May 11, 2010

The Board of School Trustees of the Anderson Community School Corporation met in the gymnasium of the Administration Center, 101 W. 29th Street, Anderson, Indiana, at 6:00 p.m.

REFLECTION

Attendees observed a moment of silent reflection.

PLEDGE OF ALLEGIANCE

The Pledge was led by students from Valley Grove Elementary School. The Student Council members and their volunteer sponsors, Mrs. Jackson and Mrs. Illuzzi were recognized by Ms. Jan Koeniger, principal. Some of the activities students had done were food drives, Coats of Caring, Salvation Army bell ringing, helping families in need, cleaning up around the school, Pennies for Patients, bought supplies for the Humane Society, made dog beds for the Animal shelter, and had done many community activities.

The students were: Devin Schindler, Regan Nipper, Emma Strangeway, Sylus Reese, Charlie Colip, Damon Spaeth and Madison Walters.

ROLL CALL

All Board members were present.

Philip T. Morgan ..........................................................President
Timothy A. Long ................................................................Vice President
William Riffe ..................................................................Secretary
Tobi Jones ..................................................................Assistant Secretary
Teddy Bohnenkamp ..........................................................Board Member
Keith Millikan ..................................................................Board Member
Irma Hampton Stewart ..........................................................Board Member

APPROVAL OF AGENDA (Additional Items)

Dr. Chow asked for approval of the agenda with the following amendments:

- No. 11 - Consent Items - Human Resources – Status changed for two employees
- No. 12 – Old Business – Recommended the Board open the floor for public comment for each item.

MOTION: Mr. Long moved to approve the agenda as amended, seconded by Mrs. Bohnenkamp.

DISCUSSION: Mrs. Jones asked if the there could also be public comment for item No. 13 – New Business – Marching Band uniforms.

MOTION: Upon an amended motion by Mr. Long and a second by Mrs. Bohnenkamp, the Board unanimously approved the agenda as amended.

APPROVAL OF MINUTES (April 13, 2010)

MOTION: Upon a motion by Mr. Riffe and a second by Mrs. Jones, the Board approved the April 13, 2010, minutes as submitted with the exception of Mr. Millikan and Mr. Morgan who were absent from that meeting.

SUPERINTENDENT’S COMMENTS

Dr. Chow presented students from East Side Middle School, Ms Julie Elder Wood’s class, who had recently performed “Beauty and the Beast, Jr”. The students performed a song from the Play.

The students were: Eli Miller, Christy Couch, Allie Hueston, Donnie Hiday, Carly Wilson, Maddie Pay, Kylie Powell, Abi Dawson, Tristen Pettigrew, Brittany Berryman, Conner Hall, and Regan Couch.

Dr. Chow called on Mr. Bill Suraugh, father of the Advanced Placement program and the President of the School Board, Mr. P.T. Morgan, to help recognize three employees who made the Highland University program a nationally recognized program. They presented a certificate of recognition to each of the three employees who made the program a possibility within one year. Those employees were: Mr. Klye Poyer, Mr. Aaron Riley and Mr. Ralph Robinson.
Dr. Chow said, hopefully, by June, or maybe no later than July’s Board meeting, once Highland and Anderson had reported all their graduates in terms of their attendance to college and their scholarship awards, he would be able to present the impact of the Highland University program on the ACS graduates, in terms of their achievements.

“Here, again, is recognition of a true partnership where the students themselves cannot do it by themselves without the help of the teachers, and the teachers cannot do everything by themselves if the students do not apply themselves towards studying and learning. Whatever achievement the students can achieve is a reflection of their own effort. Therefore, the credit ultimately goes to the student. But, without the adults, the counselors, the teachers, the principals, and the parents who create an environment that would allow the student to flourish, we would not be able to see the kind of achievement today as we have now. I’m very, very proud to present to the public the kind of achievement that we do have. For some reason, maybe it has not been published or marketed well in the public eyes, that is the kind of positive focus that I would like to bring to the Board every month.”

BOARD PRESIDENT’S COMMENTS
No Comments

PARENT ADVISORY COUNCIL (PAC)
No Comments

ANDERSON FEDERATION OF TEACHERS

Mr. Muir accused the Herald Bulletin of false accusations regarding individual deals he allegedly made with board members.

Mr. Muir stated that you can’t separate teachers and students. What’s good for students will be good for teachers, and what’s good for teachers will be good for students. He hoped that anyone listening would not be rooting for an anti-teacher Board.

Mr. Muir went on to make the following statements:
• Teachers have made $15 million in concessions
• Raises in the last decade didn’t keep up with inflation and increase in insurance premiums
• He has never seen negotiations done in public
• He was tired of seeing employees, board members, and superintendents bashed and blamed for things that’s out of their control

Mr. Muir stated that placing negotiations on hold would cause numerous, numerous layoffs, unemployment would have to be paid, staffing would be delayed. He said he was concerned for the Corporation.

REPORTS TO THE BOARD
No Reports

RECOMMENDATIONS TO THE BOARD
CONSENT ITEMS

FINANCIAL REPORT:
Recommendation for the Board to approve the payment of claims numbered 23536 to 24442 inclusive.

HUMAN RESOURCES:
Mrs. Clark stated that under the Human Resources Report, Action for New Hires, Non-Certified, the second name listed, Tonia Hurt, was hired as a Special Education Paraeducator. Before it could be brought to the Board, she had resigned.

Under G, Action of Notification to Custodians, Rodney Clark would not be laid off due to a retirement in the custodial department.

II. Human Resources
May 11, 2010

A. Action

RETIREMENT

CERTIFIED

Terri Dishon – Music Teacher – Tenth Street/Killbuck Elementary Schools - Effective end of the 2009-10 School Year.


Christine Hostetler – 4th Grade Teacher – Eastside Elementary School – Effective end of the 2009-10 School Year.

Charles L. Peters – Counselor – Anderson High School – Effective end of the 2009-10 School Year.

MaryAnn Thornburg – Social Studies Teacher – East Side Middle School – Effective end of the 2009-10 School Year.

II. Human Resources

B. Action

RESIGNATION

CERTIFIED

Karen Whitesel – FACS Teacher – Anderson High School – Effective end of the 2009-10 School Year.

II. Human Resources

C. Action

RETIREMENT

NON-CERTIFIED


Vivian Hays – Media Aide – East Side Middle School – Effective end of the 2009-10 School Year.

II. Human Resources

D. Action

TERMINATION

NON-CERTIFIED


II. Human Resources

E. Action

RESIGNATION

NON-CERTIFIED


II. Human Resources
F. Action

NEW HIRES

NON-CERTIFIED


Brittany Kelly – Certified Classroom Assistant, First Grade – Tenth Street Elementary School – Effective 4/19/10.


II. Human Resources

G. Action

LAY OFF NOTIFICATIONS TO CUSTODIANS EFFECTIVE 7/1/10

NONCERTIFIED

Rodney Clark – 6/23/03 (seniority date) (WILL NOT BE LAID OFF)
Terrell Hampton – 7/27/03
Patty Boots – 1/12/04
Eve Earhart – 2/9/04
Scott Newby – 8/2/04
Tom Powell – 11/10/04
Kellie Long – 11/16/04
Steve Smith – 6/26/06
Donnie Humphries – 8/7/06

Human Resources – Additional Items

H. Action

CERTIFIED

RETIREMENTS

Peggy Baker – 2nd Teacher – Valley Grove Elementary School – Effective end of the 2009-10 School Year.
Belinda Flickinger – 1st Grade Reading Teacher – Forest Hills Elementary School – Effective end of the 2009-10 School Year.
Gail Hale – 4th Grade Teacher – Valley Grove Elementary School – Effective end of the 2009-10 School Year.
Frances Hardman – Head Counselor – East Side Middle School – Effective end of the 2009-10 School Year.
Linda Hay – 1st Grade Teacher – Forest Hills Elementary School – Effective end of the 2009-10 School Year.
Allan Lind – Social Studies Teacher – North Side Middle School – Effective end of the 2009-10 School Year.

MOTION: Upon a by Mr. Millikan and a second by Mr. Riffe, the Board unanimously approved the Human Resources Report as amended.

FIELD TRIPS

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<tr>
<th>SCHOOL</th>
<th>DESTINATION</th>
<th>DATE</th>
<th>EVENT</th>
<th>TRAVEL NO.</th>
<th>STUDENTS</th>
<th>COST TO STUDENTS</th>
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-4-
MOTION: Upon a motion by Mr. Riffe and a second by Mr. Long, the Board unanimously approved the remainder of the Consent Items – Financial Report, Field Trip and Conference Leaves Report.

**RESOLUTION AUTHORIZING AN AGENT TO ACT AS DESIGNEE ON BEHALF OF ANDERSON COMMUNITY SCHOOL CORPORATION**

Mr. Riffe read the following Resolution:

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### CONFERENCE LEAVES

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<th>LOCATION</th>
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<td>SELLERS</td>
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<td>SOCIAL WORK CONT: ADDICTIONS IN MODERN SOCIETY</td>
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<td>KATHRYN</td>
<td>WOMACK</td>
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RESOLVED, that Angela Vickery, Director of Special Education of the ANDERSON COMMUNITY SCHOOL CORPORATION be, and hereby, is fully authorized and empowered to act on behalf of and in the name of ANDERSON COMMUNITY SCHOOL CORPORATION, to be the designee to sign for Community Based and Residential Services, and Contracts with the Indiana Department of Education; and

RESOLVED, that Jo Ellen Cope, Secretary to the Director of Special Education, be and hereby is, the designee to sign as a witness of the parental signature(s) on said above mentioned documents.

This resolution will remain in full force and effect until modified or rescinded by subsequent resolution and receipt thereof in writing by the Indiana Department of Education.

Said resolution is effective the 1st day of July, 2010

ADOPTED THIS 11th day of May, 2010

BOARD OF SCHOOL TRUSTEES
ANDERSON COMMUNITY SCHOOL CORPORATION

Philip T. Morgan, President
Timothy A. Long, Vice-President
William Riffe, Secretary
Tobi K. Jones, Assistant Secretary
Teddy Bohnenkamp, Member
Keith Millikan, Member
Irma Hampton Stewart, Member

MOTION: Upon a by Mr. Millikan and a second by Mrs. Bohnenkamp, the Board unanimously approved the Resolution as read.

OLD BUSINESS
SALE OF PROPERTY POLICIES AND PROCEDURES
The Floor was opened for public comment; there were no public comments.

Mrs. Stewart gave a report listing provisions that should be considered for disposal of property.

MOTION: Mrs. Stewart moved for the following recommendations regarding vacant buildings:
- Maintain lease agreement with Ebbertt and Ivy Tech
- Maintain lease agreement with Head Start at Morgan Fenner
- Sell Southview E.S.
- Sell Meadowbrook E.S.
- Sell Greenbriar
- Sell Twenty-Ninth Street E.S./South Side M.S.
- Retain Edgewood E.S.
- Retain Killbuck E.S.
- Retain Forest Hills E.S.
- Relocate Administration to Robinson E.S.

Mr. Long asked to table Mrs. Stewart’s recommendation until the Board had an opportunity to review the information she presented.
Mr. Riffe suggested that since they hadn’t heard from Mrs. Jones who was supposed to be working with Mrs. Stewart on the report, they needed to refrain from voting.

Mrs. Jones stated that she and Mrs. Stewart had never met as a committee.

The Motion failed for lack of a Second.

**PAY-TO-PLAY ASSISTANCE PROGRAM**

Mr. Morgan stated that he would strike Pay-to-Play Assistance Program from Old Business because it was approved in the April 13th minutes.

**WIGWAM CLOSING**

MOTION: Mr. Riffe read the following:
I move that the use of the gym at the Wigwam complex be place on a rental basis. The rental fee is to cover the cost of the activity to ACSC. This fee should be a fair and accurate statement based on the facility and equipment to be used.

This includes but not limited to, the use by all Anderson High School Basketball teams for practice and games.

The rental fee for use of the Gym would be established each budget year by a committee composed of the Athletic Director of Anderson High School, the ACSC Director of Facilities, and the ACSC Business Manager. Once determined, the fees list is be posted on the ASCS website.

An exception to this rule shall be made for any ISHAA sanctioned State tourney series or a sanctioned county tourney hosted by Anderson High school.

This fee will become policy with the passage of this motion.

The Motion was seconded by Mr. Millikan.

**DISCUSSION:**
Mr. Riffe stated, “I would like to give reasons for making this motion.

First I want to make perfectly clear; it is the intent of this motion to give the gym at the Wigwam Educational Complex every opportunity to remain open.

We, the school board are charged with providing the best possible education to the youth of our community. An important part of that experience is the opportunity to participate and attend sporting events and passage of this motion will not deprive any student from participating in or attending a sporting event.

Simply stated as an educational institution we can we can no longer afford to subsidize the Wigwam’s gym. It needs to stand on its own financially, particularly when we have on campus facilities available to the students.

If the gym is ever closed, it will be from lack of use. Rent will be charged based on a true an accurate fee. The gym must pay for itself to remain open. There is nothing in this proposal to prevent the gym from being used again as long as it is able to financially sustain itself.

For a long time, we as a school system and a community did not worry about the expense of operating the gym because the seats were filled and ACSC did not have serious money problems. However, with the advent of class basketball and more activities for the students and adults to choose, attendance has grown smaller. While the crowds were growing smaller the expense of maintaining the gym was growing larger. As every home owner, parent and citizens know the cost of most everything is escalating faster than their paycheck. The same can be said for the gym, expenses are up and revenue is down. The ongoing long term maintenance cost of the gym will be staggering.
In this day of almost daily education budget cuts and the State’s seemingly interest in promoting charter schools at the expense of public education. Most people who believe in public education feel that budget cuts should be made as far the classroom as possible.

At ACSC, most of the cuts we can make, not directly affecting the classroom, have been made. Now regretfully the cuts being made are affecting the individual classroom and students. With the cuts made and those anticipated does it seem reasonable, responsible and logical to keep a gym open that does not pay for itself? Current cuts now being considered will affect the curriculum.

Some folks would have us wait a year before we make any changes that affect the gym. They would argue that with the combining the two high schools into one and with the fans knowing their attendance at games are necessary to keep the gym open, they will come and the seats will be full again just like the old days. Will that happen? I hope it does but I wouldn’t bet the gym on it. There is nothing in this motion that would not welcome that scenario, as long as the event pays it’s fair and accurate rental fee.

A couple of years ago, a Board Member suggested that the logical thing to do was to simply close the Wigwam, gym and all. Others said NO; let’s find a way to keep it open. It was decided we might to be able to justify keeping it open by moving classes to the Wigwam/Administration building. Thus was born “The Wigwam Educational Complex”. It did keep the gym open but even with that move I do not believe it paid for itself. There is also the distinct possibility that in the near future those classes will be relocated. Let us not depend on the classes that may or may not be there to justify keeping the gym open. The only way I believe we can justify the use of the gym is if it can pay for itself based on a true and accurate rental fee.

I think it would be wise for us not to depend on high school basketball games for the survival of the gym. In today’s economy it would be foolish to think the gym can pay for itself if it is used only 15 or 20 days a year plus practice time. If we want the gym to remain open we should try to solicit other uses for the gym. Many years ago the Pacers played some game there. Why not an exhibition game here now? How about the Indianapolis Fever plays an exhibition game? Why limit its use to basketball? Let market it for a variety of uses and events. Events that would pay a fair and accurate rental fee for use of the facility.

It is not my intent with this motion to close the gym at the Wigwam arbitrarily. My intent is to make education of our students the Primary and most important goal of ACSC.

With the adoption of this motion, the questions that the member of the ACSC Community must ask are, “Can the gym financially sustain itself”? Is its survival necessary to the education of ACSC students?

If it can stand on its own, it Will survive.

Thank You.”

DISCUSSION – Regarding utility and heating costs to operate the Wigwam

Mrs. Jones asked about how much is brought in for basketball games, and where does that money go.

Mr. Brown stated that the Athletic Department retains the money, but they pay for the out-of-pocket costs for use of the Wigwam for custodial and so forth. They don’t pay the electricity or lighting. They pay for incidental costs with operating the ball games. The Corporation pays for maintenance costs.

Mr. Long stated that the Board had received a letter they had requested from Mr. Schindler regarding the possible use of the gymnasium at Anderson High School. Mr. Schindler indicated that using the gym at Anderson High School was not feasible due to the amount of work that would be necessary, it would not be able to accommodate any anticipated attendance, it was not accessible for mobility limited and elderly people, etc. It was a three page letter and Mr. Long suggested withholding a final vote until Mr. Schindler had an opportunity to address some of the issues.
Mr. Thom Earl, 2718 Horton Dr., Anderson, IN, and President of Save Our Schools, Inc.  

Mr. Earl stated, “I’m a 49 year season ticket holder in the Wigwam. The recent proposal to move Anderson High School boys basketball games to the high school unless there is a pre-game sale of at least 3,000 tickets is not about saving money or having the Wigwam pay for itself. Rather it is an attempt to take a pot shot at Anderson High School. There is no proof or even a reasonable assumption that moving some AHS games to the high school gymnasium will save money. He also incorrectly quoted $350,000 cost for using the Wigwam is for everything including the Vocational School and all other activities that take place in the Wigwam center. The cost for using the Wigwam for AHS basketball is actually undetermined, but I’ll bet it is a lot less money than you think it is. Also, if the Wigwam is not used, obviously, the gymnasium on Madison Avenue, which by the way, only seats 2,500 people now, much less the 3,000, would need to be used. The cost for lighting and heating the high school for practices and games on game night would be just about as much as it would be for using the Wigwam. Now that the total community will attend one high school, we will need the Wigwam. The Wigwam and the basketball games therein can be a unifying force for this community. Furthermore, this proposal would be a logistical nightmare. Which seat numbering system will be used on tickets, the one in the Wigwam, the one in the high school? They are not the same. How would fans, especially those in the visiting schools, be informed if games are moved from one location to the other at the last minute? What would happen if say 2,900 tickets, which are more than the capacity of the Madison Avenue gymnasium, were sold locally, and the visiting team arrives with some 700 or 800 fans clamoring for tickets and not very happy when they didn’t get them?”

In closing, I sincerely hope this Board will not be a party to this vendetta against AHS, and will reject this proposal.”

Dan Dwickies 910 Isabelle Dr  

Mr. Dwickies stated, “Mr. Riffe, I didn’t hear you in your presentation talk about how long you are going to give the plan. I fully support the idea of pay as you go and making sure that the property pays for itself. I think that’s a fine idea. How much time are you going to give it to make that final decision? You’re going to have to have some experience along the way to determine if these rates are going to be sustaining. Do you have timeframe in mind that you would execute a closing or that the plan is working?”

Mr. Riffe stated that he thought the Board would be able to come to some sort of consensus within a year.

Patty McCool 274 Laurel Drive, Chesterfield  

Ms. McCool stated, “Mrs. Jones, you mentioned the ROTC utilizing the facilities. There were teams that had practices there. ROTC may choose to work out there, but that doesn’t mean they don’t have other options. I do want to point that out. Yes, they may use it, but they probably other facility options, if it is going to save the school system money. Mr. Earl, and his comments about the feasibility of the Wigwam, Highland High School held the Anderson/Highland game. Yes, it was very full and very crowded, but that was two schools in the same community and Highland High gym accommodated just fine. I wanted to entertain the possibility; Highland is not going to be a high school anymore, but is still going to be open, and still owned and run by Anderson Community Schools. If it comes to a size issue, what is the possibility of the Highland gymnasium being used for the larger events? People being confused of which gym to go to, people that are moving from Highland to Anderson are going through an entire change anyhow.”

MOTION: Failed by a vote of 4-2.

NEW BUSINESS

MARCHING BAND UNIFORMS  

Dr. Chow explained that there were two major issues facing the Corporation immediately in terms of activities for the summer:

1. July 4th marching at chesterfield  
2. State Fair in August  

The marching band uniform issues were that there were not enough uniforms in the old Anderson High School uniform, because the style was already old, and there were not enough of the sizes that could fit
the combined high school marching bands. However, there may have been enough uniforms from Highland that could be used. Mr. Fletcher had suggested that in order to meet the deadline to participate in those two major events, they would go with the uniforms they had and have the students pick the new design for the new Anderson High School.

Mrs. Jones stated that one option she had heard from some kids was to have Highland and Anderson at opposite sides of the field and then becoming mixed together.

Mr. Fletcher stated it would not be his recommendation. Based on his experience with judges, having two uniforms would be really a bad idea.

Mrs. Jones asked if it was possible to have alternative uniforms, something beside the traditional band uniform?

Mr. Fletcher states that was possible, and there were some groups who have done that, but looking at the top five groups, they were in their traditional band uniform or whatever their design was for their particular school. There were some schools that would have a theme and put together a certain, makeshift uniform.

Mr. Fletcher said, “I want the same thing this summer that I want any other summer. That is to have the best opportunity and the best advantage for my students. This summer is no different. When Dave and I have talked about what is possible here, we feel like putting them in the Kilts for this particular summer is really the only viable option. It is my recommendation we have then after we get through this current marching season, we would have a school year to get parent input, student input, director input, community input on the direction we want to take the Anderson band. I see that being three possibilities:

- Go in the direction of the Marching Indians
- Remain as the Marching Highlanders
- It could become a new identity

There are a number of bands that their identity as a band is different from the mascot of their school. I used to teach at Winchester, and the name of their band was the Force, the mascot was the Falcons. They were not the Marching Falcons; they called their band the Force.

We would have an opportunity to see what direction we want to take the band.

I would not advise purchasing more of the current Anderson uniform. They were purchased in 1997. About ten years is usually the life of band uniform, so we’re already on year 13. To buy more of that with that design would not be my recommendation. That would not be money well spent.

I’m just trying to get through one season, this particular season. We’re under the gun here; we’re way behind where we should be on plans. It’s my recommendation that we march, at least for this summer, in the Kilts and give the best opportunity we can to students.

The other issue, which I put in the email, we have been accepted to march in Philadelphia at the Thanksgiving Day Parade. They will expect to be seeing a band in Kilts and playing bagpipes. That’s how we were presented and that’s how we were accepted.”

Mr. Riffe asked Mr. Fletcher if he was the new band director.

Mr. Fletcher answered that’s what he was told by Mrs. Clark.

Mr. Morgan stated, “I hope I can speak for the rest of the Board that we are very glad to hear that, and also you as the Band Director I think should be able to call your own shots.”

Dr. Chow stated that he would recommend to the Board and the public the events at Chesterfield and the State Fair: We want to show the best that we have.

Mrs. Jones asked for clarification, “They will be the Anderson High School Marching Band.”
Dr. Chow answered, “Yes, in Kilts.”

**SPORTS TRANSFER OF ELIGIBILITY**

Dr. Chow stated that this item stemmed from a result of the ISHAA. It had to do with high school students being transferred from one school to another school whether the individuals would be eligible for playing sports. The original rule by ISHAA was to prevent coaches from different schools trying to recruit students from each other. The new law changed that now parents have school choice opportunities to choose to take their student to basically any school district of their desire. It made this particular situation even more complicated. There had been some discussion in regards to our students, if they were transferred out, whether or not ACS should or should not sign the waiver for athletic eligibility.

Mr. Morgan stated that the last time he spoke to the commissioner of the ISHAA, he indicated that Ft. Wayne Elmhurst and Anderson Highland, according to the ISHAA would have to follow the guidelines of staying in the district that offered ISHAA comparable sports; Anderson has two schools, Anderson High School and Liberty Christian. If anybody transferred out to another school, they would receive limited eligibility, which means they could only play at the Junior/Varsity alone. He said they were supposed to take a vote, but he had seen the results of that vote. The ISHAA governing body was made up of principals throughout the State of Indiana. The last he heard was that anybody who transferred from Anderson, IN to another school corporation without the physical movement of the parent would receive limited eligibility. He didn’t know if that had changed or not.

Dr. Chow stated the last he heard was the ISHAA deferred the actual vote. So, that particular regulation actually was delayed. They postponed it.

Mr. Riffe suggested following the ISHAA guidelines.

Dr. Chow stated, “In the past each student’s case was judged, individually. You could have situations that the individual family may require an exception, so to speak. It is relatively easy for us to basically give directions to Mrs. McCord and the staff by issuing a “Blanket” direction: If anyone wants to move without physically moving the home, then their eligibility is limited. The question of individual consideration, as I was told that in the past, had been given at the building level. One example is: If you happen to have someone who is living here but teaching in Yorktown, and decides to personally transport the child to Yorktown High School, in this particular case, should we give that family an exception?

I know times have changed. In the past when it was more stable and now we are going through a major upheaval in terms of population shift. That’s the reason I want to bring it to the Board. At least the Board has a chance to talk about it in the open, and then whatever the general consensus of the Board is, then I can give the proper direction to the staff.”

**INJUNCTION**

Mr. Charles Rubright, attorney for the Corporation stated, “Today, at 2:35 p.m., the Superior Court of Madison County, Division IV entered a Temporary Restraining Order against the Anderson Community School Corporation. I’m going to read part of that Order:

It is therefore ordered that the Defendants, Anderson Community Schools, Board of School Trustees, their agent, servants, employees, and attorneys, and all other persons in active concert and participation with them, be and they are hereby restrained from in any manner, either directly or indirectly taking any action to approve or ratify the said ACS/AFT contract.

IT IS FURTHER ORDERED that this Order expire within ten days after entry unless within such time the Order for good cause shown is extended, or; unless the Defendants consent that it may be extended for a longer period.

IT IS FURTHER ORDERED that Plaintiffs Verified Complaint for Preliminary Injunction is set for hearing for May 20, 2010 at 9:00 a.m.

IT IS FURTHER ORDERED that copies of this Order and of Plaintiff's Verified Complaint for Injunction and Application for Temporary Restraining Order, together with proper Summons issuing be immediately served by Court Bailiff upon the Defendants.
May 11, 2010

I would note that this evening, the court Bailiff did serve certain individual Board members of this Order. As a result of that, I would advise you as General Counsel that there should be no discussion or consideration on tonight’s meeting or future meetings as this Order stands for you to consider, approve or debate any ASC/AFT Collective Bargaining Contract. Now, at first blush, of taking any action, action would be action to approve. However, if you define the official action under the Open Door Law it also goes to taking input on, and therefore, it is my best opinion to you that this Board is prohibited from the deeper meaning of action to taking any input. You have informed me, Mr. President, that there are at least 3 or 4 people who have signed up to speak at the end of the meeting. Concerning the proposed Collective Bargaining Contract, in connection with that, they are speaking to you about that proposed or tentative consideration there may be in the Collective Bargaining Contract. On the broad definition of taking any action would be taking action on your part. So, I would ask those individuals who have signed up to understand that we cannot take that input this evening and I would advise the Board not to take any action, a vote, determination, debate or receive any input this evening upon the merits of the Collective Bargaining Contract.”
May 11, 2010

SUPERIOR COURT OF MADISON COUNTY, DIVISION IV
STATE OF INDIANA
2010 TERM

IRMA HAMPTON STEWART, Plaintiff

CAUSE NO. 48D04-1005-P-

ANDERSON COMMUNITY SCHOOLS
BOARD OF SCHOOL TRUSTEES, and more specifically,
TOBI JONES, KEITH MILLIKAN, WILLIAM RIFFE,
PHILIP (P.T.) MORGAN, and TEDDY BOHNENKAMP,
Defendants.

SUMMONS

The State of Indiana to Defendant:

ANDERSON COMMUNITY SCHOOLS BOARD OF SCHOOL TRUSTEES
% CHARLES R. RUBRIGHT, Bose, McKinney & Evans LLP, Attorneys at law
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204

You have been sued by the person(s) named "Plaintiff" in the Court stated above.
The nature of the suit against you is stated in the complaint, which is attached to this
document. Said complaint also states the demands, which the Plaintiff has made and
wants from you. You or your attorney must answer the complaint, in writing, within
twenty (20) days (23 days if service is by mail), commencing the day after you receive this
Summons, or judgment may be entered against you for what the Plaintiff has demanded.
(Except in Domestic Relations Cases) If you have a claim for relief against the Plaintiff
arising from the same transaction or occurrence, you must assert it in your written answer.

Clerk is ordered to cause service by: MAIL ______ PERSONAL SERVICE ______

Date____ MAY 11 2010

[Signature]

Clerk, Madison Superior Court (Seal)
STATE OF INDIANA ) IN THE SUPERIOR COURT OF
COUNTY OF MADISON ) MADISON COUNTY, DIVISION IV
) 2010 TERM

IRMA HAMPTON STEWART, CAUSE NO. 48D04-1005-PL-1475
Plaintiff VS

ANDERSON COMMUNITY SCHOOLS
BOARD OF SCHOOL TRUSTEES, and more specifically,
TOBI JONES, KEITH MILLIKAN, WILLIAM RIFFE,
PHILIP (P.T.) MORGAN, and TEDDY BOHLENKAMP,
Defendants.

VERIFIED COMPLAINT FOR PERMANENT INJUNCTION AND
APPLICATION FOR TEMPORARY RESTRAINING ORDER

Comes now the Plaintiff, IRMA HAMPTON STEWART, and for her Complaint
for permanent Injunction and Application for temporary restraining order, alleges and
says as follows:

1. That the Anderson Community Schools (herein after “ACSC”) is a school
   corporation as defined by I.C. 20-29-2-15, and maintains its principal office at 101 West
   29th Street, Anderson, Indiana, 46016;

2. That Plaintiff is one of seven trustees of the ACSC Board of School Trustees,
   and she is serving a four-year term, which commenced on July 1, 2008;

3. That she is a resident of Anderson, Indiana, and resides in the Central District
   of the Anderson Community School Corporate limits;

4. That the Defendants are also ACSC school board trustees (“Defendants”),
   together with Timothy Long, who is not named in this litigation;

5. That the said Defendants are all endorses of the Anderson Federation of
   Teachers, (hereinafter “AFT”) which is a teachers union, whose principle office is located
Stewart vs. ACSC Board  Complaint Injunction and for TRO  48D04-1005-_____

at 422 West 9th Street, Anderson, Indiana 46016;

6. That Richard Muir is and, at all times relevant, has been the president of the said Union and further he and the AFT have repeatedly endorsed the defendants as candidates to ensure their election to the school board;

7. That Keith Millikan, who is past president of the AFT, William Riffe, past board member of the AFT, and Philip (P.T.) Morgan, ACSC President of the School Board, are retired ACSC school teachers, and by virtue of their status as retirees of ACSC, each derives benefits, which are subject to collective bargaining with the AFT;

8. That the term of office of all the Defendants, excepting Keith Millikan, will expire on June 30, 2010, such that the ACSC board will no longer be subject to majority vote and rule by AFT endorsees and/or retired teachers after such date;

9. That on or about April 2010, the AFT and the Defendants gratuitously entered into negotiations regarding the Certified and Non-Certified Union Contracts due to expire in 2012;

10. That Plaintiff believes and has good cause to believe that the Defendants have committed wrongful actions, and have committed official misconduct in diverse particulars as defined by I.C. 35-44-1-1 et seq. in relation to the said negotiations;

11. That the Defendants have met behind close doors with the AFT and specifically with Rick Muir, and have bargained in violation of the Open doors laws by serial or en bloc meetings, (I.C. 5-14-1.5-1 et seq.) and have acted in collusion and/or in complicity, and in violation of their fiduciary responsibility as Trustees for the Anderson Community School Corporation, and have violated well-established board policy regarding such matters;
12. That the Defendants have agreed to bind ACSC into a ten-year contract, which will have effect until 2022;

13. That the contract contravenes state law with regard to licensure; divests the board of essential power and authority with regard to programming and safety issues; abdicates the authority of future boards to hire, fire, manage, supervise, and otherwise operate the corporation without the consent of the AFT; among other detriments to the corporation and to the residents within ACSC corporate limits;

14. That the said contract promotes and compels a substantial increase in the fiscal crisis now faced by ACSC and other school corporations across the country and is for the purpose of guaranteeing employee rights and entitlements under the contract after the ACSC Board is no longer under AFT majority control;

15. That at all times relevant, Charles Rubright, BOSE, MCKINNEY AND EVANS, LLP has been the attorney for the School Board, such that he and the Board President, Philip T. (P.T.) Morgan, represented ACSC and the Board in negotiations with the AFT;

16. That Plaintiff attaches hereto and incorporates herein by reference as Exhibit “A”, a copy of the report of Attorney Rubright, which he distributed to the board, and which recites his personal knowledge and observations of the Defendants' misconduct regarding negotiations, with attached AFT and ACSC proposals;

17. That ACSC is now embroiled in a financial crisis, which is primarily the result of marked changes in funding and other matters, and that the efforts of the Defendants, if fulfilled, will likely result in the bankruptcy of the corporation and more importantly, will
substantially impair the corporation's ability to deliver an appropriate education to its students;

18. That Kevin Brown, the long-term business Manager for ACSC and the Board of Trustees, prepared and submitted a report to the ACSC Board, which reiterated his continued financial concerns regarding the direction of the Defendants' negotiations with the AFT, however, the Defendants continued their path of collusion with the AFT;

19. That Plaintiff attaches hereto and incorporates herein by reference as Exhibit "B", a copy of the business manager's report;

20. That Rick Muir, a teacher for ACSC, has given his notice of intent to retire from ACSC and accordingly, one provision of the Defendants' negotiations provides that any teacher who retires shall receive $25,000.00 upon retirement over and above all other traditional entitlements and without regard to the number of retirees and the economic crisis within ACSC;

21. That Plaintiff believes and has good cause to believe that such bargaining efforts by the Defendants and the AFT will likely be voted upon by the ACSC School Board at its regular meeting on Tuesday, May 12, 2010, as part of the unspecified "new business" on the agenda;

22. Plaintiff further believes and has good cause to believe that en bloc, Defendants will approve their unlawful negotiations to the detriment of ACSC, to detriment of Plaintiff in her capacity as ACSC Trustee and as a resident, and to the detriment of all the residents within the corporate limits of ACSC, except for the teachers, retirees, and the Defendants;

That AFT is so assured of the Defendants' vote at the regular meeting on May 12, 2010, and of the defendants' commitment to their promises to the AFT, that Rick Muir has issued to the AFT members a Notice of General Membership Meeting for Wednesday, May
13,2010 in the Wigwam Complex Auditorium at 4:15 p.m.;

24. That the first agenda item for the meeting is "Ratification of items your negotiating team has tentatively agreed to at the bargaining table."

25. That Plaintiff attaches hereto and incorporates herein by reference a copy of the said Notice (Exhibit "C");

26. That the history of all the Defendants consists of continuing violations of the law as reflected by its recent action whereby Defendant, Teddy Bohnenkamp lost the election to position one of the Central District, then resigned from her position at the same meeting where she was interviewed by the Board, together with other applicants, for appointment to the at-large position of the Board then led by Tobi Jones as President, and was selected at the same meeting, based upon a question, the answer of which was a part of the board packet materials for discussion during that meeting;

27. That Plaintiff believes that an emergency exists for the issuance of a temporary restraining Order, without notice, restraining Defendants from voting upon and thereby approving any proposed settlement package with the AFT arising out of the above-described negotiations, and for issuance of a permanent injunction enjoining the Defendants from gratuitously crafting other settlement packages during their remaining term so as to thwart or otherwise have the effect of nullifying the court's injunction or restraining order;

28. That Plaintiff believes that if a temporary restraining order is not issued, that ACSC and this community will suffer irreparable injury and there is no adequate remedy
at law, unless the Defendants are enjoined and restrained from committing further wrongful acts in
furtherance of their scheme, and from acting in conflict with, contrary to, and in violation of their oaths
as trustees for the school corporation.

WHEREFORE, Plaintiff respectfully prays for the issuance of a temporary restraining order and
permanent injunction against the Defendants, and for all other relief just and proper in the premises.

I affirm under the pains and penalties for perjury that the foregoing representations are true
to the best of my knowledge and belief.

Respectfully submitted,

IRMA HAMPTON STEWART, Plaintiff
May 11, 2010

BOSE McKinney & EVANS LLP
ATTORNEYS AT LAW

FAX TRANSMITTAL SHEET

Date/Times: April 9, 2010

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Operator Initials:

Indianapolis  Cincinnati  West Lafayette  Raleigh, NC  Washington, DC
April 9, 2010

Members of the Board of School Trustees
of the Anderson Community School Corporation
101 West 29th Street
Anderson, IN 46016

Dear Board Members:

I am sending this letter to you to discuss the status of bargaining. Particularly the events at the last bargaining session held yesterday, April 7, 2010. This letter is to provide you some information for our discussion at the next Executive Session on April 13, 2010.

At the last Executive Session in March, I met with the Board to establish my authority for negotiations. At the last Executive Session I was given settlement directions from the Board, which included directions to attempt to negotiate certain matters, such as the length of the contract, on concessions from the AFT such as expenditure reductions. However, I did have the ultimate authority from a majority to eventually go to ten (10) years. The intent was to not place my ultimate authority on the bargaining table initially, but to use it to negotiate additional permanent cost savings.

At the March 11, 2010 meeting I did place a proposal on the table to the AFT. Rick Muir went ballistic because the proposal on the table did not include a ten (10) year contract, but a lesser length contract extension. Rick Muir accused me of "game playing" by placing on the table a proposal that was less than my authority! (Isn't that what negotiations is supposed to be about? - Yes it is! My strategy was to "bargain" for permanent reduction in expenditures with a longer length for the Collective Bargaining Agreement.)

At that time Rick Muir, in my presence, called several Board Members by cell phone which he explained the situation to them and those Board Members gave Rick the authority that I could go to ten (10) years. In essence, my position at the table was undercut by the telephone calls from Rick Muir directly to Board Members during that negotiations session. I had no choice at that meeting but to place an early retirement provision on the table without limits and also a ten (10) year contract. My bargaining leverage disappeared.
Members of the Board of School Trustees
of the Anderson Community School Corporation
April 9, 2010
Page Two

However, we were still unable to reach agreement at that time because of certain items
upon which the AFT were insisting upon, which did not affect teachers but affected other
portions of the budget. There were non-collective bargaining items. For example, reducing all
administrators to less than a full year contract and eliminating or reducing the number of
non-bargaining unit secretaries in the Central Office, and the elimination of all security. Because
of these items which the AFT was insisting upon, it was impossible for the School Corporation
to agree upon the package. As a result, negotiations were at an impasse with both Rick Muir and I
indicating to each other that if either one had a change of position in regards to bargaining we
would call the other to schedule a meeting.

At that time Rick Muir also said that hell would freeze over before he would call me to
schedule another meeting. At the end of March Rick Muir called me indicating that hell was
freezing over and he was calling me to schedule another meeting and he would have a proposal.
We established a bargaining session for yesterday, April 7, 2010. I was expecting a compromise
proposal from his last position.

At the start of that meeting Rick Muir informed me that he had a new proposal which is
enclosed with this letter and identified as the April 7, 2010 Proposal.

P.T. Morgan accompanied me to that bargaining table and did give me a heads-up that
there was a majority Board support for Rick's proposal. At the meeting Rick indicated to me that
he had two (2) separate meetings with a total of five (5) Board Members and he received a face-
to-face commitment from at least four (4) Board Members for every item that was in his
proposal. He further indicated there was support from five (5) Board Members for most of the
items in the proposal.

At that time I had no direction from the Board in connection with any change in my
authority from the March meeting. After reviewing the proposal and asking clarification
questions, I indicated to him that I work for the Board and was not going to get my authority
from him (Rick Muir) but I would need to speak directly with the Board. We adjourned the
meeting without any other date set but I indicated that I would be meeting with the Board on
Tuesday, April 13, 2010.

This most recent proposal has fewer reductions in bargaining unit expenditures than any
of the other prior proposals which the AFT has submitted previously. Even though the April 7,
2010 AFT proposal contains, at most, no permanent reductions in expenditures and more
Members of the Board of School Trustees  
of the Anderson Community School Corporation  
April 9, 2010  
Page Three

Concessions are being asked from the School Corporation than in the prior proposals, the School  
Corporation would have been better off accepting the prior proposals.

I would like to have you review this document before the meeting. I also would like to  
review this document with each of the AFT proposals at the meeting so that you understand fully  
the consequences of each of these items. This is a concept proposal and many of the difficult  
issues ("the devil is in the details") will come to light in working out the actual contract  
language.

For example, in connection with the non-certified employees, I understood my authority  
was that I would place a proposal on the table that would provide that a classified employee who  
was acquitted after a speedy trial would be reinstated with back-pay. However, this was  
unacceptable to the AFT and the AFT wants to have the employee on paid status if a classified  
employee is charged with a crime and that paid status would continue even though it may be  
several years before that case goes to trial.

This is an example how the AFT conceptual proposal (§2 under non-certified) can be  
viewed differently. Rick Muir has interpreted that the Board Members who have given him the  
commitment that that is an acceptable proposal, that it is the AFT's interpretation not the one that  
I placed on the table.

In the last month the AFT has reduced the amount of bargaining unit expenditure  
reductions and yet now is demanding more concessions from the School Corporation than  
previously contain in proposals and I am being told it is acceptable to a majority of the Board. I  
find it somewhat frustrating that I am being informed by the union negotiator as to what my  
authority is from the majority of the Board.

The bottom line is that the Board had only one significant  
goal - to achieve reduction of bargaining unit expenditures. In  
return for that trade-off was an extension of the collective  
bargaining agreement to protect the AFT from a potential  
repeal of the collective bargaining act. The insurance benefits  
change is the only real reduction in expenditures (it is not  
enough) and that change can be reversed unilaterally by the  
AFT. The School Corporation has failed in its goal of meeting  
reduction of expenditures - yet with settlement the School  
Corporation is granting a contract extension until 2022 and also
Members of the Board of School Trustees
of the Anderson Community School Corporation
April 9, 2010
Page Four

ADDITIONAL CONCESSIONS IN WHICH THE BOARD'S CONTROL OF
PROGRAMMING AND SAFETY IS GIVEN AWAY.

It is imperative that I do meet with you, as a Board, to find out where the majority of the
Board is in connection with the AFT's April 7, 2010 proposal and also discuss each concept item
so that I know exactly where you stand. I also want to discuss the consequences of each of the
AFT proposals.

I will see you Tuesday afternoon.

Very truly yours,

[Signature]

Charles R. Rubright

CRR/jet: 166664
Attachment
AFT Proposed Settlement Package 2010

1. 10 year Extension of the master contract expiring on December 31, 2022.

2. “Sunset” clauses: A beginning date and ending date will be included. Continuation of the concessions must be manually agreed upon by the parties. If mutual agreement cannot be reached, a third party arbitrator which is mutually agreed upon by the AFT and ACS will settle the dispute.

Certified

1. Maintain the $25,000 buy out for retirees. No minimum numbers required. 
   (Need to agree on a date that the retiring teacher must have their non-revocable letter of retirement in and the date said deposit will be made. Retirees must be at least 50 years of age and 15 years with Anderson Community Schools. ACS and AFT must agree upon a date of which a non-revocable letter of retirement is to be submitted.

2. ACS can not hire anyone to teach without a 4 year education degree from an accredited college unless there is a shortage of applicants. There must be mutual agreement between the AFT and ACS that the emergency exists.

3. Any ACS initiatives including grant applications, research projects, etc and the distribution of expenditures must involve the AFT.

4. There must be approval by the AFT president on all PL-221/SWP plans.

5. Primary time change? (15 minutes – not to extend the day past 3:30)
   (If this doesn’t save money we stay with current time schedule.)

Non-certified

1. No outsourcing without a mutual agreement between AFT and ACS.

2. A non-certified employee will have the same presumption of innocence as a certified employee.

Certified and Non-Certified:

1. Maintain the 2009-2010 salary for 2010. Teachers that qualify will still receive their incremental raises.

2. All extra teacher pay will be at the staff development rate at $15.76/hr. for 2010 and 2011 school year. This pay will increase to $20.00/hr. for the 2011 and 2012 school year.
3. All elementary teachers shall be provided with preparation time with five preparations periods per week through the employment of art, physical education, library, and music teachers. (Preferably at the same time each day and with their grade level colleagues)

4. ACS will not hire anyone to teach without a four year education degree from an accredited college unless there is a shortage of applicants. There must be mutual agreement between the AFT and ACS that the emergency exists.

5. 1.2 million dollars will be taken from the health insurance fund for the 2010/2011 school year and 1.2 million dollars from the health insurance fund for the 2010/2011 school year to help offset the budget deficit.

6. Continue improving the strategic energy plan (still wasting energy dollars).

7. Find an efficient/least effective place to house central administration.

8. Reduce twelve month administrative contracts to eleven month contracts without vacation time with the exception of central administrative staff.

9. ACS will consolidate secretaries at the administration building.

10. Only one paid police officer per building in the intermediate middle school and high school for the 2010/2011 school year. After which we will seek alternative voluntary security.

11. Elimination of all tech vendors such as Successor Maker.


13. The AFT will agree to plan changes in the health care policy.


15. Extend call back rights from three to five years.

16. ACS will print and distribute the new contract with these changes and past amendments by Friday, May 21, 2010. This will include the extra 200 copies of Certified and Non-Certified.

All of the above is contingent upon ACS adopting Option II of their Cost Reductions without collective bargaining.
To: Members of the Board of School Trustees
From: Kevin J. Brown
Re: 2010 Budget and Beyond
Date: April 30, 2010

Board Members,

As we all are aware, the fiscal condition of the school corporation continues to find itself in a deep morass. The forecasts made in our February 23, 2010 presentation to the board are continuing to hold true, and have been aggravated by further falling tax collections and increasing health insurance costs. Revenue losses beyond our forecast of 2-23 will continue in subsequent years beyond this forecast if enrollment losses continue as predicted. Meetings with our state legislators left us with little hope for help from the state, and clearly an improved financial situation has been left up to us to create.

As the board is aware and as outlined in our 2-23-10 presentation, we are faced with a serious and growing deficit requiring additional substantial action. The administration is in the process of a full implementation of option 2; however continued and additional cost reductions are required. Since we have implemented nearly all the cost reductions we have the unilateral ability to implement bargained changes with the AFT must be vigorously pursued.

Since our report to the Board on February 23, 2010, we have received our final property tax settlement for 2009 resulting in a tax collection shortfall of $2.2 million which is $700,000 greater than projected. We received the health insurance renewal of a $1.6 million increase. Through some serious negotiations and a change in the stop loss level, we were able to adjust that increase to $1.1 million or 8.8%.

To reiterate our projected condition, our worst case scenario puts us at an $11.2 million dollar deficit by the end of 2011 assuming the full implementation of option 2. We placed approximately $5 million of cost reductions on the bargaining table which, if implemented in a timely manner, would have optimistically resulted in a balanced budget by 12-31-11. This addressed all the known fiscal factors at the time. Our financial situation has deteriorated since then as noted in the preceding paragraph, and therefore the suggested bargaining reductions continue to be essential to our success.

I have been working closely with Beth Clark to reduce staffing as much as possible, consistent with option 2 of the 2/23/10 analysis. The good news is that we will be able to exceed these preliminary estimates. The exact amount is still unknown and will remain so until we have actual student counts at the start of the upcoming school year.

I do have deep and serious concerns over what is taking place in bargaining. Our enrollment forecasts as outlined in our 2-23-10 presentation to the board which remain largely unchanged, show continued declining enrollment which will result in sharply lower revenue over time as opposed to increased revenue or even stable revenue; the tax collection percentages for 2009 were the lowest in the last 25 years; the circuit breaker losses will more than likely accelerate; our assessed value continues to trend lower and the general economy continues to be sluggish.
Now, the prospect of a 10 year extension of the contract will tie our hands in terms of gaining efficiencies regarding the staff. Under option 2, we will have done nearly everything possible to reduce costs without union agreement. This still leaves us well short of the cost reduction needed to balance the budget.

Next, the $25,000 retirement initiative will more than likely cost in excess of $1.0 million if more than 40 people retire, and with the consolidations the vast majority will have retired anyway as was the case last year. One can make the case that retirements are better than layoffs and I agree. It is also true that the savings in greater with a retirement versus a layoff if that position is to be eliminated. However, if the retirement would have come regardless of an incentive, then the added expense is unnecessary and results in a greater eventual number of layoffs than would otherwise have been necessary to achieve the same level of cost savings. In addition, this places a greater financial burden on employees still working here to the benefit of those no longer serving the students or community. Also, nearly all those retiring have already received an early retirement buyout and this constitutes a duplication of our already granted early retirement incentive.

The remaining proposals from the Union either further tie our hands regarding cost reductions or involve themselves in management prerogatives which is not appropriate for the collective bargaining venue.

It was clear at the beginning of bargaining that we needed multi-million dollar cost reductions from the agreement. The initial estimate of the cost savings for our proposal was approximately $5.0 million as mentioned earlier. I had indicated that we needed all of it in order to approach balancing the budget. The Union response amounts to mockery in that their proposals are fiscally dismal, in many cases not cost reductions at all and they insist on restoring the costs at their discretion. These cuts follow permanent revenue reductions and restoration simply will not be possible.

The union continues to insist that we raid the reserves in the self insurance fund. Admittedly, we are well reserved in that fund; however, it is one-time money and only a year or two of bad claims experience will evaporate the funds. Bad idea, and is a short sighted response to a permanent problem.

The proposed bargained changes anticipated a full year savings, and now the year is one third over. These potential savings continue to evaporate with no real prospect for implementation at this time, worsening our situation.

Honestly, in this time of fiscal crisis, nearly all of the union’s requests are unacceptable. It has been said that the efficiencies we are seeking or “cuts” as the AFT has put them are on the backs of the employees. Let me point out that we are spending nearly all of our revenue on the “backs” of the employees! Not much more to be said on that part.

It would seem that the Federation is in denial of our fiscal condition (they have never challenged its validity). They and everyone party to the process are simply defending the position of a later date which places the very survival of the school corporation in peril. This delay also transfers the necessary decision making to future leaders, and neglects our current responsibility. Their approach and efforts only serve to ultimately point to the collective bargaining agreement as a contract that causes deficit financing for the school corporation. This will have disastrous effects for the organization and community.

I do not know what the current board is thinking. This is a profoundly serious matter and your response to it certainly does not match appropriate necessary action. If the administration’s approach and suggestions are unacceptable, then we are more than willing to listen to ideas that will reduce costs as necessary. Those have not been forthcoming.

Respectfully,

Kevin J. Brown
Business Manager

cc: Dr. Felix Chow; Mrs. Beth Clark; Mr. Chuck Rubright
Attachments:
ACSC General Fund Budgeted Revenue
ACSC All Funds Budgeted and Forecast Revenue
ACSC All Funds Budgeted Expenditures

C:\DOCU MENT S\STAFF\DESKTOP\ACSC COMP FILES\Letters\2010 BUDGET AND FY2100.docx
## Anderson Community School Corporation General Fund Budgeted Revenue

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Board Adopted 2010 Budget</th>
<th>2010 Budget Revision as of 1-15-10</th>
<th>2010 Budget Revision as of 2-20-10 Budget Approval Date</th>
<th>2010 Budget Revision as of 4-15-10 State Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Grant</td>
<td>62,548,000</td>
<td>59,600,000</td>
<td>59,704,434</td>
<td>60,066,619</td>
</tr>
<tr>
<td><strong>Tuition Support</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Honors Diploma Grant</td>
<td>56,368,000&lt;sup&gt;a&lt;/sup&gt;</td>
<td>53,428,000&lt;sup&gt;b&lt;/sup&gt;</td>
<td>53,524,434</td>
<td>53,159,715&lt;sup&gt;c&lt;/sup&gt;</td>
</tr>
<tr>
<td>Special Education Grant</td>
<td>80,000</td>
<td>80,000</td>
<td>80,000</td>
<td>127,800</td>
</tr>
<tr>
<td>Vocational Education Grant</td>
<td>5,055,000</td>
<td>5,055,000</td>
<td>5,055,000</td>
<td>5,513,528</td>
</tr>
<tr>
<td>Prime Time Grant</td>
<td>612,000</td>
<td>612,000</td>
<td>612,000</td>
<td>907,400</td>
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<tr>
<td>Restoration Grant</td>
<td>378,000</td>
<td>378,000</td>
<td>378,000</td>
<td>378,196</td>
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<tr>
<td></td>
<td>75,000</td>
<td>75,000</td>
<td>75,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Basic Grant</strong></td>
<td>$62,548,000</td>
<td>$59,600,000</td>
<td>$59,704,434</td>
<td>60,066,619</td>
</tr>
<tr>
<td><strong>Other State Revenue</strong></td>
<td>1,150,000</td>
<td>1,150,000</td>
<td>1,150,000</td>
<td>950,000</td>
</tr>
<tr>
<td><strong>Total State</strong></td>
<td>$63,698,000</td>
<td>$60,750,000</td>
<td>$60,854,434</td>
<td>61,016,519</td>
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<tr>
<td><strong>Federal Revenue</strong></td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td><strong>Local Revenue</strong></td>
<td>1,702,000</td>
<td>1,702,000</td>
<td>1,702,000</td>
<td>1,702,000</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$65,600,000</td>
<td>$62,660,000</td>
<td>$62,756,434</td>
<td>$62,918,619</td>
</tr>
</tbody>
</table>

<sup>a</sup> Divided by 8780 FTE student count = $540/ student  
<sup>b</sup> Divided by 8780 FTE student count = $688/ student  
<sup>c</sup> Divided by 8780 FTE student count = $609/ student  
<sup>d</sup> Divided by 8780 FTE student count = $605/ student

*This document is a snapshot of the Anderson Community School Corporation General Fund Budgeted Revenue as of May 11, 2010.*
## Anderson Community School Corporation All Funds Budgeted And Forecast Revenue

<table>
<thead>
<tr>
<th></th>
<th>Board Adopted 2010 Budget</th>
<th>2010 Expected Actual Revenue as of 12-31-09</th>
<th>2010 Expected Revenue As of 1-15-10</th>
<th>2010 Expected Revenue As of 4-15-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$65,600,000</td>
<td>$65,600,000</td>
<td>$62,660,000</td>
<td>$62,918,619</td>
</tr>
<tr>
<td>Debt Service Fund</td>
<td>10,652,000</td>
<td>10,652,000</td>
<td>10,652,000</td>
<td>10,652,000</td>
</tr>
<tr>
<td>Pension Debt Fund</td>
<td>3,611,000</td>
<td>3,611,000</td>
<td>3,611,000</td>
<td>3,645,000</td>
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<tr>
<td>Transportation Fund</td>
<td>5,731,000</td>
<td>5,731,000</td>
<td>5,731,000</td>
<td>5,300,000</td>
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<tr>
<td>Bus Replacement Fund</td>
<td>1,200,000</td>
<td>1,200,000</td>
<td>1,200,000</td>
<td>1,200,000</td>
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<tr>
<td>Capital Project Fund</td>
<td>8,700,000</td>
<td>6,000,000</td>
<td>6,000,000</td>
<td>5,000,000</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$95,574,000</strong></td>
<td><strong>$92,794,000</strong></td>
<td><strong>$88,854,000</strong></td>
<td><strong>$88,715,619</strong></td>
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<tr>
<td>Less: Circuit Breaker</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Low Estimate)</td>
<td>(3,181,000)</td>
<td>(3,181,000)</td>
<td>(3,181,000)</td>
<td>(3,700,000)</td>
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<tr>
<td>(High Estimate)</td>
<td>(7,200,000)</td>
<td>(7,200,000)</td>
<td>(7,200,000)</td>
<td>(7,200,000)</td>
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<tr>
<td>Less: Anticipated Tax Collections Shortfall</td>
<td></td>
<td></td>
<td></td>
<td>(2,200,000)</td>
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<tr>
<td><strong>Total Revenue Range</strong></td>
<td><strong>$92,393,000 to</strong></td>
<td><strong>$89,613,000 to</strong></td>
<td><strong>$86,672,000 to</strong></td>
<td><strong>$82,815,619 to</strong></td>
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<tr>
<td></td>
<td><strong>$87,874,000</strong></td>
<td><strong>$85,098,000</strong></td>
<td><strong>$82,154,000</strong></td>
<td><strong>$78,815,619</strong></td>
</tr>
</tbody>
</table>

**NOTE:** All figures assume implementation of all school configurations approved as of 1-15-10.
## Anderson Community School Corporation All Funds Budgeted Expenditures

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Board Adopted 2010 Budget</th>
<th>State DLGF Approved Budget</th>
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</thead>
<tbody>
<tr>
<td>General Fund</td>
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<tr>
<td>Debt Service Fund</td>
<td>10,361,000</td>
<td>10,231,174</td>
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<tr>
<td>Pension Debt Fund</td>
<td>3,648,000</td>
<td>3,646,214</td>
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<tr>
<td>Transportation Operating Fund</td>
<td>6,000,000</td>
<td>5,157,755</td>
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<tr>
<td>Bus Replacement Fund</td>
<td>1,200,000</td>
<td>1,200,000</td>
</tr>
<tr>
<td>Capital Projects Fund</td>
<td>7,500,000</td>
<td>4,922,521</td>
</tr>
</tbody>
</table>

**Total Funds:** $94,509,000 $85,150,442

Less circuit breaker impact: $3,700,000

Net Expenditures: $82,459,442

2009 Shortfall: $3,200,000

(1.0 million excess expense)

(2.2 million tax collections shortfall)

Net available: $79,250,442

Reduction in appropriation: $15,258,558

General fund cost reductions to date: $5,200,000

Net shortfall: $10,058,558

Targeted reductions in CPF & Transportation: $3,500,000

Net additional budget reductions necessary for 2010: $6,558,558
ACSC
PROPOSED SETTLEMENT PACKAGE

I. Term of Agreement

Accept the AFT’s proposed extension of the certified Collective Bargaining Agreement for ten (10) years until December 31, 2022, with the same openers that currently exist each year through December 31, 2012.

II. Financial Issues

- No increase in salary or wages for 2010
- Upon ratification of the Collective Bargaining Agreements, increase the employee share of the health, dental, and vision to twenty percent (20%)
- Effective as soon as administratively possible after the ratification of the Collective Bargaining Agreements, implement the health insurance benefit changes set forth in the attached document to this proposal.
- Any work beyond the normal work day or in excess of two (2) hours will be compensated at the rate of Fifteen Dollars and Seventy-five Cents ($15.75) per hour.

III. Certified Employees

- Early Retirement Incentive – see attached
- Delete Summer Recreation Program

IV. Classified Employees

- Status of employee pending criminal charges – see attached
- Delete Article II, Section 3(3), and contingent upon this deletion the Classified Collective Bargaining Agreement will be extended for ten (10) years until December 31, 2022, with the
same reopeners that currently exist each year through December 31, 2012.

V. Grievance Procedure

- Clarify the grievance procedure language and make mutually agreeable changes
- Limit the filing of a grievance by only the AFT's grievance chairperson
- Limit the filing of a grievance to the sequences of Steps set forth in the grievance procedure, commencing with "Step 1," unless there is a mutual agreement between the School Corporation and the AFT.
- If a grievance is not timely responded to at any step by the school corporation, the grievance may be advanced to the next step.

VI. Board Proposal previously submitted – see separate package

*All sentences changed will be restated only on the mutual agreement of both parties.*
2010 RETIREMENT INCENTIVE

The School Corporation will pay $25,000.00 early retirement stipend to certified employees and/or Administrators who provide irrevocable notice of retirement on or before __________, 2010 with the retirement effective at the end of the 2009-2010 school year for any certified employee and/or Administrator that is (1) at least fifty (50) years old, (2) with fifteen (15) years of service with ACSC, (3) is at the 19th step of a salary column, and is actually working or on approved leave during the 2009-2010 school year. This deadline will be strictly enforced. This amount will be paid to the retiring certified employee or Administrator’s 401(a) account on or before September 1, 2010.

This deadline will be strictly enforced.
Add a new subsection to Article IX, Section 2, Discipline of the Non-certified Collective Bargaining Agreement.

If an employee is arrested and charged with a crime (except a moving vehicle violation), that employee will be placed on unpaid administrative leave. The employee, at the employer's discretion, may utilize any paid leave or vacation days during this period. If the employee requests a speedy trial as provided by the procedures of the criminal courts and then is fully acquitted, the employee will be reinstated with back pay. If the employee utilizes any paid leave or vacation days, those days will be restored.

If the AFT pays the employee during this time period, the School District will reimburse the AFT if the employee is fully acquitted and has not been reprimanded or fined.
### Anderson Community School Corporation
#### 2010 Health Insurance Benefits

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Option A</th>
<th>All A</th>
<th>Option B</th>
<th>All B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>Minimum / Network</td>
<td>$290 / $500</td>
<td>$320</td>
<td>$400 / $500</td>
</tr>
<tr>
<td>Family</td>
<td>$600 / $1,000</td>
<td>$750</td>
<td>$800 / $1,000</td>
<td>$900 / $1,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consumer</th>
<th>20% / 20%</th>
<th>20% / 20%</th>
<th>20% / 20%</th>
<th>20% / 20%</th>
</tr>
</thead>
</table>

| Maximum Out of Pocket | Individual (w/ Dep) | $2,000 / $2,000 | $2,000 / $2,000 | $2,000 / $2,000 | $2,000 / $2,000 |
| Family (w/ Dep)      | $1,000 / $4,000 | $1,000 / $4,000 | $1,000 / $4,000 | $1,000 / $4,000 |

<table>
<thead>
<tr>
<th>Lifetime Maximum</th>
<th>65,000 (Horizon)</th>
<th>65,000 (Horizon)</th>
<th>65,000 (Horizon)</th>
<th>65,000 (Horizon)</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Office Visit</th>
<th>Unlimited (Except Transplant - $1M max)</th>
<th>Unlimited (Except Transplant - $1M max)</th>
<th>Unlimited (Except Transplant - $1M max)</th>
<th>Unlimited (Except Transplant - $1M max)</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Physician Group</th>
<th>$30 Copay / 25%</th>
<th>$30 Copay / 25%</th>
<th>$30 Copay / 25%</th>
<th>$30 Copay / 25%</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Emergency Room Services</th>
<th>$150 Copay / $500 Copay</th>
<th>$150 Copay / $500 Copay</th>
<th>$150 Copay / $500 Copay</th>
<th>$150 Copay / $500 Copay</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Urgent Care Center Services</th>
<th>$235 Copay / $335 Copay</th>
<th>$235 Copay / $335 Copay</th>
<th>$235 Copay / $335 Copay</th>
<th>$235 Copay / $335 Copay</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Prescription Drug - Retail Order</th>
<th>$10 Generic</th>
<th>$10 Generic</th>
<th>$10 Generic</th>
<th>$10 Generic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prescription Drug - Retail Order</td>
<td>$20 Brand Formulary</td>
<td>$20 Brand Formulary</td>
<td>$20 Brand Formulary</td>
<td>$20 Brand Formulary</td>
</tr>
<tr>
<td>Prescription Drug - Retail Order</td>
<td>$40 Brand Formulary</td>
<td>$40 Brand Formulary</td>
<td>$40 Brand Formulary</td>
<td>$40 Brand Formulary</td>
</tr>
</tbody>
</table>

*Agreed to by Plan Director 2010

*All of old plan 2012/2013
AFT Proposed Settlement Package 2010

1. 10 year Extension of the master contract expiring on December 31, 2022.

2. "Sunset" clause: A beginning date and ending date will be included. Continuation of the concessions must be mutually agreed upon by the parties. If mutual agreement cannot be reached, a third party arbitrator which is mutually agreed upon by the AFT and ACS will settle the dispute.

Certified

1. Maintain the $25,000 buy out for retirees. No minimum numbers required. (Need to agree on a date that the retiring teacher must have their non-revocable letter of retirement in and the date said deposit will be made. Retiree must be at least 50 years of age and 15 years with Anderson Community Schools. ACS and AFT must agree upon a date of which a non-revocable letter of retirement is to be submitted.

2. ACS can not hire anyone to teach without a 4 year education degree from an accredited college unless there is a shortage of applicants. There must be mutual agreement between the AFT and ACS that the emergency exists.

3. Any ACS initiatives including grant applications, research projects, etc and the distribution of expenditures must involve the AFT.

4. There must be approval by the AFT president on all PL-221/225/226/227/228/229/230/231/232 plans.

5. Primary time change? (15 minutes – not to extend the day past 3:30)

Non-certified

1. No outsourcing without a mutual agreement between AFT and ACS.

2. A non-certified employee will have the same presumption of innocence as a certified employee.

Certified and Non-Certified:

1. Maintain the 2009-2010 salary for 2010. Teachers that qualify will still receive their incremental raises.

2. All extra teacher pay will be at the staff development rate at $15.76/hr. for 2010 and 2011 school year. This pay will increase to $20.00/hr. for the 2011 and 2012 school-year.
3. All elementary teachers shall be provided with preparation time with five
preparations periods per week through the employment of art, physical education,
library, and music teachers. (Preferably at the same time each day and with their
grade level colleagues)

ACS will not hire anyone to teach without a four year education degree from an
accredited college unless there is a shortage of applicants. There must be mutual
agreement between the AFT and ACS that the emergency exists.

1.2 million dollars will be taken from the health insurance fund for the 2010/2011
school year and 1.2 million dollars from the health insurance fund for the
2010/2011 school year to help offset the budget deficit.

6. Continue improving the strategic energy plan (still wasting energy dollars).

7. Find an efficient/cost effective place to house central administration.

8. Reduce twelve month administrative contracts to eleven month contracts without
vacation time with the exception of central administrative staff.

9. ACS will consolidate secretaries at the administration building.

10. Only one paid police officer per building in the intermediate middle school and
high school for the 2010/2011 school year. After which we will seek alternative
voluntary security.

11. Elimination of all tech vendors such as Successor Maker.


13. The AFT will agree to plan changes in the health care policy.


All of the above is contingent upon ACS adopting Option II of their Cost
Reductions without collective bargaining.
Dear AFT Member:

IMPORTANT GENERAL MEMBERSHIP MEETING

Your attendance is needed at a general membership meeting. Please make every effort to attend.

DATE: WEDNESDAY, MAY 12, 2010
PLACE: WIGWAM COMPLEX (AUDITORIUM)
TIME: 4:15 P.M.
AGENDA:
1. RATIFICATION OF ITEMS YOUR NEGOTIATING TEAM HAS TENTATIVELY AGREED TO AT THE BARGAINING TABLE.
2. OLD BUSINESS
3. NEW BUSINESS

Respectfully,
RICK MUIR
President
STATE OF INDIANA   )
COUNTY OF MADISON   ) SS:
                      ) IN THE SUPERIOR COURT OF
                      ) MADISON COUNTY, DIVISION IV
                      ) 2010 TERM

IRMA HAMPTON STEWART, Plaintiff

VS

ANDERSON COMMUNITY SCHOOLS
BOARD OF SCHOOL TRUSTEES, and more specifically,
TOBI JONES, KEITH MILLIKAN, WILLIAM RIFFE,
PHILIP (P.T.) MORGAN, and TEDDY BOHLENKAMP,
Defendants.

CAUSE NO. 48D04-1005-PL-01475

TEMPORARY RESTRAINING ORDER

This matter comes before the court on Plaintiff’s Verified Complaint for
Permanent Injunction and Application for Temporary Restraining Order,

And it appearing to the Court that the Defendants are committing acts and are
about to commit further acts as set forth in Plaintiff’s complaint, and will continue to do
so unless restrained by order of this court,

And that immediate and irreparable injury, loss, and damage will result to
Plaintiff and others within the Anderson Community Schools corporate limits and
elsewhere, before notice can be given and they or their representatives can be heard in
opposition, in that the contract is likely to come before the Anderson Community School
Board for approval on May 12, 2010 and it is likely to be approved by the Defendants,
and further, that the contract is likely to be ratified on May 13, 2010 by the AFT as
shown by their notice of General Meeting set for such express purpose.

IT IS THEREFORE ORDERED THAT the Defendants, Anderson Community
Schools Board Of School Trustees, and more specifically, Tobi Jones, Keith Millikan,
William Riffe, Philip (P.T.) Morgan, and Teddy Bohlenkamp, their agents, servants,
employees, and attorneys, and all other persons in active concert and participation with them, be and they are hereby restrained from in any manner, either directly or indirectly taking any action to approve or ratify the said ACS/AFT contract.

IT IS FURTHER ORDERED that this Order expire within ten days after entry unless within such time the Order for good cause shown is extended, or unless the Defendants consent that it may be extended for a longer period.

IT IS FURTHER ORDERED that Plaintiff's Verified Complaint for Preliminary Injunction is set for hearing for 5/20/10 at 9:00 a.m./p.m.

IT IS FURTHER ORDERED that copies of this Order and of Plaintiff's Verified Complaint for Injunction and Application for Temporary Restraining Order, together with proper Summons issuing be immediately served by Court Service upon the Defendants.

ORDERED AT 2:35 o'clock, a.m./p.m. on May 11, 2010.

RJO/Clerk
Plaintiff: Irma Hampton Stewart (Box 63)
Defendants:

ANDERSON COMMUNITY SCHOOLS BOARD OF SCHOOL TRUSTEES
9% CHARLES R. RUBRIGHT, Bose, McKinney & Evans LLP, Attorneys at law
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204

TOBI JONES,
5329 Madison Avenue
Anderson, Indiana 46013-1643
KEITH MILLIKAN,
4802 Lakewood Hills Ct.
Anderson, Indiana 46017

WILLIAM RIFFE,
4743 Lakewood Hills Dr.
Anderson, Indiana 46017

PHILIP (P.T.) MORGAN, and
816 Northwood Dr.
Anderson, Indiana 46011

TEDDY BOHNENKAMP,
2327 Cedar Bend Drive
Anderson, Indiana 46011
May 11, 2010

Mrs. Bohnenkamp read the following Proclamation:

Whereas, Anderson Community School teachers prepare students in our public schools to meet high standards of performance, ideas, abilities and aspirations; and

Whereas, ACSC teachers through their commitment to continuous progress, contribute significantly to the development of this community’s economic vitality; and

Whereas, ACSC teachers motivate and encourage our children to succeed academically, artistically, socially, athletically; and

Whereas, ACSC teachers mold the behavior of students through their own behavior to resolve conflict successfully, take risks with new ideas, and model accountability as a standard of adult responsibility; and

Whereas, ACSC teachers touch the lives of our children and weave the thread of democracy throughout our country; therefore,

Be it resolved,

We, the Board of School Trustees for Anderson Community School Corporation,
Do hereby proclaim May 17-21, 2010 as

Anderson Community School Corporation
Teacher Appreciation Week

COMMENTARY FROM PATRONS

Dave Driggers, 5450 S. Country Manor Ln., Anderson, IN 46013 – Anderson Vo-Tech Auto Body Program

Mr. Driggers stated that he was representing an advisory board for the Vocational School Auto Body Program, which they had served for 18 years. He said they were there because it had come to their attention that the Auto body program at the Vocational School was targeted for reduction or elimination. They were trying to gather facts and information.

As an advisory committee they had several functions. He stated that the advisory committee was mandated by the State in regards to vocational school programs. They advise on curriculum, latest technology and trends, latest repair procedures and the make recommendations on equipment needs. They also help place students in the job market. Their goal was to assist Mr. Price in developing a relevant program that would position students to enter into the automobile industry, if they so desired. Two of the committee members had graduated from the program 30 years ago. Several students had been employed at Riley and Sons and Ed Martin as well as other repair facilities in the area as a result of the program.

For some students this program was their last chance to graduate. The loss of the program would limit the options of many students.

Dr Chow explained that the entire process in looking at the 200 plus layoff notices. The instructor had received a second notice, but the latest numbers indicated that his name would not be placed on the agenda for May 18th.

Part of the general problem is that the district is facing major financial challenges. If the business is willing to fund a portion of it, any program can remain open. If any program is cut, it is not out of malice or any less evaluation of one program over another. If there is not enough revenue, something has to be cut.

Peggy Muir, 905 W. 8th Street – Spouse to AFT President, Rick Muir

Mrs. Muir discussed the impact on their lives that ridiculing from the newspaper, and from people who didn’t know her husband very well, or what he had contributed to the school system. She said that he was proud to be his wife, because he was an honest man, and the hardest working man that she knew. He had dedicated his life to students, teachers, school board and administrators. He had always tried to do the right thing.

Mrs. Muir applauded the school board.

Rick Muir asked everyone to keep Peggy Baker and her family in their hearts. She had submitted her letter of retirement from her teaching position with ACS, and then went home to find that her husband, former ACS custodian Phil Baker, had passed away.

Mrs. Patty McCool stated that the construction in the high schools was distracting to the students, and asked if it could be restrained until school was out.

The following information was requested by the board:

Anderson Community School Corporation
Payments for Legal Services

Bose, McKinney and Evans

For the last 12 months
As of 5-11-10

<table>
<thead>
<tr>
<th>Billing Period</th>
<th>BMEInv.tf</th>
<th>ACS Claim #</th>
<th>General Matters</th>
<th>Employee Relations-Primarily Collective Bargaining</th>
<th>Misc.</th>
<th>Employee Discipline Matters</th>
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<tbody>
<tr>
<td>3-10</td>
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<td>1-10</td>
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<td>23643</td>
<td>$3,624.00</td>
<td>$940.00</td>
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<td>11-09/12-09</td>
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<td>10-09/11-09</td>
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**ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 8:18 p.m. by a motion from Mrs. Steward and a second by Mrs. Bohnenkamp.

The next regularly scheduled public meeting of the Anderson Community School's Board of School Trustees will convene on Tuesday, June 8, 2010 at 6:00 p.m. in the gymnasium at the Administration Building, 101 W. 29th Street, Anderson, IN.

BOARD OF SCHOOL TRUSTEES
ANDERSON COMMUNITY SCHOOL CORPORATION

______________________________
Philip T. Morgan, President

______________________________
Timothy A. Long, Vice President

______________________________
William Riffe, Secretary

______________________________
Tobi K. Jones, Assistant Secretary

______________________________
Teddy Bohnenkamp, Board Member

______________________________
Keith Millikan, Board Member

______________________________
Irma Hampton Stewart, Board Member