



**SACS**

SOUTHWEST ALLEN COUNTY SCHOOLS

**SCHOOL BOARD MEETING  
TUESDAY, DECEMBER 1, 2020**

**BUSINESS MEETING.....7 p.m.**  
**CALL TO ORDER**

**COMMUNICATIONS**

**1. Consent Agenda**

Minutes of the November 11, 2020, Public Hearing  
Minutes of the November 17, 2020 Meeting  
Bills, Claims, Payroll and Accounts  
Personnel Recommendations

**2. Report on Transportation (R)**

**3. Report on HHS Project Phase 2 Review (R)**

**4. Discussion of the recommendation for Out of Country Travel to Belize during Spring Break 2022 (D)**

**5. Recommendation of the approval of 2020-2021 School Resource Office Agreement with the Allen County Sheriff's Department (A)**

**6. Recommendation of the approval of MOU for the Northeast Indiana Public Schools Advocacy Consortium (A)**

**7. Discussion of the recommendation of changes to Board Policy 1020 Composition of the Board of School Trustees (D)**

**8. Recommendation of the acceptance of Donation (A)**

**ADJOURNMENT**

*Preparing today's learners for tomorrow's opportunities.*

Dr. Philip G. Downs ♦ Superintendent

4824 Homestead Road ♦ Fort Wayne, Indiana 46814 ♦ (260) 431-2010 ♦ pdowns@sacs.k12.in.us



**SACS**

SOUTHWEST ALLEN COUNTY SCHOOLS

The Board of School Trustees of Metropolitan School District of Southwest Allen County met at 6:00 p.m. on Wednesday, November 11, 2020, in the Administration Conference Room to conduct a Public Meeting. The following Board Members were present:

Thomas Rhoades  
Jennifer Couch  
Meagan Milne—via ZOOM

1. Purpose of Meeting—Mr. Rhoades, Board President, opened the public meeting at 6:03 p.m. for ratification of collective bargaining agreement.
2. Community comments opened. There were no public comments.

Dr. Downs made a motion to approve the 2020-2021 master contract.

A motion was made by Jennifer Couch to approve the 2020-2021 master contract; Meagan Milne seconded the motion.

Vote 3-0 to ratify

3. Close Meeting—Mr. Rhoades closed the meeting at 6:04 p.m.

There being no further business, the public meeting adjourned.

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

***Preparing today's learners for tomorrow's opportunities.***

Dr. Philip G. Downs ♦ Superintendent

4824 Homestead Road ♦ Fort Wayne, Indiana 46814 ♦ (260) 431-2010 ♦ pdowns@sacs.k12.in.us



**SACS**

SOUTHWEST ALLEN COUNTY SCHOOLS

1. Action.

TO: Board of School Trustees

DATE: December 1, 2020

SUBJECT: Approval of the November 17, 2020, Board Minutes

The Board of School Trustees of the Metropolitan School District of Southwest Allen County met on Tuesday, November 17, 2020, in the Administration Conference Room. The following board members were present:

Tom Rhoades  
Brad Mills  
Jennifer Couch  
Mark Gilpin  
Meagan Milne

\*\*On July 30, 2020, the Governor signed Executive Order 20-38. This Executive Order was renewed and extends the Public Health Emergency until December 1, 2020. With the extension of the Public Health Emergency, school boards may continue to meet electronically, in-person, or a combination provided means are available for the public to observe the meeting at the same time the meeting is taking place. Mr. Rhoades, Mr. Mills, Mrs. Couch, Mr. Gilpin, Mr. Snyder, Mrs. Erickson, Dr. Simmers and Dr. Downs were physically present for the meeting in the Administration Conference Room. Mrs. Milne participated virtually.

**NOTE: UNLESS OTHERWISE NOTED, ALL MOTIONS FOR BOARD ACTION WERE DULY MADE, SECONDED AND UNANIMOUSLY ADOPTED BY THE BOARD. ALL PROPOSALS AND POLICIES FOR THE ACTION ITEMS ARE ATTACHED AND INCORPORATED BY REFERENCE.**

**COMMUNICATIONS:**

Dr. Downs shared that our elementary buildings have been able to secure substitute teachers for classrooms requiring a sub by shifting of personnel.

Garrett Drysdale, Hagerman Construction, gave an update on construction project. Mr. Coplen shared bid updates.

*Preparing today's learners for tomorrow's opportunities.*

Dr. Philip G. Downs ♦ Superintendent

4824 Homestead Road ♦ Fort Wayne, Indiana 46814 ♦ (260) 431-2010 ♦ pdowns@sacs.k12.in.us



**SACS**

SOUTHWEST ALLEN COUNTY SCHOOLS

CONSENT AGENDA

1. Action

TO: Board of School Trustees

DATE: December 1, 2020

SUBJECT: Bills, Claims, Payroll and Accounts

2931

*Preparing today's learners for tomorrow's opportunities.*

Dr. Philip G. Downs ♦ Superintendent  
4824 Homestead Road ♦ Fort Wayne, Indiana 46814 ♦ (260) 431-2010 ♦ pdowns@sacs.k12.in.us

Southwest Allen County Schools  
Payment Requests from HHS First Mortgage Bonds, Series 2020  
October and November 2020

Payee	Amount Requested	Description	Request Date
S&P Global Ratings	\$ 80,750.00	Bond Rating Service	10.1.20
Quarles & Brady LLP	35,000.00	Underwriter's Counsel	10.1.20
Griffin Real Estate Services, Inc.	5,500.00	Appraisal Services	10.26.20
Barnes & Thornburg LLP	70,000.00	Bond Counsel	10.26.20
CSO Architects	132,902.49	Design Services	10.30.20
Performance Services	121,540.60	MEP Services	11.5.20
Verne V. Mitchell & Assoc., Inc.	5,500.00	Appraisal Services	11.20.20
Hagerman Inc.	<u>692,458.04</u>	Construction Services	11.24.20
Total	<u>\$ 1,143,651.13</u>		

Vend.#	Seq#	Vendor Name	----- Invoice -----			Claim	Cross-Ref			
			FL/PT	Date	Amount		Fnd-F	PO #	Description	Fnd-F
000732-9388		HOMESTEAD SCHOOL LUNCH FUND		11-23-20	67,187.99	950-0		STATE MATCH REIM NOV 2020		
605511-9980		AMO OFFICE SUPPLY	F	11-20-20	40,252.80	030-0	038252	COPY PAPER		
606382-9977		CSO ARCHITECTS		11-20-20	15,750.31	070-0		ARCH SVC-SMS AUDIT PJCT# 1906		
606223-9984		NETWORK SOLUTIONS	F	11-20-20	12,580.51	030-0	038393	Renewal 2020-21		
000913-9958		EDUCATIONAL FURNITURE	F	11-20-20	11,461.18	070-9	037342	Tables and Chairs		
606248-9998		QUARLES & BRADY LLP		11-20-20	8,750.00	070-0		UNDERWRITERS COUNC-2020 GOB		
605658-9988		CLEARVIEW TOWER COMPANY		11-20-20	4,693.74	030-0		TWR RNTL/ELEC 11/2020-4/2021		
600365-9835		HAVEL BROTHERS	F	11-20-20	4,496.16	030-0	038449	HES REPAIR LEAK		
605445-9754		FOLLETT SCHOOL SOLTUIONS INC	F	11-20-20	3,606.27	010-1	037884	Books-LME		
001484-9870		TREMCO	P	11-21-20	3,223.75	030-0	036541	Roof Repairs		
005677-9068		GRAINGER DIV OF W W GRAINGER	P	11-20-20	3,204.16	030-0	037892	SUPPLIES		
606527-9996		PREMIER COMMUNICATIONS	F	11-23-20	2,634.10	071-1	037079	Fiber Install/Splicing/Etc.		
005145-9539		CURRENT MECHANICAL	F	11-20-20	2,612.00	030-0	038450	CES LEAK REPAIR		
001702-9244		NORTHEASTERN REMC		11-23-20	2,560.00	071-1		RELOCATE SEC LINE TRANS-C TOW		
605272-9959		L SCHAFER ENTERPRISES LLC	F	11-20-20	2,436.00	030-0	038327	COLD PATCH		
606091-9955		PROPANE PEOPLE INC		11-20-20	2,175.12	030-0		PROPANE		
601825-9939		J & A FORD TREE CARE INC	F	11-20-20	2,100.00	030-0	038254	SMS/HES/DRE STUMP REMOVAL		
001148-9804		NCS PEARSON INC	F	11-20-20	2,062.50	524-9	037973	q-Interactive Renewal 2020-21		
005145-9538		CURRENT MECHANICAL	F	11-20-20	1,980.00	030-0	037707	SMS SPRINKLER HEADS		
001323-9685		JANITORS SUPPLY CO INC	P	11-21-20	1,834.39	030-0	038368	SUPPLIES		
606177-9960		COMCAST BUSINESS		11-20-20	1,700.00	378-0		E-RATE		
605223-9974		DETROIT SALT COMPANY	P	11-20-20	1,686.34	030-0	036446	ROAD SALT		
002461-9552		HEINEMANN	F	11-21-20	1,650.00	010-1	038413	Literacy consumables		
605881-9994		EXPLORINGLEARNING	F	11-20-20	1,637.50	090-0	037693	3 Teacher Licenses		
001553-9821		WATER SERVICES GROUP	P	11-21-20	1,511.34	030-0	036539	HVAC Monthly Svc-NOV 2020		
002461-9557		HEINEMANN	F	11-20-20	1,499.04	010-1	038310	Reader's Notebooks		
001738-9966		INSTITUTE/MULTI-SENSORY ED	F	11-20-20	1,275.00	010-1	038376	Training		
002285-9691		MACALLISTER MACHINERY CO INC	P	11-20-20	1,243.74	030-0	038297	Blue bird parts		
600425-9534		BATTERIES PLUS BULBS	P	11-20-20	1,095.45	030-0	037666	MAINTENANCE PARTS		
606055-9979		OUTDOOR DETAIL INC	F	11-21-20	980.00	030-0	037391	Athletic Field Maintenance		
599704-9889		SPORTS CENTER	F	11-20-20	885.00	010-1	038157	Coats for Car Pool Staff		
603245-9512		AMAZON CAPITAL SVCS	F	11-20-20	853.62	030-0	038395	Parts/ tools		
602966-9841		SCHILLINGER, JERRY (WMS)		11-23-20	684.00	010-1		REIM COGNIA TRAIN-4 WMS ADMIN		
602008-6324		OFFICE DEPOT		11-20-20	657.81	030-0		OFFICE EQUIPMENT AND SUPPLIES		
001048-9241		MCAHON'S BEST-ONE TIRE/AUTO	P	11-20-20	645.00	030-0	037326	TIRES		
598342-9834		LAKESHORE LEARNING MATERIALS	F	11-20-20	643.83	010-1	038336	Math Manipulatives		
598635-9642		JOHNSTONE SUPPLY	P	11-20-20	641.79	030-0	036570	MAINT Parts		
606564-9998		TOUCHMATH ACQUISITIONS	F	11-20-20	637.20	010-1	038403	Materials - class		
604405-9322		MENARDS	F	11-21-20	636.50	030-0	036564	Parts & Supplies		
002461-9556		HEINEMANN	F	11-20-20	603.90	010-1	038258	Math pd resources for teacher		
606462-9995		HOME DEPOT PRO	F	11-23-20	546.60	071-1	038209	Dust Collectors		
606252-9961		US BANK EQUIPMENT FINANCE		11-20-20	535.00	030-0		PRINTER SVC/SUPPLIES		
603180-9861		APPLE INC	F	11-20-20	500.00	524-0	038424	Volume Purchase Program - NP		
603628-9977		STENHOUSE PUBLISHERS	F	11-20-20	489.00	010-1	037924	Materials and Supplies		
603628-9976		STENHOUSE PUBLISHERS	F	11-23-20	489.00	010-1	037712	BUILD FACT FLUENCY TOOLKIT		
602008-6320		OFFICE DEPOT	P	11-20-20	486.26	010-1	038286	Office/Teacher Supplies		
003290-9594		CUMMINS CROSSPOINT	P	11-20-20	441.55	030-0	038298	Cummins engine parts		
000058-9942		CRISIS PREVENTION INST (CPI)	F	11-20-20	440.00	524-9	038394	CPI Refresher Workbooks		
600428-9894		LEAGUE FOR BLIND & DISABLED		11-20-20	420.00	010-1		HHS INTERPRETER-SUB FOR T.HOL		
604009-9990		FURNISS, SHERRI		11-20-20	416.13	071-1		DECO/FURNISHINGS-ETS OFFICE		
002133-9979		GANDER PUBLISHING	F	11-20-20	399.96	010-1	038318	Professional dev materials		
001145-9433		NASCO INC	F	11-20-20	399.30	010-1	038419	6th Gr Airplane Kits		

Vend.#	Seq#	Vendor Name	----- Invoice -----			Fnd-F	PO #	Claim Description	Cross-Ref	
			FL/PT	Date	Amount				Fnd-F	Sel
003499-9819		CHEROKEE BUILD MATERIALS-IPS	P	11-20-20	97.45	030-0	036678	Maintenance Parts		
005375-8373		QUINLAN & FABISH	P	11-20-20	91.44	030-0	038158	Orchestra Equip/Repair		
001738-9964		INSTITUTE/MULTI-SENSORY ED	F	11-20-20	89.95	010-1	038078	Professional Development		
603417-9935		DELUXE GLASS		11-20-20	87.00	030-0		GLASS REPAIR		
603356-9811		PRAIRIE FARMS-FORT WAYNE DIV		11-20-20	81.73	160-0		DRINK DLVY 11/9 & 11/11/202		
001738-9962		INSTITUTE/MULTI-SENSORY ED	F	11-20-20	76.30	010-1	038212	Professional Development		
001738-9965		INSTITUTE/MULTI-SENSORY ED	F	11-20-20	73.85	340-0	038031	Materials for Jen Peeper		
604405-9323		MENARDS	P	11-20-20	72.67	010-1	038216	FUTURE CITY CONSUMABLES		
604334-9871		B & H PHOTO-VIDEO	F	11-20-20	71.20	010-1	038391	Projector Bulbs		
601894-9889		HARTFORD GLASS COMPANY	P	11-20-20	67.92	030-0	036572	Maintenance Parts		
005720-9943		LEE'S OUTDOOR POWER	P	11-20-20	67.37	030-0	036713	Grounds Supplies		
002461-9555		HEINEMANN	F	11-20-20	66.90	010-1	038244	Teaching Writing		
605203-9918		CLAIMAID		11-20-20	63.00	010-1		CLAIMAID 8/24-10/1/2020		
002461-9554		HEINEMANN	F	11-20-20	62.00	010-1	038342	LLI My Writing Book Package		
602008-6318		OFFICE DEPOT	F	11-21-20	61.03	010-1	038442	Consumable Material/Supplies		
599378-9905		STERICYCLE INC	P	11-23-20	51.61	030-0	036546	Sharps Recycling		
603569-9462		RIDGE-FORT WAYNE CO INC	P	11-21-20	49.94	030-0	036952	Grounds Supplies		
605315-9937		FEDERAL RECORDS MGT & SHRED	P	11-20-20	43.90	030-0	036575	Shredding		
605424-9956		PEARSON CLINICAL ASSESSMENT	F	11-20-20	42.00	010-1	038443	Testing materials		
605844-9939		TODD, WALT (MAINT)		11-20-20	29.44	030-0		MI REIM 10/1-28/2020		
602611-9797		PARK, YVONNE		11-20-20	25.93	524-9		MI REIM 10/13-29/2020		
603914-9847		IRONS, CHRISTINA (WMES)		11-20-20	21.33	030-0		MI REIM 10/2-30/2020		
602008-6319		OFFICE DEPOT	F	11-21-20	13.58	010-1	038286	Office/Teacher Supplies		
602008-6322		OFFICE DEPOT	F	11-20-20	10.89	010-1	038242	Tape, Desk Pads	030-0	
605689-9982		MCCALLISTER, SHARON (CMT)		11-20-20	5.83	030-0		MI REIM 10/14-30/2020		
** Grand Total					235,045.26					



**SACS**

SOUTHWEST ALLEN COUNTY SCHOOLS

CONSENT AGENDA

1. Action

TO: Board of School Trustees

DATE: December 1, 2020

SUBJECT: Personnel Recommendations

2931

*Preparing today's learners for tomorrow's opportunities.*

Dr. Phillip G. Downs ♦ Superintendent  
4824 Homestead Road ♦ Fort Wayne, Indiana 46814 ♦ (260) 431-2010 ♦ pdowns@sacs.k12.in.us





**SACS**

SOUTHWEST ALLEN COUNTY SCHOOLS

2. Report

TO: Board of School Trustees

DATE: December 1, 2020

SUBJECT: Report on Transportation

- COVID updates
- A review of the use of propone over the past three years

2932

*Preparing today's learners for tomorrow's opportunities.*

Dr. Philip G. Downs ♦ Superintendent  
4824 Homestead Road ♦ Fort Wayne, Indiana 46814 ♦ (260) 431-2010 ♦ pdowns@sacs.k12.in.us



**SACS**

SOUTHWEST ALLEN COUNTY SCHOOLS

4. Discussion

TO: Board of School Trustees

DATE: December 1, 2020

SUBJECT: Discussion of the recommendation for Out of Country Travel to Belize during Spring Break 2022

2934

*Preparing today's learners for tomorrow's opportunities.*

Dr. Philip G. Downs ♦ Superintendent  
4824 Homestead Road ♦ Fort Wayne, Indiana 46814 ♦ (260) 431-2010 ♦ pdowns@sacs.k12.in.us



**SACS**

SOUTHWEST ALLEN COUNTY SCHOOLS

5. Discussion

TO: Board of School Trustees

DATE: December 1, 2020

SUBJECT: Recommendation of the approval of 2020-2021, School Resource Office Agreement with the Allen County Sheriff's Department

2935

*Preparing today's learners for tomorrow's opportunities.*

Dr. Philip G. Downs ♦ Superintendent  
4824 Homestead Road ♦ Fort Wayne, Indiana 46814 ♦ (260) 431-2010 ♦ pdowns@sacs.k12.in.us

- f. SACS shall each pay the Sheriff's Department a yearly fee that consists of seventy percent (70%) of the SRO's actual salary (the "Fee") as follows:
  - (1) \$65,089.43 for the SROs for the 2020-2021 school year, i.e. August 1, 2020, through June 30, 2021, or the actual last day of the school year.
  - (2) The Sheriff's Department shall bill the SACS for the Fee on or before May 1, 2021, and SACS shall pay the Sheriff's Department on or before June 1, 2021.
- g. The Sheriff's Department shall be responsible for providing the SROs with a vehicle and all necessary supplies and equipment as issued to police officers assigned to patrol division.
- h. In the event an SRO is absent from work, the SRO shall notify both his or her supervisor and the Principal, or the Principal's designee, of the School to which the SRO is assigned. The Sheriff's Department agrees, to the extent possible, to assign another officer to the SACS as a substitute for the absent SRO.

2. **Duty Hours.**

- a. The SROs shall report for duty at the SACS on each day in which school is in session. When school is not in session, the SROs shall report to work as directed by the Sheriff's Department.
- b. The SACS shall notify the Sheriff's Department and their respective SROs in advance of the days on which school is scheduled to be in session. The SACS shall notify the Sheriff's Department and the respective SROs of any modifications in the school calendar within a reasonable time.
- c. The SROs shall be on duty at the SACS for eight (8) hours each school day unless a different agreement is reached between the Sheriff's Department and the SACS Superintendent. The School Principal, or the Principal's designee, will determine the start time and end time of the SROs' shift.
- d. It is understood and agreed that the time spent by the SROs attending juvenile and/or criminal cases arising from and/or out of their employment as an SRO shall be considered hours worked under this Agreement.
- e. SROs shall schedule any vacation on days when the SACS is not in session, unless the SACS and the Sheriff's Department reach a different agreement.
- f. In the event of an emergency, the SRO may be required to leave his or her school duty station during normal duty hours to perform other services for the Sheriff's Department. The SRO will return to his or her school duty station as soon as possible.

5. **Chain of Command.**

- a. As employees of the Sheriff's Department, the SROs shall follow the chain of command as set forth in the Sheriff's Department's policies and procedures manual.
- b. SROs shall coordinate and communicate with the Superintendent, or the Superintendent's designee, of the SACS to which the SROs are assigned.

6. **Dress Code.** SROs shall abide by the Allen County Sheriff's Department uniform policy unless the SACS and the Sheriff's Department agree that the officer shall wear different dress.

7. **Supplies and Equipment.**

- a. The Sheriff's Department shall provide a standard patrol vehicle for the SROs. In addition, the Sheriff's Department agrees to:
  - (1) Maintain the vehicle assigned to the SROs;
  - (2) Pay for gasoline, oil, replacement tires, and other expenses associated with the operation of this vehicle; and
  - (3) Purchase and maintain comprehensive general auto liability insurance on the vehicle in an amount no less than the coverage recommended by the Risk Manager for the County.
- b. The Sheriff's Department agrees to provide the standard issue pistol and rounds of ammunition to the SROs.
- c. The Sheriff's Department agrees to provide the SROs with the usual and customary forms required in the performance of his or her duties.
- d. The SACS agrees to provide the SROs with appropriate confidential office space with a secure door lock and equipment, such as a desk, chairs, telephone, computer, and other miscellaneous office supplies suitable for the SROs and the K-9 dog, if applicable.

8. **Searches.** Except in emergency situations, the decision to initiate any search of a student, a student's property, or school property shall be made by a school official. While school officials may seek the advice of the SROs, school officials retain the ultimate authority to initiate a search of a student, a student's property, or school property. The SROs will then, if requested, assist the school official in conducting the search, as authorized by federal law, state law, and the Allen County Police Department policies and procedures.

9. **Transporting Students.** It is agreed that the SROs shall only transport students in accordance with the Sheriff's Department's Standard Operating Procedure.

SACS:

METROPOLITAN SCHOOL DISTRICT OF  
SOUTHWEST ALLEN COUNTY

By \_\_\_\_\_  
Dr. Philip G. Downs  
Its: Superintendent

BOARD OF COMMISSIONERS OF  
ALLEN COUNTY

ALLEN COUNTY SHERIFF'S  
DEPARTMENT

By: *F. Nelson Peters*  
F. Nelson Peters

By: *David J. Gladieux*  
David J. Gladieux  
Its: Sheriff

By: *Richard E. Beck, Jr.*  
Richard E. Beck, Jr.

By: *Therese M. Brown*  
Therese M. Brown

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, a Notary Public in and for said county and state, the **BOARD OF COMMISSIONERS OF ALLEN COUNTY, INDIANA**, by F. Nelson Peters, Richard E. Beck, Jr., and Therese M. Brown, its Commissioners, acknowledged the execution of the above and foregoing School Resource Officer Agreement as his voluntary act for the purposes stated therein

Witness my hand and Notarial Seal this 13 day of November, 2020.

My Commission Expires:

9/12/21

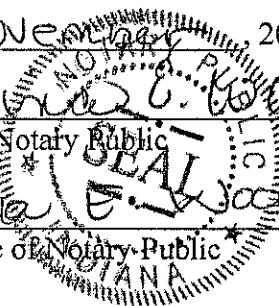
Resident of:

Allen

Commission Number:

647462

Angeline E. Wood  
Signature of Notary Public  
Angeline E. Wood  
Printed Name of Notary Public



This instrument prepared by J. Spencer Feighner, Assistant Allen County Attorney, 444 East Main Street, Fort Wayne, Indiana 46802.

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“**Memorandum**”) is made and entered into as of the \_\_\_\_ day of November 2020, by and among Bluffton-Harrison Community Schools, East Allen County Schools, East Noble Community Schools, Fort Wayne Community Schools, Huntington County Community Schools, MSD of Southwest Allen County, MSD Wabash County, North Adams Community Schools, Northern Wells Community Schools, Northwest Allen County Schools, Smith-Green Community Schools, South Adams Community Schools, Southern Wells Community Schools, Whitko Community Schools, and Whitley County Consolidated Schools (each individually a “**District**,” and collectively, the “**Districts**”), to provide for the collective coordination of lobbying efforts focused on issues affecting school children in Northeast Indiana and to set forth the rights and obligations of each District relating to such efforts. The relationship between the Districts created by this Memorandum is referred to as the “**Northeast Indiana Public Schools Advocacy Consortium**.” In consideration of the mutual covenants contained herein, the Districts agree as follows:

### Article 1. GENERAL

**Section 1.1 Purpose.** The purpose of the Consortium is to engage a lobbyist to promote the collective interests of the Districts on issues affecting school children in Northeast Indiana to the Indiana General Assembly and Indiana State Government, and such other issues as the Consortium may determine from time to time in accordance with this Memorandum. Each District may meet individually with a lobbyist selected by the Consortium to discuss the wishes and goals of a particular District, but the lobbyist’s time and efforts will focus on the collective goals of the Consortium. Nothing herein shall prohibit a District from conducting other lobbying efforts which may or may not relate to the efforts of the Consortium; however, each District agrees to promptly report all lobbying efforts to the lobbyist engaged by the Consortium to ensure accurate reporting to the Indiana Lobby Registration Commission.

**Section 1.2 Name.** The name of the Consortium shall be the “**Northeast Indiana Public Schools Advocacy Consortium**.”

**Section 1.3 Records.** The records of the Consortium shall be maintained at the offices of Northwest Allen or at such other address as may from time to time be established by the Districts.

**Section 1.4 Term.** The term of the Consortium shall continue in perpetuity unless earlier terminated pursuant to this Memorandum.

**Section 1.5 Names and Addresses of Members.** All Districts and their contact information (including mailing address) shall be listed on Exhibit A, and such exhibit may be updated from time to time as necessary to accurately reflect the information therein.

### Article 2. DECISION-MAKING.

**Section 2.1 Oversight.** The agenda and affairs of the Consortium shall be established and reviewed by the Districts, and each District shall be represented by the superintendent of the District or his or her designee. The Districts shall convey legislative priorities to any lobbyist engaged by the Consortium.



written amendment of Section 3.2 effective as of the termination of a District's participation in the Consortium.

**Section 3.6 Right to Contribution or Refund.** A District shall have no right to receive a refund of any contribution or money paid pursuant to this Memorandum under any circumstance (including termination of its participation) except as agreed to by a majority of Districts.

#### Article 4. AMENDMENTS

**Section 4.1 Proposal of Amendments.** Amendments to this Memorandum may be proposed in writing by a District. Copies of any amendments proposed to be made pursuant to this Section shall be sent to each of the Districts.

**Section 4.2 Approval of Amendments.** A proposed amendment of this Memorandum shall be approved by an affirmative written approval of two-thirds (2/3) of the Districts at a meeting duly called for the purpose of voting on the amendment or by the unanimous written consent of the Districts.

#### Article 5. MISCELLANEOUS

**Section 5.1 Complete Agreement.** This Memorandum and the engagement letter dated [redacted] between the Districts and Borror Public Affairs (the "**Engagement Letter**") constitute the complete and exclusive statement of agreement among the Districts with respect to the subject described herein. This Memorandum replaces and supersedes all prior agreements, written and oral statements, and representations and warranties by and among the Districts or any of them with respect to its subject matter except for the Engagement Letter.

**Section 5.2 Governing Law.** This Memorandum and the rights of the parties under this Memorandum will be governed by, interpreted, and enforced in accordance with the laws of the State of Indiana.

**Section 5.3 Dispute Resolution.** Any disagreement or dispute arising out of or related to this Memorandum or the breach or making hereof (a "Dispute") shall be resolved in the manner provided in this Section 5.3.

(a) Should there develop any Dispute, the Districts shall in good faith attempt to informally resolve the Dispute.

(b) Should the procedure outlined in Paragraph 5.3(a) fail to bring about a resolution of each outstanding Dispute within 30 days, then the parties shall promptly initiate a voluntary, non-binding mediation conducted by a mutually-agreed upon mediator.

(c) In the event the parties are unable to resolve any outstanding Dispute as provided above, then such outstanding Dispute shall be determined by arbitration. If such parties are unable to agree on an arbitrator within ten (10) days after any party shall give written notice to the other that it desires to submit any such issue to arbitration, then and in such event, the American Arbitration Association shall be designated by any party to appoint an arbitrator and to arbitrate the matter under its rules. The award of such arbitrator shall be confidential, made in writing, shall be binding and conclusive on all parties, and

specified on Exhibit A. Any District or the Consortium may, at any time by giving five days' prior written notice to the other Districts and the Consortium, designate any other address in substitution of the foregoing address to which such notice will be given.

**Section 5.12 Relationship of Parties.** Nothing contained herein shall be deemed or construed to create a partnership, joint venture, agency relationship between the Districts, or a governmental or quasi-governmental entity.

**Section 5.13 JURY WAIVER.** EACH DISTRICT HEREBY IRREVOCABLY AND UNCONDITIONALLY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS MEMORANDUM, OR ANY OTHER DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF A DISTRICT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE DISTRICTS TO ENTER INTO THIS MEMORANDUM.

*[SIGNATURES ON FOLLOWING PAGE]*

“SMITH-GREEN”  
Smith-Green Community Schools

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“SOUTH ADAMS”  
South Adams Community Schools

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“SOUTHERN WELLS”  
Southern Wells Community Schools

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“WHITCO”  
Whitco Community Schools

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“WHITLEY COUNTY”  
Whitley County Consolidated Schools

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

REPRESENTATIVE AGREEMENT BETWEEN  
BORROR PUBLIC AFFAIRS AND  
NORHTEAST INDIANA COUNCIL OF SUPERINTENDENTS

This Agreement made and entered into the 1<sup>st</sup> day of November 2020, by and between Borrer Public Affairs (BPA) with offices at 1315 Georgetowne Park Drive, Fort Wayne, IN 46815, and the Northeast Indiana Council of Superintendents (NICS). NICS is a consortium of school districts in northeast Indiana that include **[INSERT EACH SCHOOL'S NAME HERE, IDEALLY IN ALPHABETICAL ORDER]**

WITNESSETH:

WHEREAS, NICS wishes to retain BPA to perform certain government relations services on their behalf, in support of NICS described herein; and

WHEREAS, BPA wishes to undertake representation of NICS in matters described herein;

NOW, THEREFORE, in consideration of the payments to be made to BPA, as hereinafter provided, and the mutual agreements contained herein, the parties agree as follows:

1. Terms and Terminations:

This Agreement shall be effective beginning November 1, 2020, through October 31, 2021. This Agreement may be terminated by either party, without cause, by providing a thirty (30) day written termination notice.

2. Services:

NICS hereby retains BPA to perform government relations services in order to support matters of interest to NICS. BPA and NICS will work together to identify specific plans and programs which will support NICS. The primary focus of services performed by BPA will be lobbying services supporting government affairs with the State of Indiana.

3. Independent Contractor:

BPA shall, at all times, be an independent contractor under this Agreement. BPA shall exercise independent judgement as to the services which are necessary in order to fulfill its obligations under this Agreement and shall exercise its independent judgement as to how said services should be performed in order to meet the objectives which are mutually agreed upon with NICS.

4. Compensation:

As compensation for the performance by BPA of its obligations under this Agreement NICS agrees to pay BPA compensation in the total amount of \$36,000, payable in monthly installments on the first day of each calendar month, beginning on the effective date of this Agreement. BPA will invoice the NICS fiscal agent, Northwest Allen County Schools, each month for the aforementioned services, and NICS agrees to pay each invoice within thirty (30) days of the invoice date, unless previous arrangements have been made and approved by BPA.

C. Severability

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial degree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

This Agreement constitutes the entire Agreement between the parties and no other promises or representations have been made. Any modifications to this Agreement must be made in writing.

ACKNOWLEDGED AND AGREED TO BY:

BORROR PUBLIC AFFAIRS

NORTHEAST INDIANA COUNCIL OF  
SUPERINTENDENTS

---

Randy L. Borrer, Principal

---

Chris Himsel  
Northwest Allen County Schools

---

Date

---

Date



**SACS**

SOUTHWEST ALLEN COUNTY SCHOOLS

7. Discussion

TO: Board of School Trustees

DATE: December 1, 2020

SUBJECT: Discussion of the recommendation of changes to Board Policy 1020  
Composition of the Board of School Trustees

2937

*Preparing today's learners for tomorrow's opportunities.*

Dr. Phillip G. Downs ♦ Superintendent  
4824 Homestead Road ♦ Fort Wayne, Indiana 46814 ♦ (260) 431-2010 ♦ pdowns@sacs.k12.in.us



# INDIANA STATE BOARD OF EDUCATION

**To:** Indiana State Board of Education  
**From:** Chad E. Ranney – General Counsel, Indiana State Board of Education  
**Date:** August 12, 2020  
**RE:** Approval of Governing Body Change – MSD of Southwest Allen County

---

**STAFF RECOMMENDATION:** After review of the materials provided by the Board of School Trustees for the MSD of Southwest Allen County (“Southwest Allen County”), it is evident that 1) the governing body resolution was properly approved by Southwest Allen County; 2) the resolution was properly published in a local newspaper; and 3) the county clerk certified that no protest petitions or alternative plan amendments were submitted to the clerk’s office. Additionally, the plan amendment satisfies the applicable legal requirements under Indiana Code. It is recommended that the Indiana State Board of Education (“Board”) approve the plan pursuant to I.C. 20-23-8-15.

Pursuant to IC 20-23-8-10(a)(2), Southwest Allen County adopted a resolution to initiate a plan to change its governing body on February 4, 2020. Subsequent to Southwest Allen County adopting the resolution to amend its governing body, it submitted the attached materials for the Board’s review and consideration. The materials included the prior governing body plan, the resolution adopted by Southwest Allen County, the minutes from Southwest Allen County’s board meeting during which the resolution was adopted, the local publication information that includes the language of the new governing body plan, and the county clerk’s certification that no protest petitions or alternative plan amendments were submitted to the clerk’s office. Southwest Allen County’s resolution seeks to increase the number of “at-large seats” from one (1) to three (3) and reduce the number of “residence district seats” from four (4) to two (2). The Board of School Trustees will still be comprised of five (5) elected members. The proposed amendment reads:

WHEREAS, the Board of School Trustees is the governing body of MSD of Southwest Allen County (SACS), Allen County, Indiana; and

WHEREAS, SACS encompasses two township in Allen County: Aboite and Lafayette; and

WHEREAS, the current School Board is comprised of five members and all of the voters within SACS, regardless of township, may vote for all 5 members; and

WHEREAS, there is a large discrepancy in the populations of the two townships;

# BARNES & THORNBURG LLP

888 S. Harrison Street, Suite 600  
Fort Wayne, IN 46802-2206 U.S.A.  
(260) 423-9440  
Fax (260) 424-8316

www.btlaw.com

Mark D. Scudder  
Of Counsel  
(260) 425-4618  
mark.scudder@btlaw.com

June 19, 2020

## Via Certified Mail

Indiana State Board of Education  
143 W. Market St., Suite 500  
Indianapolis, IN 46204

Re: RESOLUTION TO CHANGE ELECTION PROCEDURES FOR THE  
BOARD OF SCHOOL TRUSTEES FOR THE MSD OF SOUTHWEST  
ALLEN COUNTY

Dear Members of the Indiana State Board of Education:

On February 4, 2020, the Board of School Trustees (the "Board") of the Metropolitan School District of Southwest Allen County ("SACS") approved a resolution to change the procedures by which Board members are elected. A copy of the resolution is enclosed.

SACS encompasses two townships in Allen County: Aboite and Lafayette. The current Board is comprised of five members, and all of the voters within SACS, regardless of township, may vote for all 5 members. Of the five Board seats, one is an "at-large seat," meaning that the candidate may live in either township, plus two "residence district seats" from each township, meaning that the candidate must be a resident of that township. Due to a large discrepancy in the populations of the two townships, the School Board believes that it would be more equitable to the voters to increase the number of at-large seats and reduce the number of residence district seats. Therefore, the Board passed a resolution to change its structure to five seats comprised of three at-large seats and one residence district seat per Township. Specifically, the two "residence district seats" that will be up for election in 2022 will become "at-large seats" beginning with the 2022 election. All other seats will remain the same.

Pursuant to Ind. Code § 20-23-8-14(a), SACS published notice of the resolution in a newspaper of general circulation within Allen County on February 10, 2020. A copy of the notice is enclosed. The Clerk of the Allen County Circuit Court has confirmed that no one has filed a petition challenging the plan in the February 4<sup>th</sup> resolution within the one hundred twenty (120)



**NOTICE OF RESOLUTION TO  
CHANGE ELECTION PROCEDURES  
FOR THE BOARD OF SCHOOL  
TRUSTEES FOR THE MSD OF  
SOUTHWEST ALLEN COUNTY**

On February 4, 2020, the Board of School Trustees (the "Board") of the Metropolitan School District of Southwest Allen County ("SACS") approved a resolution to change the procedures by which Board members are elected. SACS encompasses two townships in Allen County: Aboite and Lafayette. The current Board is comprised of five members and all of the voters within SACS, regardless of township, may vote for all 5 members. Of the five Board seats, one is an "at-large seat," meaning that the candidate may live in either township, plus two "residence district seats," from each township, meaning that the candidate must be a resident of that township. Due to a large discrepancy in the populations of the two townships, the School Board believes that it would be more equitable to the voters to increase the number of at-large seats and reduce the number of residence district seats. Therefore, the Board passed a resolution to change its structure to five seats comprised of three at-large seats and one residence district seat per Township. Specifically, the two "residence district seats" that will be up for election in 2022 will become "at-large seats" beginning with the 2022 election. All other seats will remain the same.

Pursuant to Ind. Code § 20-23-8-14, within one hundred twenty (120) days of the publication of this notice, voters of the school corporation have the right to file with the Clerk of the Allen County Circuit Court a petition either protesting the plan initiated by the Board or proposing an alternative plan as follows:

1. A petition protesting the plan shall be signed by at least twenty percent (20%) of the voters of the school corporation or five hundred (500) voters of the school corporation, whichever is less.

2. A petition submitting an alternative plan shall be signed by at least twenty percent (20%) of the voters of the school corporation.

Any petition must show the date each person signed the petition and the person's residence on that date.  
2--10 1380114 hspaxlp



**SACS**

SOUTHWEST ALLEN COUNTY SCHOOLS

8 Action

To: Board of School Trustees

Date: December 1, 2020

Subject: Acceptance of Donation

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Mr. Greg Galecki	Special Education Department	\$1,000.00

Enclosed is the request from Homestead High School.

We recommend acceptance of this donation.

Please let me know if you have any questions.

Respectfully Submitted,

*Mark D. Snyder*

Mark Snyder  
Business Manager

2938

***Preparing today's learners for tomorrow's opportunities.***

Mark Snyder ♦ Business Manager  
4824 Homestead Road ♦ Fort Wayne, Indiana 46814 ♦ (260) 431-2030 ♦ [msnyder@sacs.k12.in.us](mailto:msnyder@sacs.k12.in.us)



FEE-ONLY. NEVER A COMMISSION.  
[www.galecki.com](http://www.galecki.com)

November 11, 2020

Dr. Park Ginder  
Principal  
Homestead High School  
4824 Homestead Rd  
Ft Wayne, IN 46814

Dear Dr Ginder;

Please accept this \$1,000 gift to be used by the teachers of the Special Ed department, for the benefit of their students, at their discretion.

It came to my attention that one of the teachers took the students for an ice cream treat after visiting a work site. I assume that teacher used her own personal funds. What a beautiful gesture. I realize teachers are not paid their worth; and therefore cannot make these gestures as often as they may like.

I hope this gift can be used to allow all of your special ed teachers to give such treats, as warranted, without concern for their own funds.

I would prefer this gift remain anonymous from the teachers and community. We all help where we can.

Peace

A handwritten signature in cursive script, appearing to read 'Greg'.

Greg Galecki