indiana Department of Education, the U.S. General Accounting Office, and the U.S. Department of Agriculture. The records shall include the following information:

   a. Daily menus and quantities of food prepared, by type of meal.
   b. Daily number of meals furnished, by type of meal.
   c. Invoices, receipts, and other evidence to support the information given in 4a and 4b.

5. The Vendor agrees to submit invoiced and delivery reports to the institution by the 3rd day of each month.

6. The Vendor warrants that meals prepared under this agreement shall conform to the cycle menu agreed upon by the parties, except for changes upon which there is mutual agreement.

7. The Vendor agrees to deliver meals, or have meals available for delivery, according to the following schedule:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Number Requested</th>
<th>Delivery Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td>35</td>
<td>Prior to 10:30</td>
</tr>
<tr>
<td>Supper</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. M. Supplement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P. M. Supplement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Night Supplement</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Meals shall be delivered or made available for delivery [ ] UNITIZED or [x] NON-UNITIZED (please check one).

8. The Vendor agrees that the Institution shall not be liable for payment under this agreement for meals delivered outside of the agreed delivery time, or meals which are spoiled, or do not meet the requirements under 7 CFR Part 226.20 of the Child and Adult Care Food Program, which is incorporated by reference and made a part of this agreement.

9. If the Vendor is receiving donated commodities or Federal assistance under any of the following programs, the Vendor agrees that payments received under this agreement shall be deposited into its nonprofit food service account, and all expenditures made in connection with this agreement shall be paid for from this nonprofit food service account:

   a. The National School Lunch Program under 7 CFR Part 210
   b. The School Breakfast Program under 7 CFR Part 220
   c. The Special Milk Program under 7 CFR Part 215

10. The Vendor agrees to be solely liable for the fulfillment of the agreement. The Vendor will not sublet, assign, or otherwise dispose of any portions of this agreement without advance written approval by an authorized signature of the Institution.
11. The Vendor agrees to indemnify and hold harmless the Institution from and against any claim or liability arising from any negligent act or omission of the Vendor, its agents, officers, employees, or associates in the performance of this agreement.

**INSTITUTION’S DUTIES, ASSURANCES, AND WARRANTIES**

1. The Institution agrees that if an increase or decrease in the number of meals provided by the Vendor on an occasional basis is necessary, the Institution shall give written notice to the Vendor no later than 1 week prior to meals being served. If an unforeseeable event prevents the Institution from providing written notice of the change to the Vendor in the manner agreed upon, the Institution will give oral notice at the earliest possible time and will follow-up with a written confirmation mailed to the Vendor the same business day.

2. The Institution agrees to pay the Vendor monthly in accordance with the invoices submitted by the Vendor.

3. **Ethics Compliance.** The Institution and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Institution is not familiar with these ethical requirements, the Institution should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/>>> If the Institution or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Institution. In addition, the Institution may be subject to penalties under Indiana Code § 4-2-6-12.

---

**IN WITNESS WHEREOF,** the parties have set their hands by proper persons duly authorized.

**FOR THE INSTITUTION:**

[Signature]
Name/Title: [Name]
Date: July 9, 2014

**FOR THE VENDOR:**

[Signature]
Name/Title: [Name]
Date: 7-8-14

**ATTEST:**

[Signature]
Name/Title: [Name]
Date: 7-9-14

---

**FOR THE VENDOR:**

[Signature]
Name/Title: [Name]
Date: 7-8-14

**ATTEST:**

[Signature]
Name/Title: [Name]
Date: [Date]
MEET AND CONFER MANAGEMENT PROPOSALS

Background:
The Meet and Confer time line established for food service employees, secretaries, paraprofessionals and nurses indicates a written report on economic and non-economic items be presented to the board by July 20. The report will be published and written comment will be accepted until July 25, 2014. Final consideration of the report and management's recommendations will be considered by the Board on August 5th.

Recommendation:
That the Board of School Trustees reviews and approves management's recommendations on August 5, 2014.

Kenneth H. Folks
Superintendent of Schools

Prepared: Amanda Ricketts
Approved: 
Budget: 
Legal: 
## RECOMMENDED ECONOMIC MEET AND CONFER PROPOSALS

**Date:** ____ July 15, 2014 ____

<table>
<thead>
<tr>
<th>Employee Group</th>
<th>Management Proposal</th>
<th>Employee Group Proposal</th>
<th>Recommendation</th>
</tr>
</thead>
</table>
| **Food Service** | 1. Section 23. New hires and those rehired after a break in service will be considered probationary Food Service Workers for the first sixty (60) actual working days. However, Nurses, Food Service Workers, Paraprofessionals, and Secretaries will be eligible for benefits after a period of sixty (60) calendar days. Probationary Food Service Workers may be transferred, disciplined, suspended, or discharged as exclusively determined by the Board and will have no recourse under the Corporation’s Classified Employee Complaint and Review Process.  

2. Management recommends no additional changes, except reserves the option to modify the Corporation’s contribution rates to insurance and the health insurance plans offered. | 1. Employees are requesting a cost of living increase  

2. Employees are requesting holiday pay | 1. Management recommends changing the wording of Section 23 to include an insurance waiting period of 60 calendar days rather than 60 actual days.  

2. Management will review hourly rates during the new budget year.  

3. Management recommends that EACS not grant holiday pay for this employee group.  

4. Management recommends no additional changes and Management requests that EACS reserves the option to modify the Corporation’s contribution rates to insurance and the health insurance plans offered. |
### RECOMMENDED ECONOMIC and NON-ECONOMIC MEET AND CONFER PROPOSALS

**Date:** July 15, 2014

<table>
<thead>
<tr>
<th>Employee Group</th>
<th>Management Proposal</th>
<th>Employee Group Proposal</th>
<th>Recommendation</th>
</tr>
</thead>
</table>
| Nurses         | 1. Section 23. New hires and those rehired after a break in service will be considered probationary Food Service Workers for the first sixty (60) actual working days. However, Nurses, Food Service Workers, Paraprofessionals, and Secretaries will be eligible for benefits after a period of sixty (60) calendar days. Probationary Food Service Workers may be transferred, disciplined, suspended, or discharged as exclusively determined by the Board and will have no recourse under the Corporation’s Classified Employee Complaint and Review Process.  
2. Management recommends no additional changes, except reserves the option to modify the Corporation’s contribution rates to insurance and the health insurance plans offered. | 1. Section 8 - Employees are requesting 3 personal business days  
2. Employees are requesting that a training plan including core topics be developed for new nurses.  
3. Employees are requesting that new employees are trained for up to 10 days if needed. | 1. Management recommends changing the wording of Section 23 to include an insurance waiting period of 60 calendar days rather than 60 actual days.  
2. Management recommends that EACS grant the existing two personal business days to this employee group  
3. Management recommends that the Health Services Coordinator develop a core training plan and provide training to new nurses. Management recommends no additional changes and Management requests that EACS reserves the option to modify the Corporation’s contribution rates to insurance and the health insurance plans offered.  
4. Management recommends no additional changes and Management requests that EACS reserves the option to modify the Corporation’s contribution rates to insurance and the health insurance plans offered. |
<table>
<thead>
<tr>
<th>Employee Group</th>
<th>Management Proposal</th>
<th>Employee Group Proposal</th>
<th>Recommendation</th>
</tr>
</thead>
</table>
| Paraprofessionals | 1. Section 23. New hires and those rehired after a break in service will be considered probationary Paraprofessionals for the first sixty (60) actual working days. However, Paraprofessionals will be eligible for benefits after a period of sixty (60) calendar days. Probationary Paraprofessionals may be transferred, disciplined, suspended, or discharged as exclusively determined by the Board and will have no recourse under the Corporation’s Classified Employee Complaint and Review Process.  
2. Management recommends no additional changes, except reserves the option to modify the Corporation’s contribution rates to insurance and the health insurance plans offered. | 1. Employees are requesting a review of the hourly rate index due to disproportionately  
2. Employees are requesting to be paid for a minimum of five holidays.  
3. Section 3. Employees are requesting the work year be 180 days (not number of days students are actually in attendance) plus an additional 3 or 5 days with approval of the building administrator. | 1. Management recommends changing the wording of Section 23 to include an insurance waiting period of 60 calendar days rather than 60 actual days.  
2. Management will review compensation during new budget year.  
3. Management recommends that EACS not grant holiday pay for this employee group.  
4. Management is requesting that the following language be added to Section 3: In addition to the days specified in 3.1 and 3.2, the Superintendent has the discretion to add additional days if requested by the building administrator.  
5. Management recommends no additional changes and Management requests that EACS reserves the option to modify the Corporation’s contribution rates to insurance and the health insurance plans offered. |
### RECOMMENDED ECONOMIC and NON_ECONOMIC MEET AND CONFER PROPOSALS

**Date:** July 15, 2014

<table>
<thead>
<tr>
<th>Employee Group</th>
<th>Management Proposal</th>
<th>Employee Group Proposal</th>
<th>Recommendation</th>
</tr>
</thead>
</table>
| Secretaries    | 1. Section 23. New hires and those rehired after a break in service will be considered probationary Paraprofessionals for the first sixty (60) actual working days. However, Secretaries will be eligible for benefits after a period of sixty (60) calendar days. Probationary Secretaries may be transferred, disciplined, suspended, or discharged as exclusively determined by the Board and will have no recourse under the Corporation’s Classified Employee Complaint and Review Process.  
2. Management recommends no additional changes, except reserves the option to modify the Corporation’s contribution rates to insurance and the health insurance plans offered. | 1. Employees are requesting a 10% pay increase.  
2. Employees are requesting the wording be changed in section 18 to be “Years of service will be calculated as of each January 1. For calendar year 2007, a Secretary will be credited, as of January 1, 2007, with the years of service the Secretary would have been credited on the Secretary’s 2007 anniversary date. The minimum amount of service, in a prior calendar year, to be counted as one (1) year of service would be one hundred twenty actual (120) days.  
3. Employees are requesting that Secretary I work 12 months rather than 11 month. | 1. Management will review compensation during new budget year.  
2. Management proposes changing the wording of section 18 as proposed by employees  
3. Management is recommending that Secretary I classifications remain at the 11 month (231 days) status  
4. Management recommends no additional changes and Management requests that EACS reserves the option to modify the Corporation’s contribution rates to insurance and the health insurance plans offered. |
ACTION AGENDA

August 5, 2014

Board Agenda Item ________

STUDENT iPADS - ONE-YEAR EXTENSION TO PREVIOUSLY ADOPTED PLAN

Background:

EACS’s Technology Department requests the extension for one year of the previously-adopted plan for student iPads in grades K-12. This extension is "Option 1" of the Director of Technology's options, which would maintain status quo and keep iPads for a fourth year based upon a solid durability trend and long battery life. The only monetary requirements would include purchasing chargers for incoming 7th grader students and replacing cases that are damaged.

Recommendation:

That the East Allen County Schools Board of School Trustees approves the one-year extension of the previously-adopted plan for student iPads in grades K-12.

Kenneth H. Folks
Superintendent of Schools

Prepared: Keith Madsen
Approved: Marilyn Hissong
Budget: 
Legal: 
Discussion/Action Items
APPLICATION AND RECEIPT OF FUNDS FOR THE OLIN B. AND DESTA SCHWAB FOUNDATION COLLEGE/CAREER READINESS GRANT

Background:
We respectfully request approval to submit an application to the Olin B. and Desta Schwab Foundation in the amount of $8,200 to be used to improve the College / Career Readiness skills of our students at East Allen Alternative School. This funding will be monitored by Region 8 Education Service Center. Only six schools / districts will be selected to receive $8,200 through this grant. Three requirements are mandatory: inclusion of students in participating school / district in National Student Clearinghouse; Student-led conferences (with students, parents, and teachers); and a Student Advisory Board focused on five student attributes.

Recommendation:
That the Board of School Trustees approves the application and receipt, if approved, of this request to benefit from the Olin B. and Desta Schwab Foundation grant available to increase College / Career Readiness skills for students at the East Allen Alternative School.

Kenneth H. Folks
Superintendent of Schools

Prepared: Jeff Kline / Rose Fritzinger
Approved: Michael Shaffer
Budget: 
Legal: 

ABSTRACT

Olin B. and Desta Schwab Foundation
College / Career Readiness Grant

East Allen County Schools (EACS) has been notified by Region 8 Education Service Center (Region 8 ESC) that the Olin B. and Desta Schwab Foundation have a grant opportunity available for up to six schools or school districts to increase student College / Career Readiness skills with $8,200 per award. This is a competition and there are no matching requirements. Awards will be selected based upon a review process.

The Olin B. and Desta Schwab Foundation was established in the 1970s as a philanthropic way for the Schwab family to create paths for children to learn how they may increase preparedness for college / career and be successful in college / career efforts.

All schools / districts within Allen County as well as counties contiguous to Allen County are eligible to submit an application for these College / Career Readiness funds. Applications are due by August 5, 2014. Details of this opportunity were released during a meeting held at Region 8 ESC (Decatur) on the afternoon of July 29, 2014.

There are three critical components of this research grant:

1. National Student Clearinghouse. All students in the participating school / district will be provided with inclusion (by an individual student identification number) in the National Student Clearinghouse database. This helps to track students as they go on to college.

2. Student-led conferences. Students in participating award schools (Grades 6-12) will conduct these conferences on a regular basis throughout the term of this award: September 1, 2014 through approximately Spring Break of 2015. Conferences will be student-led. Students, parents and teachers will be involved in these five-minute conferences. The purpose of this requirement is to have students reiterate often during the term of this award the five attributes for success: know (can identify personal motivations as well as personal assets); connect (understands post-secondary and work options that align with their interests and abilities); select (chooses post-secondary options that will help them achieve their goals); invest (has acquired or knows what it will take to fund this post-secondary goal); and go (has attained or is attaining the requisite skills to pursue post-secondary goals).

3. Student Advisory Board/Group. This is a focus on the five attributes (listed above) by homeroom teachers with students. This is the way that teachers serve as a mentor for their students.

The consultants for this research grant are Steve Doepker (teacher, principal, and now educational consultant) and Matt Fleck (former I-DOE Director of Guidance). Consultants will visit the awarded schools during the term of this award conducting pre- and post-tests as well as analyzing student data.

East Allen County Schools requests approval to request and receive, if approved, an Olin B. and Desta Schwab Foundation grant through Region 8 ESC to increase the College / Career Readiness skills of EACS Alternative School students.
ACTION AGENDA

August 5, 2014

NEW HAVEN HIGH SCHOOL SOFTBALL FIELD - CHANGE ORDER #2 - INSTALL A NEW 48" WIDE SIDEWALK FROM THE CEMENT SLAB IN FRONT OF THE STORAGE FACILITY DOOR TO EXISTING SIDEWALK

Background:
This change order for the New Haven High School Softball Field Project is to correct an issue identified by the Allen County Building Department. The cement slab in front of the storage facility door needs to be connected to the existing sidewalk on the south side of the facility. This change order is an increase of $2,083.69 to the contract value.

Recommendation:
That the Board of School Trustees approves this change order for the New Haven High School Softball Field Project.

Prepared: Doug Roemer
Approved: Kirby Stahly
Budget: within Budget of $550,000
          contained within Capital Projects
Legal:    

Kenneth H. Folks
Superintendent of Schools
Change Order

PROJECT (Name and address):
New Haven High School Softball Field
1300 Green Road
New Haven, IN 46774

TO CONTRACTOR (Name and address):
Hamilton Hunter Builders, Inc.
915 South Lafayette St.
Fort Wayne, IN 46802

CHANGE ORDER NUMBER: CO-002
DATE: August 1, 2014

ARCHITECT: 

ARCHITECT'S PROJECT NUMBER: 414002.00

CONTRACT DATE:

CONTRACT FOR: General Construction

OWNER: 
ARCHITECT: 
CONTRACTOR: 
FIELD: 
FILE: 843:

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

1) Provide ADA compliant sidewalk from main sidewalk to Storage Room stoop .................. $2,083.69

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

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

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

The Moake Park Group, Inc.
ARCHITECT (Firm name)
202 West Berry Street, Suite 630
Fort Wayne, IN 46802

BY (Signature)

Steven C. Hinton,
Construction Administrator
(Typed name)

April 1, 2014
DATE

Hamilton Hunter Builders, Inc.
CONTRACTOR (Firm name)
915 South Lafayette St.
Fort Wayne, IN 46802

BY (Signature)

Jeff Trier
Hamilton Hunter
(Typed name)

DATE

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

BY (Signature)

Kirby Stahly,
Assistant Superintendent
(Typed name)

DATE

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WOODLAN K-12 PROJECT: NORTH ENTRANCE GUARDRAIL WORK

Background:
The new entrance from "the former US 24" to the Woodlan K-12 Campus requires a guardrail system. Requests for quotes were sent out to three contractors. EACS received one (1) quote from: Specialities Company. The quote was opened at 10:15 AM on August 29th. Specialities Company submitted a compliant quote. The cost to perform the work is $10,875. Administration recommends that the Board of School Trustees awards this quote to Specialities Company for a total contract value of $10,875.

Recommendation:
That the Board of School Trustees awards the Woodlan K12 Guardrail Work to Specialities Company.

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: Construction Funds
        Estimate Contingency $444,905
Legal:  

Kenneth H. Folks
Superintendent of Schools
2014 EACS Summer School Data

Percentage of Students Completing a Course

<table>
<thead>
<tr>
<th></th>
<th>Registered</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEHS</td>
<td>110</td>
<td>71</td>
</tr>
<tr>
<td>LEHS</td>
<td>216</td>
<td>184</td>
</tr>
<tr>
<td>NHHS</td>
<td>168</td>
<td>130</td>
</tr>
<tr>
<td>WOHS</td>
<td>20</td>
<td>15</td>
</tr>
<tr>
<td>District</td>
<td>514</td>
<td>400</td>
</tr>
<tr>
<td>2013 District</td>
<td>365</td>
<td>143</td>
</tr>
</tbody>
</table>

Registered = the number of students who registered for a course prior to the start of summer school.

Completed = the number of students who completed a course and received a final grade.
### 2014 EACS Summer School Data

#### Percentage of Credits Earned

<table>
<thead>
<tr>
<th></th>
<th>HEHS</th>
<th>LEHS</th>
<th>NHHS</th>
<th>WOHS</th>
<th>District</th>
<th>2013 District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attempted</td>
<td>87</td>
<td>193</td>
<td>147</td>
<td>19</td>
<td>446</td>
<td>143</td>
</tr>
<tr>
<td>Earned</td>
<td>62</td>
<td>177</td>
<td>118</td>
<td>12</td>
<td>369</td>
<td>116</td>
</tr>
</tbody>
</table>

**Attempted** = the number of students who attempted to receive a credit and were present more than 5 days of summer school.

**Earned** = the number of students who earned a passing grade and received credit.
Information Item
August 5, 2014 Board Meeting

GrapeSeed Materials Purchases

Through our EL Research, review of our EL consultant visit findings, and recommendations at curriculum council meetings and Title III Director meetings, we are purchasing the following materials for implementation of the GrapeSeed curriculum. The GrapeSeed curriculum will be implemented at Southwick and Prince Chapman Academy for Level 1 and 2 EL students as well as identified non-EL students struggling with language and vocabulary development. The materials being purchased at this time are 8 classroom sets of Units 1-5 with teacher’s manuals. Three classroom sets are being purchased with Southwick’s Title I Funds, three classroom sets are being purchased with RSCIG (Refugee grant funds), and two classroom sets are being purchased with Prince Chapman’s Title 1 Funds. Each classroom set of materials costs a total of $7600 each for a total of $63,200. The classroom sets include the following items:

**GrapeSEED Unit One (Family and Friends)**

- 11 Songs
- 5 Action Activities
- 3 Shared Reading Poems (with Coordinating Phonogram Picture Cards)
  - 2 Shared Reading Big Books
  - 5 Stories
  - 1 Jonny Bear Story Dictionary
  - Vocabulary Card Pack
  - Complete A-Z Phonogram Pack
- Welcome Pack (Character Posters, Season Posters, Welcome Banner)

**GrapeSEED Unit Two (All About Us & Clothing)**

- 8 Songs
- 4 Action Activities
- 1 Activity Poster
- 3 Shared Reading Poems (with Coordinating Phonogram Picture Cards)
  - 2 Shared Reading Big Books
  - 4 Stories
  - 1 Jonny Bear Story Dictionary
  - Vocabulary Card Pack
  - Complete A-Z Phonogram Pack
GrapeSEED Unit Three (All Around My School)

5 Songs
1 Chant
2 Action Activities
3 Shared Reading Poems (with Coordinating Phonogram Picture Cards)
  2 Shared Reading Big Books
  4 Stories
  1 Jonny Bear Story Dictionary
  Vocabulary Card Pack
  Complete A-Z Phonogram Pack

GrapeSEED Unit Four (Farm Animals and Bugs)

8 Songs
1 Chant
3 Shared Reading Poems (with Coordinating Phonogram Picture Cards)
  2 Shared Reading Big Books
  4 Stories
  1 Jonny Bear Story Dictionary
  Vocabulary Card Pack
  Complete A-Z Phonogram Pack
  Writers

GrapeSEED Unit Five (Fruits and Vegetables)

9 Songs
1 Chant
3 Shared Reading Poems (with Coordinating Phonogram Picture Cards)
  2 Shared Reading Big Books
  4 Stories
  1 Jonny Bear Story Dictionary
  Vocabulary Card Pack
  Complete A-Z Phonogram Pack
  Writers
GrapeSEED EEEs (Essential English Environment)-20 copies of each of the units below are included with each classroom set purchased. 5 additional copies of each unit below are being provided at no additional cost.

**Unit One EEE**
1 Song Book  
5 Story Books  
1 Jonny Bear Story Dictionary  
1 CD  
1 DVD

**Unit Two EEE**
1 Song Book  
4 Story Books  
1 Jonny Bear Story Dictionary  
1 CD  
1 DVD

**Unit Three EEE**
1 Song Book  
4 Story Books  
1 Jonny Bear Story Dictionary  
1 CD  
1 DVD

**Unit Four EEE**
1 Song Book  
4 Story Books  
1 Jonny Bear Story Dictionary  
1 CD  
1 DVD

**Unit Five EEE**
1 Song Book  
5 Story Books  
1 Jonny Bear Story Dictionary  
1 CD  
1 DVD
ENERGY LEADERSHIP-
A Professional Services Agreement for Energy Conservation

August 5, 2014
- Integrated design and construction experts focused on energy conservation and delivering optimal learning environments
- Based in Indianapolis with offices in Illinois, Wisconsin, and Texas
- 62 ENERGY STAR® certified buildings and counting
- Over $3 million saved annually through Energy Leadership
Mike Lindsey, Energy Leader

- BSME Rose-Hulman
- IASBO School Support Professional of the Year
- 13 years experience as a Facility Manager for Public Schools in Allen County
- 12 years experience as an energy management contractor
- 25 year resident of Allen County
Energy Leadership Program Impact

- Program started in July 2013, savings of over $504K in first nine months of the program.

- Program started in 2011, energy use reduction of 20% for 2013-14. Savings of nearly $1.3M.

- Program started in 2011, energy use reduction of 18.4% in 2013. Savings of over $577K in 2013.
Energy Leadership's Key Elements

1. Strategic Energy Planning
2. Leadership with Focus
3. Communication
4. Measurement & Verification
Benchmarking via Energy Use Index (EUI)

- EUI is the key matrix for measuring energy performance
- Calculated by dividing the total amount of energy that a school uses (kBTU) by the total floor area (Sq Ft)
- The lower the EUI, the better the school’s overall energy performance
Energy Use Index Comparison

- **EACS**: Initial Usage 82, After EL 67
- **FWCS**: Initial Usage 69, After EL 57
- **BCSC**: Initial Usage 86, After EL 70

Legend:
- Light blue: Initial Usage
- Dark blue: After EL
Financial Benefits for EACS in 2015

- An 18.6% reduction in total energy use
- Gross savings of $319,436
- Investment of $162,400
  - Performance Services Program Fee
  - EACS Energy Manager Cost
- Net savings of over $157,000 during the first year of the program
- Net savings over the next decade of over $2.4M
- Performance Services program fee ends after year five of the program
# Program Cash Flow for EACS

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Utility Savings</td>
<td>$319,436</td>
<td>$329,019</td>
<td>$338,890</td>
<td>$349,056</td>
<td>$359,528</td>
<td>$370,314</td>
<td>$381,423</td>
<td>$392,866</td>
<td>$404,552</td>
<td>$416,792</td>
<td>$3,741,976</td>
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<tr>
<td>Program Fee</td>
<td>$80,400</td>
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<td>$80,400</td>
<td>$80,400</td>
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<td>$80,400</td>
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<td>$402,000</td>
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<tr>
<td>Energy Manager</td>
<td>$82,000</td>
<td>$83,640</td>
<td>$85,313</td>
<td>$87,019</td>
<td>$88,759</td>
<td>$90,535</td>
<td>$92,345</td>
<td>$94,192</td>
<td>$96,076</td>
<td>$97,998</td>
<td>$902,877</td>
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<tr>
<td>Investment</td>
<td>$162,400</td>
<td>$164,040</td>
<td>$165,713</td>
<td>$167,419</td>
<td>$169,159</td>
<td>$90,535</td>
<td>$92,345</td>
<td>$94,192</td>
<td>$96,076</td>
<td>$97,998</td>
<td>$1,304,877</td>
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<tr>
<td>Net Savings</td>
<td>$157,036</td>
<td>$164,979</td>
<td>$173,177</td>
<td>$181,637</td>
<td>$190,369</td>
<td>$279,779</td>
<td>$289,078</td>
<td>$298,674</td>
<td>$308,576</td>
<td>$318,794</td>
<td>$2,437,099</td>
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Implementation Process

- Facility and behavioral analysis
- Develop your EACS energy use guidelines
- Hire the right Energy Manager
- Install utility tracking software*
  - Independent, third party software
  - UMPRO from Utility Management Services

* You already own the software that we use to track program performance
<table>
<thead>
<tr>
<th>Candidate Selection Process</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>A. Job Description (finalize)</td>
<td>Will work with EACS's HR team</td>
</tr>
<tr>
<td>B. Interview Process</td>
<td>PSI assists screening, interviews and I.D. final candidates. PSI agrees on final candidate</td>
</tr>
<tr>
<td>C. Candidate Behavioral Survey</td>
<td>PSI utilizes an EEOC compliant behavioral assessment tool and certified consultant for this process</td>
</tr>
<tr>
<td>D. On-Boarding and Training</td>
<td>PSI develops the on-boarding and training program, leveraging candidate strengths and addressing development areas</td>
</tr>
<tr>
<td>E. Annual Performance Appraisal</td>
<td>PSI will participate with EACS to provide valuable feedback for continued professional development</td>
</tr>
</tbody>
</table>
Primary Duties of the Energy Manager

- Direct the Energy Leadership Program
- Monitor and analyze monthly energy use
- Serve as the chief energy steward of the district by promoting conservation efforts
- Inspect and audit each school to ensure compliance with the program’s standards
- Share audit results with appropriate stakeholders
- Report program results to the Administration and Board
Energy Leadership Proposal Summary

- Sustainable energy savings
- Demonstrates accountability and stewardship
- Very collaborative, district wide initiative
- Behavioral-base program
- Guaranteed Results
EACSc
EAST ALLEN COUNTY SCHOOLS

DREAM IT. DO IT.

ENERGY LEADERSHIP-
A Professional Services Agreement
for Energy Conservation

August 5, 2014
Discussion Items
APPLICATION AND RECEIPT OF FUNDS FOR SAFE HAVEN FUNDING

Background:
East Allen County Schools (EACS) is eligible to again request and receive support from the Indiana Criminal Justice Institute through the Safe Haven Program. EACS has utilized this funding to offset the cash to provide the salary for the School Resource Officer (SRO) at New Haven High School in collaboration with the New Haven Police Department (NHPD). If this application is approved, EACS will utilize these Safe Haven funds as part of our $50,000 commitment to continue the SRO at New Haven High School.

Recommendation:
That the Board of School Trustees approves the application and receipt of the 2014/2015 Safe Haven grant.

Kenneth H. Folks
Superintendent of Schools

Prepared: Rose Fritzinger/Jeff Studebaker
Approved: Michael Shaffer
Budget:
Legal:
~ ABSTRACT for SY2014/2015 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 for the SRO at New Haven. Safe Haven funds, when available, provide a portion of that funding.

The goals of the FY 2014-2015 Safe Haven Grant funds are:

1.) To afford students and staff opportunities to develop the skills and strategies necessary to prevent violent and potentially violent situations.
2.) To enable schools to identify and acquire the programs and resources necessary to apply research-based models and proven practices for curriculum, policies, procedures and instruction.
3.) To assist schools in creating a physical environment that promotes the safety and well-being of students and staff within the school campus.

New this year is a requirement for all SRO programs: “A student survey of program effectiveness will be administered and results will need to be provided to ICJI before the final grant payment. ICJI will provide the survey questions.” Safe Haven is a competition. Safe Haven is not an allocation.

With your approval, in order to comply with the SY2014/2015 Safe Haven application deadline, EACS will submit a completed application by the 08/22/14 deadline. For 2014/2015, East Allen County Schools respectfully requests approval to request and receive, if approved, Safe Haven funds from the Indiana Criminal Justice Institute (Juvenile Division) to offset the salary for the School Resource Officer (SRO) at New Haven High School. Support of this SRO position serves as the required match for East Allen County Schools’ Secured School Safety Grant (additional SRO position in our outlying attendance areas).
CONTINUED USE FOR LANGUAGE ARTS/FOREIGN LANGUAGE TEXTBOOKS

Background:
Indiana House Bill 1429 broadens the definition of a textbook to include computers, software and digital content. It allows schools to select the best instructional materials for students by eliminating a requirement that forces districts to choose their materials from a list of approved materials created by the State Board of Education. With the full implementation of iPads in grades 6-12 during the 2014-15 school year, continued use of Language Arts and Foreign Language textbooks is recommended in order to support student learning. As a reminder, “continued use” means that the district will charge a 15% annual rental of the original price.

Recommendation:
That the Board of School Trustees approves continued use for textbooks in Language Arts and Foreign Language.

Prepared: Mary Lee Jones
Approved: Marilyn Hissong
Budget: ______________________
Legal: ______________________

Kenneth H. Folks
Superintendent of Schools
ACTION AGENDA

August 19, 2014

Board Agenda Item 5.7

CONTRACT RENEWAL WITH AMPLIFY FOR mCLASS BEACON SOFTWARE

Background:

East Allen County Schools has previously used Amplify mCLASS Beacon Software for bundle assessments which are administered every 4-5 weeks. The Department of Curriculum and Instruction is recommending the renewal of mClass Beacon Software. This test bank will be utilized by 8 Step Schools and be available to all other schools. The purpose of a formal test bank is to identify standards that have been mastered or not mastered for teachers so that they may inform their instruction to meet the specific needs of their students.

Recommendation:

That the Board of School Trustees approve renewal of the contract with Amplify in the amount of $65,533.75.

Kenneth H. Folks
Superintendent of Schools

Prepared:  Mary Lee Jones
Approved:  Marilyn Hissong
Budget:     
Legal:      


Amplify Renewal Price Quote

PQ Number: PQ# 130822-52516
Created Date: 7/29/2014
Quote Expiration Date: 8/28/2014

Prepared By: Tyne Hunter
Title: Account Representative, Renewals
Phone: (646)553-3733
E-mail: thunter@amplify.com

Contact Name: Kurt Dager
Account Name: East Allen County Schools (IN)
Phone: (260) 446-0100
Email: kdager@eacs.k12.in.us

<table>
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<tr>
<th>Product</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>CCSS Success Checks Annual Student Subscription - Renewal</td>
<td>1.00</td>
<td>($4,329.95)</td>
<td>($4,329.95)</td>
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<tr>
<td>CCSS Success Checks Annual Student Subscription - Renewal</td>
<td>7,806.00</td>
<td>$3.00</td>
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<tr>
<td>mCLASS Beacon Software Annual Student Subscription - Renewal</td>
<td>7,806.00</td>
<td>$5.95</td>
<td>$46,445.70</td>
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Subscription Start Date: 8/1/2014
Subscription End Date: 7/31/2015

Subtotal: $65,533.75
Shipping & Handling: $0.00
Grand Total: $65,533.75

Scope and Duration

- This Proposal is valid for thirty (30) days.
- Prices do not include sales tax, if applicable.
- Payment terms, net 30 days.
- Pricing for all software products is based on total enrollment per grade level assessed.
- Kits are non-returnable. Expedited shipping is available at extra charge.
- Term of Training and Professional Development: Services listed herein to be used within one year of purchase.
- Please visit the following website below for information about technical specifications, hardware requirements:

Special Notes: Discount is valid for the renewal term ending July 31st, 2015 and is contingent on district remaining a reference site for Amplify Education.

Grade Level: 2; 3; 4; 5; 6; 7; 8; 9; 10; 11; 12;
Participating Schools: District [see note]

For mCLASS Beacon Customers

Assessment Blueprint Creation included is designed to:
- Determine item counts by standard;
- Review individual assessments and your entire assessment program to ensure your educational goals will be met;
- Compare your assessment program to the State’s blueprint.

Implementation and Support
An online implementation session is provided to:

Amplify Education, Inc. - Confidential Information
This Price Quote is subject to the Standard Terms & Conditions of Amplify Education, Inc. Issuance of a purchase order or payment pursuant to this Price Quote shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, order form or renewal letter associated with this purchase (the "Quote") and these Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the following products or services, as specified on the Quote: assessment software and content, digital and print curriculum and instructional materials, hardware devices, and professional development materials and services (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer’s school(s), whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User’s access and use of the Products shall be subject to Amplify’s standard end user license agreement, in addition to the terms and conditions of this Agreement.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer’s school(s). Further, Customer shall not, except as expressly authorized or directed by Amplify: (i) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (ii) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (iii) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Product; (iv) rent, lease or lend the Products or use the Products for the benefit of any third party; (v) avoid, circumvent or disable any security device, procedure, protocol or mechanism in the Product; or (vi) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby does assign, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising “commercial computer software” and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or a U.S. Government contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (with respect to the Department of Defense and their contractors) or 48 CFR 12.212 (with respect to all other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify’s IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see http://www.amplify.com/virtual-patent-marking).

5. Payments. In consideration of the Products provided hereunder, Customer will pay to Amplify the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides Amplify with a then-current tax exemption certificate in advance of (as applicable) the delivery, license or performance of any Product. Products are deemed accepted by Customer upon receipt.

6. Account Information. For subscription Products, the authentication of Authorized Users with regard to access and use of those Products is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users’ accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

Amplify Education, Inc. - Confidential Information
7. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided and/or will provide to Customer and its Authorized Users certain sensitive and/or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form (“Confidential Information”). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in the strictest confidence. Confidential Information shall not include information that, as evidenced by Customer’s contemporaneous written records: (i) is as of the time of its disclosure or thereafter becomes publicly available through no fault of the Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

8. Student Data. Amplify understands and agrees that Customer is subject to federal and local rules relating to the protection of personally identifiable information (“PII”) of students and parents, including the Family Educational Rights and Privacy Act (“FERPA”). Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or other applicable laws relating to PII. The parties acknowledge that that this engagement constitutes a study under FERPA (the “Study”) for or on behalf of Customer in order to allow education to instruct, monitor and assess students and their educational progress (the “Purpose”). The scope and duration of the Study will be as set forth on the Quote. For research and development purposes, whether or not related to the Study, Amplify may use internally or share with researchers non-PII data collected hereunder, including data that has been de-identified in accordance with FERPA. In addition, Customer and Amplify will cooperate from time to time to obtain appropriate permissions to use de-identified student work as samples for training materials and other legitimate purposes.

9. Customer Content and Data. Customer represents, warrants and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content and other materials provided to or collected by Amplify on behalf of Customer and/or its Authorized Users using the Products or otherwise in connection with this Agreement (“Customer Materials”), and that Amplify has the right to use such Customer Materials as contemplated hereunder. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality and safety of such Customer Materials.

10. Warranty Disclaimer. PRODUCTS ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER’S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER’S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES. THIS AGREEMENT DOES NOT CREATE ANY RELATIONSHIP BETWEEN CUSTOMER AND ANY PROVIDER OF THIRD PARTY CONTENT AND SOFTWARE, AND NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY AMPLIFY WITH RESPECT TO ANY THIRD PARTY CONTENT OR SOFTWARE.

11. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY’S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF AMPLIFY’S OR ANY AUTHORIZED USER’S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES ANY APPLICABLE LAW OR REGULATION.

12. Term: Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of Amplify and Customer. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User of Customer) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice of such breach. Upon termination, Customer will: (a) cease using the Products, (b) return, purges or destroy (as directed in writing by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay Amplify any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless such fees were paid in advance for services not yet rendered at the time of termination, provided however that Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

13. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication and shall supersede and cancel all prior
agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute a party as an employee, agent, joint venture partner or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision(s) shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism or interruptions in power, communications, satellites, the Internet or any other network.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa and MasterCard Only). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or credit card authorization form
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If paying via purchase order:

- To expedite your order, please email all documents to IncomingPO@amplify.com or fax it to (646) 403-4700.
- Purchase Orders can also be mailed to our Order Management Department.

If paying via credit card:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to 347-862-2402
- Please do not mail credit card payments.

If paying via check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please pay via Purchase Order or Credit Card.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 900, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

We are delighted to work with you and we thank you for your order!

Sole Source Information for mCLASS® and Burst®:Reading

Current as of: 7/29/2014

Amplify Education, Inc. (UK/a Wireless Generation, Inc.) is the sole and exclusive worldwide source for its proprietary patented mCLASS® system for the administration and reporting of observation based assessments. The following assessment products are supported on the mCLASS system:

Amplify Education, Inc. - Confidential Information
Amplify and its representatives are the sole providers of any updates, enhancements and related support services for the administration of the foregoing assessment tools on mobile devices.

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Sole Source Information for Seeds of Science/Roots of Reading®
Current as of: 7/29/2014

Amplify Education, Inc. (Ifkia Wireless Generation, Inc.) is the sole source for the Seeds of Science/Roots of Reading® program. The Lawrence Hall of Science, University of California at Berkeley, holds the copyright for the Seeds of Science Roots of Reading program. Amplify is the sole publisher and distributor of these programs. A list of current program units and books can be found at http://www.scienceandliteracy.org/units/books.

Sole Source Information for The Writers’ Express®
Current as of: 7/29/2014

Amplify Education, Inc. is the sole and exclusive worldwide source for products, publications and services featuring the WEX™ Method. The Writers’ Express®, a division of Amplify, is the only organization that is qualified to deliver the WEX curriculum, training, training materials, student materials, and professional development services. The WEX curriculum and related products and services are comprised of content and methodologies that are protected by copyright, trade secret and a patent pending held by Amplify.
ACTION AGENDA

August 19, 2014

Board Agenda Item 5.8

CONTRACT RENEWAL FOR BRANDON SCHWEYER FOR IPAD REPAIRS

Background:
East Allen County Schools has worked with Mr. Brandon Schweyer in the past to provide iPad repairs. Please refer to the attached contract for the school year term 2014-2015.

Recommendation:
That the East Allen County School Board of School Trustees approves the contract with Mr. Brandon Schweyer.

Kenneth H. Folks
Superintendent of Schools

Prepared: Keith Madsen
Approved: Marilyn Hissong
Budget: ____________________________
Legal: ____________________________
East Allen County Schools
1240 State Rd. 930 East, New Haven, Indiana 46774
AGREEMENT

This Agreement is entered into this 1st day of August, 2014, by and between the East Allen County Schools and

Brandon Schweyer
Name

Address
Social Security

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

1. Brandon Schweyer will perform certain services for and on behalf of the East Allen County Schools. These services are described as iPad repairs as needed and will be performed on the following dates: throughout the 2014-2015 school year services to be performed at the following location: Revolution Electronic Repair, Fort Wayne.

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

see attached. This rate is not subject to any other contract between two parties and the rate/amount includes all expenses and materials to perform the specified services.

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 understands 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 that 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 performing at times other than during their regularly scheduled working hours.

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

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


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

EAST ALLEN COUNTY SCHOOLS

Date of Signature ________________

Chief Financial Officer
Superintendent

Account Number: 212 - 26400 - 74600 - 0011

FACS Employee Administering This Agreement: ____________________________

PERSON OR FIRM PROVIDING SERVICES

Date of Signature August 1, 2014

Signature

Owner, Revolution Electronic Repair
Title

Keith Madsen, Director of Technology
REVOLUTION ELECTRONIC REPAIR LLC
Service, Parts & Labor Fees for iPads

- $90 or less for repair of glass digitizer, includes parts and labor

- Cost will be additional for repair of LCD screen (inner screen),
  not to exceed $200 without prior approval

- Other additional costs may apply if additional parts are required.
  Cost for parts starts at $5 and will not exceed $75.

Brandon Schweyer
ACTION AGENDA

August 19, 2014

Board Agenda Item 5.9

AUTHORIZE ADVERTISEMENT OF 2015 BUDGET AND CAPITAL PROJECTS AND BUS REPLACEMENT PLANS

Background:

Annually School Districts are required to advertise their Budgets in the prescribed format and time frame. It is currently required by Indiana Code that the Budget be advertised twice. Presentations and discussions have/will be made on the Budget at the July 15th and August 19th Meetings. The Budget Advertisement will be at the aggregate level with a high estimate and therefore when the Budget is approved later this year by the Board of School Trustees, the amounts approved may be less than advertised.

Recommendation:

That the Board of School Trustees authorizes the advertisements of the 2015 Budgets, including the Capital Projects and Bus Replacement Plans.

________________________
Kenneth H. Folks
Superintendent of Schools

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: 
Legal: IC 6-1.1-17-3
MEMORANDUM OF UNDERSTANDING WITH VINCENNES UNIVERSITY

Background:
East Allen County Schools established its high school magnet / early college program with Vincennes University in 2011. Vincennes University provides an Administrator for East Allen University to support students in the completion of an associates degree alongside the requirements for a high school diploma. Vincennes supports the development of a curriculum in which students will earn an associates degree with an emphasis in the areas of business, technology, and liberal arts.

Recommendation:
That the Board of School Trustees approves this Memorandum of Understanding with Vincennes University.

Kenneth H. Folks
Superintendent of Schools

Prepared: Doug Hicks
Approved: Kirby Stahly
Budget: ______________________
Legal: ______________________
Memorandum of Understanding

Between
East Allen County Schools
and
Vincennes University

The purpose of this agreement is to set out the terms and conditions of an agreement between the East Allen County Schools and Vincennes University to provide a University in a High School at East Allen University High School. Working together to prepare students to pursue higher education experiences, the partnership strives to provide appropriately prepared students with a General Education Core Certificate or an Associate’s Degree as the student achieves a Core 40 high school diploma.

Each party does hereby agree to the following:

I. Administrative Responsibilities:

A. East Allen County Schools will
   1. Provide a facility for the University in a High School program.
   2. Advertise and register students for the program.
   3. Provide administrative, teaching, and support personnel for the University in a High School program.
   4. Provide an opportunity for senior-level students to take at least one course on a college campus.

B. Vincennes University will
   1. Provide Vincennes University courses in a University in a High School in East Allen County Schools.
   2. Offer dual enrollment courses for the high school.
   3. Review and certify high school faculty for teaching dual enrollment courses.
   4. Review and certify courses as dual enrollment courses.
   5. Provide part-time adjunct faculty to teach dual enrollment courses in which there is not a need for a full-time high school dual enrollment faculty member.
   6. Assign a part-time Vincennes University administrator for programs earning 2000-3999 credits per year.
   7. Assign a full-time Vincennes University administrator for programs earning over 4000 credits per year.
   8. Assign an English and Mathematics tutor for programs offering ENGL 101 and MATH 102.
   9. Except in cases when Vincennes University has declared financial exigency, Vincennes University will provide no less than 120 days of notice for plans to change the staffing model.
   10. Allow East Allen County Schools to adopt and add approved textbooks for VU classes taught by the high school faculty member to the high school textbook list for a five year period. Textbooks more than two years old are to be supplemented with content from the more recent versions of textbooks being used on campus. Supplemental content can come from free sources available to East Allen County Schools.
11. Work with East Allen County Schools and other regional institutions of higher education to provide an opportunity for senior-level students to take at least one course on a college campus. Courses taken at a higher education institution other than Vincennes University will be accepted for credit toward the General Education Core Certificate or the Associate Degree only if approved by the Vincennes University Registrar prior to enrollment in the course.

12. Provide connections to the VU Learning Resources Center Databases.

13. Provide on-going mentoring for all high school faculty teaching dual enrollment courses.

C. Final Authority
1. Vincennes University has final authority over the higher education portion of the University in a High School program.
2. East Allen County Schools has final authority over the high school portion of the University in a High School program.
3. Vincennes University has final authority over any disciplinary decisions with regard to enrollment in college courses and awarding university credit to students in the University in a High School portion of the program.
4. Vincennes University and East Allen County Schools will jointly form an oversight committee for the University in a High School to review all matters of concern. All recommendations related to the University in the High School shall be referred to the Superintendent and/or his designee (East Allen County Schools) and the Provost (Vincennes University).
5. No third entity is created by this Agreement, and each party to this Agreement will retain independent responsibility for its participation in the University in the High School program.
6. Except as specifically provided for in this Agreement, the parties assume no responsibility for the contractual obligations and errors or omissions of the other.

II. Academic Responsibilities:
A. Vincennes University reserves control of the higher education portion of the curriculum and the assignment of faculty to teach that curriculum.
B. East Allen County Schools reserves control of the high school portion of the curriculum and the assignment of faculty to teach that curriculum.
C. Vincennes University will conduct assessment of course outcomes in all dual credit courses recorded on the Vincennes University Core Curriculum list. (http://catalog.vinu.edu/preview_program.php?catoid=12&poid=5978#universitycorecourselists)
D. Vincennes University is not responsible for supplying substitute instructors for the classroom when the VU adjunct responsible for teaching the course is absent.
E. Pending Principal recommendation and EACS School Board approval, East Allen County Schools will allow faculty teaching dual enrollment courses to participate in Vincennes University professional development activities on an annual basis.

III. Student Admission
A. East Allen County Schools will assess students prior to enrollment in university courses using the Mathematics, Reading, and Writing Accuplacer tests used by Vincennes University.

B. The cost of the Accuplacer administered to early college students for the purpose of enrolling in early college dual credit courses will be borne by Vincennes University. Vincennes University is not responsible for the administration of Accuplacer associated with House Enrolled Act 1005.

C. The Math Accuplacer modules cannot be administered to any student until October of Grade 9.

D. The Writing and Reading Accuplacer modules cannot be administered to any student until end of September of Grade 10.

E. Students are not allowed to enroll in dual credit courses unless Accuplacer minimums have been met.

F. Students who do not meet the appropriate readiness levels will participate in high school courses provided by East Allen County Schools until certified as ready by instructors from University in a High School.

G. Where mutually agreed upon by East Allen County Schools and Vincennes University, students may enroll in VU developmental courses, Plato Beyond High School, or My Foundation remedial instruction.

H. All students will be charged $25 to enroll in My Foundation remedial instruction.

IV. Student Registration and Student Records

A. Vincennes University and East Allen County Schools will each maintain separate academic records necessary for their purposes for all dual enrollment coursework.

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

C. East Allen County Schools agrees to adhere to admission and registration guidelines and deadlines of Vincennes University.

D. Students enrolled in the early college program will agree to supply Vincennes University with student Social Security Numbers as part of the registration data.

V. Student Fees

A. Tuition for dual credit courses taught by a credentialed East Allen County Schools employed instructor will be $25 per credit for students who do not qualify for the free or reduced lunch program.

B. Tuition for dual credit courses taught by a credentialed East Allen County Schools employed instructor will be $0 per credit for students who qualify for the free or reduced lunch program.

C. Tuition for dual credit courses taught by an adjunct instructor paid by Vincennes University will be $0 per credit for students who qualify for the free or reduced lunch program and $75 per credit for all other students provided the number of students paying tuition covers the cost of the Vincennes University adjunct.

D. Tuition for distance education courses is $75 per credit for all students, including students on the free or reduced lunch program.

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 Vincennes University by September 30.

F. All students are responsible for lab fees associated with Vincennes University dual credit courses.
VI. Fee Collection
A. East Allen County Schools will collect the student per credit hour fees and deposit them to a Vincennes University account each semester.
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 15 for the summer semesters.

VII. Student Standards
A. Students will be subject to the academic and conduct standards of the Vincennes University when enrolled in Vincennes University courses.

VIII. Student Services and Privileges
A. East Allen County Schools will provide support services for high school students.
B. Students will be provided the opportunity to visit the Vincennes University Campus in Vincennes, Indiana during their freshman or sophomore year.

IX. 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.

X. Graduation
A. Upon meeting the Associates or Certificate of Graduation Degree requirements, students are eligible to participate in a Vincennes University graduation ceremony.
B. Upon meeting the Associates or Certificate of Graduation Degree requirements, students are to receive recognition at a East Allen County Schools high school graduation ceremony.

XI. Cost
A. The University in a High School program will be costed in accordance with the following:
   1. Laboratory fees for dual enrollment courses will be collected by the partner that provides the laboratory.
   2. Salaries and benefits of employees will be paid by the partner who has hired the employee.
   3. East Allen County Schools will provide the materials, supplies, equipment, and maintenance contracts required to conduct mutually agreed upon Vincennes University courses.
   4. The East Allen County Schools will provide all of the office supplies.
   5. 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.
6. 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.
B. Each institution will pay the other by November 15 for fall semester costs, April 15 for spring semester costs, and August 15 for summer semester costs.

XII. Equipment
A. Before July 1 preceding each school year, Vincennes University will provide a list of equipment needed for the University in a high school program to East Allen County Schools. Subject to the availability of funds and mutual agreement, the East Allen County Schools will purchase equipment.
B. The East Allen County Schools will retain title to any equipment it purchases for the University in the High School program. Vincennes University will retain title to any equipment purchased by Vincennes University purchased for the University in a High School program.

XIII. Parking
A. Vincennes University faculty, staff, and administrators will be provided with East Allen County Schools parking permits at the University in a High School site[s].
B. East Allen County Schools will cover the cost of parking permits at the University in a High School site[s].

XIV. Appointments
A. East Allen County Schools faculty teaching in the dual enrollment program will continue to receive the pay and benefits of teachers of the East Allen County Schools.
B. East Allen County Schools faculty teaching in the dual enrollment program will be provided the same privileges afforded to Vincennes University faculty to access all VU web sites and support materials and opportunity to participate in VU provided professional development activities.

XV. Campus Services
A. East Allen County Schools services, such as bookstore, computational facilities, copy and duplication centers, stores, activities, etc. shall be made available to Vincennes University employees working at University in a High School on the same basis and at the same cost as the services are made available to East Allen County Schools faculty.

XVI. Insurance
A. East Allen County Schools will certify to Vincennes University that it carries appropriate liability insurance covering the facility and the high school portion of the University in the High School.
B. Vincennes University will certify to East Allen County Schools that it carries appropriate insurance covering the university portion of the University in the High School.

XVII. Indemnification
A. East Allen County Schools agrees to hold Vincennes University harmless from any claims arising out of the negligence of VU employees.
B. Vincennes University agrees to hold East Allen County Schools harmless from any claims arising out of the negligence of East Allen County Schools employees.

XVIII. Terms of Agreement
A. This Agreement shall be effective July 1, 2014 through June 30, 2019 unless terminated as specified below.
B. Both involved parties may amend this Agreement by an amendment ratified by both parties making specific reference to the term of this Agreement to be amended.
C. Both parties will review this agreement annually.

XIX. Termination
A. This Agreement or any part thereof may be terminated in whole or in part by either party providing the other gives twelve (12) months prior written notice of its intent to terminate.
B. It is the intent of Vincennes University and East Allen County Schools that all students enrolled in the University in a High School program at the time of termination be permitted to complete requirements for graduation subject to the terms and conditions of this basic Agreement and the availability of funding.

XX. Equal Opportunity in Employment and Education
A. The East Allen County Schools and Vincennes University each affirm their commitment to equal education and employment opportunity in the operation of the University in a High School program. No person will be denied participation in whole or in part based upon a criterion that is contrary to Indiana or federal law.

In witness whereof, East Allen County Schools and Vincennes University each by their authorized officer, have executed this Agreement this ____ day of ______________.

East Allen County Schools       Vincennes University

________________________________  __________________________
Dr. Kenneth Folks     Dr. Richard E. Helton
Superintendent     President