

## Board Minutes

February 28, 2022

The regular meeting of the Greater Jasper Consolidated Schools Board of Trustees was held at the Jasper High School Community Room on February 28, 2022 at 7:00 p.m. President Bernie Vogler called the meeting to order.

### Consent Agenda:

Mr. Vogler asked members if any of the consent agenda items needed to be discussed.

No other items were asked to be discussed.

A motion by Arlet Jackle, second by Ken Schnaus, to approve the consent agenda, was unanimously approved by the Board.

### Consent Agenda

- Minutes, claims and bank reconciliations
- Consideration of Request for Leave
  - Sherry Knies-FMLA-JES
  - Karen Stenftenagel-FMLA-JHS
  - Kendra Schuck-FMLA-Ireland
- Resignations/Retirements
  - Kathy Gutgsell-Instructional Assistant-Ireland
  - Connie Sue Grow-Cafeteria-JHS
  - Jennifer Sermersheim-Cafeteria-JMS
  - Jessica Mehringer-Girls Varsity Head Coach-JHS
- Staff Recommendations
  - Lisa Frazee-28 Hour Title I Instructional Assistant-JES
  - Brittaney Nottingham-28 Hour Title I Instructional Assistant-JES
  - Dawn Mitchell-Cafeteria Manager-JMS
- Master Incentive Program Completion/Increase-adds \$3,000 to Base Salary
  - None
- Field Trip Requests
  - JHS Robotics
    - Kokomo District Event-March 4-6, 2022
    - Columbus District Event-March 18-20, 2022
    - Rose Hulman State Championship-April 14-16, 2022
  - JHS BPS State-Indianapolis-March 13-15, 2022
  - JHS Marching Band-New York City and Philadelphia for Thanksgiving Day Parade and activities-November 19-25, 2022
- Other
  - Appoint Anna Grant to the Jasper Public Library Board
  - Kimball International requested the use of Cabby Gym on September 11-12, 2022 for their annual sales meeting

### Wildcat Spotlight

JHS Tiny Home—Dana Kunz and Josh Dahmer introduced some of the students who are working on the Tiny House at JHS. The students explained the process they were doing to complete the home. The school received a \$5,000 grant from E/Solve Solutions and Design. They also have received private

donations of material. Professional groups in the area have come in and talked with the students on skills. The group has set two goals—1. Satisfy Client’s Product Demands. 2. Empower Trade and Skill Development through PBL. The students are transforming a shipping crate into a small family home for 2-4 people. They showed the Board a floor plan of the home. They plan to auction off the home. The way the grant is set up JHS will receive some of the profits for the sale of the home.

Mr. Vogler asked if building codes are followed.

Mr. Dahmer said the codes would be determined on what county the home will be located in.

The students stated they hope to have the project completed by the middle of April.

#### Elementary Presentation

Kent Taylor and Shannon Bauer informed the Board of the following 4 programs being offered by the schools:

Girls Who Code—Grades 3-5—mission is to inspire more girls to become computer scientists and engineers.

Esports—Grade 5--works on 21<sup>st</sup> century skills such as critical thinking, communication, collaboration, social skills and more. They stated this is a great way to have kids feel connected.

Wildcat Workshops—This is for Boys—gives boys more non-sport extracurricular opportunities at the elementary level.

Archery—Grade 5—Archery is conducted during PE class. This program will feed into the middle school and high school programs. The program has certified instructors for the program. The program received a \$5,000 grant to buy the equipment needed.

JES has also started a new program for 14 students who have been in the United States less than a year. This is a way to have new students feel connected in the school.

#### Curriculum Update-Mrs. Fawks

- None

#### Student Support Services and Transportation Update—Mr. Buechlein

Mr. Buechlein asked the Board permission to purchase a new 84 passenger Thomas Bus from Kerlin through the Cooperative bid for \$127,967.00. This will be paid out of the Rainy Day Fund. This bus will replace the current Bus 28. The corporation will keep Bus 28 as a spare.

A motion by Tim DeMotte, second by Ken Schnaus, to purchase the new Thomas Bus for \$127,967.00, was unanimously approved by the Board.

Mr. Buechlein asked the Board to approve the School Resource Officer Agreement between GJCS and the City of Jasper. The cost is \$194,335.80. A copy of the agreement is enclosed. The corporation will pay \$97,167.90 and they will apply for a safety grant for the other \$97,167.90.

A motion by Greg Eckerle, second by Arlet Jackle, to approve the School Resource Officer Agreement, was unanimously approved by the Board.

#### Building & Maintenance Update—Scott Stenftenagel

Mr. Stenftenagel gave an update on projects---

- Bus Maintenance Building
- Jasper High School Kitchen AHU (Air Handler Unit) Replacement
- Jasper Elementary School Classroom Addition
- Jasper Middle School Auditorium Theatrical Lighting Improvements
- Jasper High School Community Room and Athletic Department Floor Covering Improvements

**LEASE AGREEMENT**

**Between**

**GREATER JASPER SCHOOL BUILDING CORPORATION  
LESSOR**

**and**

**GREATER JASPER CONSOLIDATED SCHOOLS  
LESSEE**

**Executed this 28<sup>th</sup> day of March, 2022**

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") entered into this 28<sup>th</sup> day of March, 2022, between Greater Jasper School Building Corporation, an Indiana corporation (the "Lessor" or "Building Corporation"), and Greater Jasper Consolidated Schools, a school corporation, existing under the laws of the State of Indiana and located in Dubois County, Indiana (the "Lessee" or "School Corporation"), WITNESSETH THAT:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in Dubois County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof, and a portion of the Ireland Elementary School building to be renovated and equipped thereon by Lessor, including the construction of an addition thereon, according to plans and specifications prepared (the "Leased Premises").

The above mentioned plans and specifications may be changed, additional renovation work may be performed and equipment may be acquired by Lessor, but only with the approval of Lessee, and only if such changes or modifications or additional renovation work or equipment do not alter the character of the building or reduce the value thereof. Any such additional renovation work or equipment shall be part of the property covered by this Lease. The above mentioned plans and specifications have been filed with and approved by Lessee.

TO HAVE AND TO HOLD the Leased Premises with all rights privileges, easements and appurtenances thereunto belonging, unto Lessee, for a term of twenty-two (22) years, beginning on the date on which the Lessor acquires fee simple title to real estate, and ending on the day prior to such date twenty-two (22) years thereafter. However, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased

Premises and the payment of the option price, or (b) the payment or defeasance of all first mortgage bonds issued (i) to finance the cost of the Leased Premises, (ii) to refund such first mortgage bonds, (iii) to refund such ad valorem property tax first mortgage refunding bonds, or (iv) to improve the Leased Premises. The date the Lessor acquires fee simple title to the real estate described in Exhibit A shall be endorsed on this Lease at the end hereof by parties hereto as soon as the same can be done after such acquisition, and such endorsement shall be recorded as an addendum to this Lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the above described real estate, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns. The date the building is completed and ready for occupancy shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such completion, and such endorsement shall be recorded as an addendum to this Lease.

**2. Rental Payments.** The Lessee agrees to pay rental during renovation for the Leased Premises in the amount of up to \$1,750,000 per payment payable on June 30 and December 31 beginning on June 30, 2024 until completion of construction and renovation. Thereafter, the Lessee agrees to pay rental for the Leased Premises at the maximum rate of \$3,500,000 per year during the term of the Lease. The first rental installment shall be due on the day that the building to be renovated and equipped is completed and ready for occupancy or June 30, 2025, whichever is later. If the completion date is later than June 30, 2025, the first rental payment shall be in an amount calculated at the annual rate from the date of payment to the next June 30 or December 31. Thereafter, rental shall be payable in advance in semiannual

installments of \$1,750,000 on June 30 and December 31 of each year. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the annual rate specified above from the date such installment is due to the date of the expiration of this Lease.

The Lessor and Lessee understand and agree that the obligation of the Lessee to pay the rental payments under this Lease shall constitute a current expense of the Lessee payable from its debt service fund or any other funds that are legally available for that purpose and shall not in any way be construed to be a debt of the Lessee in contravention of any applicable constitutional or statutory limitation.

All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank selected as Trustee (the "Trustee") under the Trust Indenture between the Trustee and the Lessor (the "Indenture") or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the first mortgage bonds to be issued by the Lessor to finance the Leased Premises. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder. The bank selected as Trustee shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after selection, and such endorsement shall be recorded as an addendum to this Lease.

After the sale of the first mortgage bonds issued to finance the acquisition and renovation of the Leased Premises, the annual rental provided for in the first paragraph of this Section 2 shall be reduced to an amount equal to the multiple of \$1,000 next higher than the sum of principal and interest due on such bonds in each twelve-month period ending on January 15 in order to pay the debt service when due, plus up to Five Thousand Dollars (\$5,000) payable in

semiannual installments. Such amount of reduced annual rental shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said bonds and such endorsement shall be recorded as an addendum to this Lease.

3. Additional Rental Payments. The Lessee shall pay as further rental for the Leased Premises all taxes and assessments levied against or on account of the Leased Premises and/or the receipt of lease rental payments. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for Lessor as the amount required to be rebated or paid as a penalty in lieu of rebate to the United States Treasury, after taking into account other available moneys, to prevent the first mortgage bonds issued to finance the acquisition and renovation of the Leased Premises from becoming arbitrage obligations under Section 148 of the Internal Revenue Code of 1986, as amended.

4. Abatement of Rent. In the event the Leased Premises shall be partially or totally destroyed, whether by fire or any other casualty, or are taken under the exercise of the power of eminent domain, so as to render them unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild the Leased Premises as

promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof or the condemnation proceeds received by the Lessor, whichever is applicable.

If there is in force on the date of partial or total destruction or taking, insurance on the Leased Premises and the rental value thereof, in accordance with the provisions of Section 6 hereof, the rent shall be abated for the period during which the Leased Premises or any part thereof are unfit or unavailable for occupancy and shall be in proportion to the percentage of floor area which is unfit or unavailable for occupancy.

5. Maintenance, Alterations and Repairs. The Lessee assumes all responsibility for maintenance, repairs and alterations to the Leased Premises. At the end of the term, Lessee shall deliver the Leased Premises to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which replacement property will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to Lessee.

6. Insurance. Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises insured against physical loss or damage, however caused, with such



exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies acceptable to Lessor. Such insurance shall be in an amount equal to one hundred percent (100%) of the full replacement cost of the Leased Premises. During the full term of this Lease, Lessee will also, at its own expense, maintain rent or rental value insurance in amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. During the full term of this Lease, Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer authorized to do business in the State of Indiana, and such policies (or certificates of insurance for each policy) and the certificate of the architect or engineer hereinbefore referred to shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental

payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the buildings as provided in Section 4 hereof.

7. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by Lessor.

Such proceeds shall be applied in one or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of said power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of Indiana Code, Title 20, Article 47, Chapter 3 (which improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct Lessor in writing as to which of the

ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited by Lessor in the Sinking Fund held by the Trustee under the Indenture.

Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. General Covenants. The Lessee shall not assign this Lease or sublet the Leased Premises herein described without the written consent of Lessor. Lessee shall use and maintain the Leased Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities. The Lessee covenants that in any contracts entered into by the Lessee providing for the use of the Leased Premises, which involve the conduct of a separate trade or business, (a) the Leased Premises would be used only (i) by a Governmental Unit within the meaning of Section 141 of the Internal Revenue Code of 1986 or (ii) by non-Governmental Units on the same basis as other members of the general public or (b) would not in the aggregate result in payments to the Lessee in an amount in excess of 5% of the principal of and interest on the first mortgage bonds issued under the Indenture.

9. Option to Renew. Lessor hereby grants to Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this Lease.

10. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date, upon sixty (60) days' written notice to Lessor, to purchase the Leased Premises at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including all premiums payable on the redemption thereof and accrued and unpaid interest, and by paying the expenses and charges of liquidation. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor: organization and incorporation expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee made not less than sixty (60) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee on the next rental payment date in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property

then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation in respect to the creditors, shareholders, or security holders of the Lessor.

11. Transfer to Lessee. In the event the Lessee has not exercised its option to renew in accordance with the provisions of Section 9 hereof, and has not exercised its option to purchase the Leased Premises in accordance with the provisions of Section 10 hereof, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises shall thereupon become the absolute property of the Lessee and upon the Lessee's request, Lessor shall execute proper instruments conveying to the Lessee all of Lessor's title thereto.

12. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition

hereof, and such default shall continue for sixty (60) days after written notice to correct the same; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; file a claim with the Treasurer of the State of Indiana for an amount equal to any amount in default, and may authorize or delegate the authority to file such claim; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Greater Jasper School Building Corporation, Attention: President, 710 Main Street, Jasper, Indiana 47546; (b) to Lessee: Greater Jasper Consolidated Schools, Attention: Superintendent, 1520 Saint Charles Street, Jasper, Indiana 47546; (c) to Trustee: at the address shown on the Addendum referred to in the first paragraph of Section 2 hereof.

Lessor and Lessee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

14. Successors or Assigns. All covenants of this Lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. Construction of Covenants. Lessor was organized for the purpose of renovating and erecting school building and leasing the same to Lessee under the provisions of Indiana Code, Title 20, Article 47, Chapter 3. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of said statutes, said statutes shall be deemed to be controlling and binding upon Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for  
and on their behalf the day and year first hereinabove written.

GREATER JASPER SCHOOL BUILDING  
CORPORATION

By: \_\_\_\_\_, President

Attest:

\_\_\_\_\_, Secretary



*[Building Corporation Signature Page to Lease Agreement]*

GREATER JASPER CONSOLIDATED SCHOOLS

By: \_\_\_\_\_, President  
Board of School Trustees

Attest:

By: \_\_\_\_\_, Secretary  
Board of School Trustees

*[School Corporation Signature Page to Lease Agreement]*

STATE OF INDIANA                    )  
  )   SS:  
COUNTY OF DUBOIS                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary, respectively, of the Board of Directors of Greater Jasper School Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said building corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of March, 2022.

(Written Signature)

My Commission Number:

(Printed Name)

Notary Public

(Seal)

My Commission Expires:

My County of Residence:

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF DUBOIS                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary, respectively, of the Board of School Trustees of Greater Jasper Consolidated Schools, and acknowledged the execution of the foregoing Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of March, 2022.

(Written Signature)

My Commission Number:

(Printed Name)

Notary Public

(Seal)

My Commission Expires:

My County of Residence:

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Leased Premises shall consist of a portion of Ireland Elementary School, including the real estate upon which an addition will be constructed, which is more particularly described as follows:

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Erik Long.

This instrument was prepared by Erik Long, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282.

# RESOLUTION AUTHORIZING LITIGATION AGAINST MANUFACTURERS, DISTRIBUTORS AND SELLERS OF ELECTRONIC CIGARETTES AND VAPING PRODUCTS

WHEREAS, the Surgeon General of the United States Public Health Service has issued an Advisory on E-Cigarette Use Among Youth which:

- emphasized “the importance of protecting our children from a lifetime of nicotine addiction and associated health risks by immediately addressing the epidemic of youth e-cigarette use;” and
- emphasized that “[t]he recent surge in e-cigarette use among youth, which has been fueled by new types of e-cigarettes that have recently entered the market is a cause for great concern;” and
- concluded that “*We must take action now to protect the health of our nation’s young people;*”<sup>1</sup> and

WHEREAS, the Surgeon General of the United States Public Health Service has further concluded that:

- “E-cigarette use among U.S. middle and high school students increased 900% during 2011-2015;” and
- “[C]urrent e-cigarette use increased 78% among high school students during the past year, from 11.7% in 2017 to 20.8% in 2018;” and
- “In 2018, more than 3.6 million youth, including 1 in 5 high school students and 1 in 20 middle school students, currently use e-cigarettes;” and
- “Nicotine exposure during adolescence can impact learning, memory, and attention;” and
- “Using nicotine in adolescence can also increase risk for future addiction to other drugs;” and
- “We must take aggressive steps to protect our children from these highly potent products that risk exposing a new generation of young people to nicotine;”<sup>2</sup> and

WHEREAS, the Surgeon General of the United States Public Health Service has specifically urged that educators “**have an important role to play in addressing this public health epidemic.**”<sup>3</sup> and

WHEREAS, the former Commissioner of the United States Food and Drug Administration (FDA), Scott Gottlieb, has concluded that teen use of e-cigarettes “is now an addiction crisis” and an “epidemic” and has identified Juul Labs as having primary responsibility for the epidemic, further concluding that “the problem that’s been created has been created largely by their product;”<sup>4</sup> and

WHEREAS, the former Commissioner of the United States Food and Drug Administration (FDA), David Kessler, has stated that the JUUL e-cigarette is “facilitating initiation” to nicotine use and addiction by teens and “the blueprint for that e-cigarette could easily have been taken straight out of the tobacco industry’s playbook;”<sup>5</sup> and

WHEREAS, the Committee on Oversight and Reform of the United States House of Representatives, following review of 55,000 non-public documents of JUUL Labs, Inc, found that:

- “JUUL deployed a sophisticated program to enter schools and convey its messaging directly to teenage children;” and
- “JUUL also targeted teenagers and children, as young as eight years old, in summer camps and out-of-school programs;” and
- “JUUL recruited thousands of online ‘influencers’ to market to teens;”<sup>6</sup> and

WHEREAS, a national survey of youth found that nearly 1 in 5 middle and high school students between 12 and 17 years old had seen a JUUL e-cigarette used in school;<sup>7</sup> and

WHEREAS, a national survey of more than 1,500 teachers and administrators of middle and high schools across the U.S. found that 88 percent of high school staff and 77 percent of middle school staff were somewhat or very concerned about e-cigarette use by students at school;<sup>8</sup> and

WHEREAS, it has been widely reported that “Juuling has become a nightmare for school administrators” throughout the United States;<sup>9</sup> and

WHEREAS, **GREATER JASPER CONSOLIDATED SCHOOLS** has and continues to experience significant problems with student use of JUUL e-cigarettes, which use, among other things: (i) has created a substantial and ongoing interruption of and disturbance to its educational mission; (ii) has resulted in the diversion of substantial resources in an attempt to abate and prevent such use; and (iii) poses a significant risk to the health and well-being of its students; and

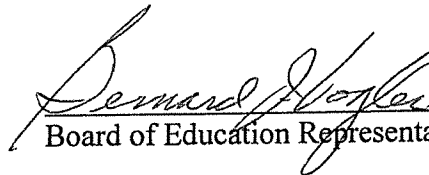
WHEREAS, **GREATER JASPER CONSOLIDATED SCHOOLS** is a leader in education excellence whose faculty and administrators care deeply about the education and well-being of its students and which is committed to leading, and not following;



NOW, THEREFORE, BE IT RESOLVED BY GREATER JASPER  
CONSOLIDATED SCHOOLS:

That GREATER JASPER CONSOLIDATED SCHOOLS, Dubois County, Indiana authorizes the law firm of WAGSTAFF & CARTMELL, LLP to initiate litigation and file suit against any appropriate parties to compensate the district for damages suffered by the district and its students as a result of the manufacture, marketing, sale and use of electronic-cigarettes and vaping products, and to seek any other appropriate relief. The district hereby authorizes **Superintendent Dr. Tracey Lorey** to sign all appropriate documents and fee agreements on behalf of the district.

Adopted this 28<sup>th</sup> day of February, 2022

  
Board of Education Representative(s)

<sup>1</sup> U.S. DEP'T OF HEALTH AND HUMAN SERVS., OFFICE OF THE SURGEON GEN., SURGEON GENERAL'S ADVISORY ON E-CIGARETTE USE AMONG YOUTH 1 (2016) (emphasis in original), <https://e-cigarettes.surgeongeneral.gov/documents/surgeon-generals-advisory-on-e-cigarette-use-among-youth-2018.pdf>.

<sup>2</sup> *Id.*

<sup>3</sup> *Id.* (emphasis in original).

<sup>4</sup> Julia Belluz, *Scott Gottlieb's last word as FDA chief: Juul drove a youth addiction crisis*, VOX (Apr. 5, 2019, 7:10 AM), <https://www.vox.com/science-and-health/2019/4/5/18287073/vaping-juul-fda-scott-gottlieb>; Statement from Scott Gottlieb, Commissioner, U.S. Food and Drug Administration, on launch of 'The Real Cost' Youth E-Cigarette Prevention Campaign amid evidence of sharply rising use among kids (Sept. 18, 2018), <https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-gottlieb-md-launch-real-cost-youth-e-cigarette-prevention-campaign> ("Kids use of e-cigarettes has reached an epidemic level of growth").

<sup>5</sup> David A. Kessler, Opinion, *Juul Says It Doesn't Target Kids. But Its E-Cigarettes Pull Them In.*, N.Y. TIMES (Jul. 31, 2019), <https://www.nytimes.com/2019/07/31/opinion/juul-kids.html>.

<sup>6</sup> Press Release, House Oversight Committee, New Documents Show JUUL Deliberately Targeted Children to Become the Nation's Largest Seller of E-Cigarettes (Jul. 25, 2019), <https://oversight.house.gov/news/press-releases/new-documents-show-juul-deliberately-targeted-children-to-become-the-nation-s>.

<sup>7</sup> *Nearly 1 in 5 youth say they have seen JUUL used in school*, THE TRUTH INITIATIVE (May 23, 2018), <https://truthinitiative.org/research-resources/emerging-tobacco-products/nearly-1-5-youth-say-they-have-seen-juul-used-school>.

<sup>8</sup> *How are schools responding to JUUL and the youth e-cigarette epidemic?*, THE TRUTH INITIATIVE (Jan. 18, 2019), <https://truthinitiative.org/research-resources/emerging-tobacco-products/how-are-schools-responding-juul-and-youth-e-cigarette>.

<sup>9</sup> *Why 'juuling' has become a nightmare for school administrators*, NBC NEWS (Mar. 26, 2018, 12:34 PM), <https://www.nbcnews.com/health/kids-health/why-juuling-has-become-nightmare-school-administrators-n860106>.

**EXCERPTS FROM MINUTES OF A MEETING  
OF THE BOARD OF SCHOOL TRUSTEES  
GREATER JASPER CONSOLIDATED SCHOOLS**

A meeting of the Board of School Trustees (the "Board") of Greater Jasper Consolidated Schools (the "School Corporation") was held at 1600 St. Charles, Jasper, Indiana, on February 28, 2022 at the hour of 7:00 p.m. (Local Time), pursuant to notice duly given in accordance with the rules of the Board.

The meeting was called to order by the President of the Board.

On call of the roll, the members of the Board were shown to be present or absent as follows:

Present: Bernie Vogler, Ken Schnaus, Greg Eckerle, Arlet Jackle, Tim Demotte

Absent:

(Among other proceedings had and action taken were the following:)

The President stated that the Greater Jasper School Building Corporation (the "Building Corporation") has submitted to the School Corporation a proposed form of Lease Agreement (the "Lease"), which proposed form of Lease was examined by all of the members of the Board. After discussion of the proposed form of Lease, upon motion duly made and seconded, the resolution attached as Exhibit A was adopted.

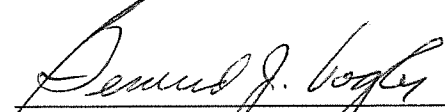
The President stated that the Building Corporation was previously formed to assist the School Corporation in the financing of certain projects. After discussion of the proposed Building Corporation, the Board adopted the resolution attached as Exhibit B.

Motion made and seconded to adjourn the meeting. Meeting adjourned.



Secretary, Board of School Trustees

APPROVED:



President, Board of School Trustees

## **EXHIBIT A**

### **RESOLUTION APPROVING FORM OF LEASE**

WHEREAS, Greater Jasper School Building Corporation (the "Building Corporation") has previously been organized pursuant to the Indiana Nonprofit Corporation Act of 1991 for the purpose of constructing, renovating and improving facilities for the use of the Greater Jasper Consolidated Schools (the "School Corporation"); and

WHEREAS, the Building Corporation has drafted and submitted a proposed Lease Agreement (the "Lease") for a portion of the Ireland Elementary building to be lease thereunder (the "Leased Premises"); and

WHEREAS, preliminary plans and estimates (collectively, the "Documents") for the completion of the Leased Premises have been prepared; and

WHEREAS, the Documents have been submitted to and now meet with the approval of this Board of School Trustees (the "Board"); and

WHEREAS, such Documents have been marked to indicate the work covered by the proposed Lease; and

WHEREAS, it now appears to this Board that said preliminary Documents provide the necessary facilities for the students of the School Corporation, and that the proposed Lease with the Building Corporation provides for a fair and reasonable rental; and

WHEREAS, by statute the Building Corporation is required to own the real estate to be leased to the School Corporation, and the School Corporation is required to have the value of the real estate determined by court-appointed appraisers; now, therefore,

BE IT RESOLVED, that the terms and conditions of the proposed form of Lease and the Documents are approved and agreed to as the basis for a hearing, as required by law, and that such hearing should be held by this Board upon the necessity for the execution of such Lease and

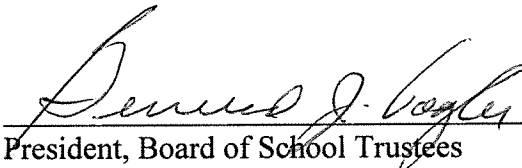
whether the Lease rental provided therein is a fair and reasonable rental for the proposed building, prior to final determination of such questions, so that this Board may determine whether to execute such Lease as now written, or as modified.


BE IT FURTHER RESOLVED, that the Secretary of the Board is authorized and directed to publish a notice of such hearing as required by law.

BE IT FURTHER RESOLVED, that the counsel for the School Corporation or the Superintendent of the School Corporation is authorized and directed to select three appraisers to appraise the Leased Premises and to petition the Dubois County Circuit Court (the "Court") to obtain an order approving the appraisal pursuant to Indiana Code § 20-47-3.

BE IT FURTHER RESOLVED, any officers of the Board are authorized to execute a deed and sell the real estate at a price not less than that fixed by the Court.

*Passed and Adopted this 28<sup>th</sup> day of February, 2022.*

  
\_\_\_\_\_  
President, Board of School Trustees

  
\_\_\_\_\_  
Secretary, Board of School Trustees

## **EXHIBIT B**

### **RESOLUTION REAPPROVING BUILDING CORPORATION**

WHEREAS, Greater Jasper School Building Corporation (the "Building Corporation") has previously been formed as a not-for-profit corporation to assist in financing, renovating, constructing and improving facilities within the Greater Jasper Consolidated Schools (the "School Corporation"); now, therefore,

BE IT RESOLVED by the Board of School Trustees (the "Board") of the School Corporation, as follows:

SECTION 1. That it is hereby determined to be proper and in the public interest of the citizens of this School Corporation to reapprove the incorporation of the Building Corporation known and designated as the "Greater Jasper School Building Corporation" for the purpose of financing, renovating, constructing and equipping certain school facilities and leasing same to this School Corporation.

SECTION 2. That the Articles of Incorporation and Bylaws of the Building Corporation, previously presented to the Board, are hereby reapproved.

SECTION 3. That providing for the financing, renovating, constructing and equipping of such school facilities by the Building Corporation and the leasing of same to this School Corporation is in the public interest of the citizens of this School Corporation, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all agencies of the federal, state and local governments.

SECTION 4. That the issuance, sale and delivery by the Building Corporation of one or more series of bonds designated "Greater Jasper School Building Corporation Ad Valorem Property Tax First Mortgage Bonds, Series 2023" (or such other name or series designation as

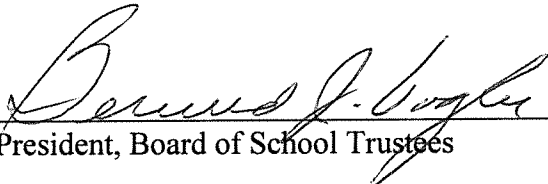
determined at the time of sale) (the "Bonds") in the aggregate principal amount of approximately \$40,000,000 is hereby approved.


SECTION 5. That, upon the redemption or retirement of the Bonds, the School Corporation will accept from the Building Corporation title to such school facilities, free and clear of any and all liens and encumbrances thereon.

SECTION 6. That this Board hereby reapproves the current Directors of the Building Corporation.

SECTION 7. That the Building Corporation may issue, sell and deliver the Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any real property or equipment acquired by it for the purpose of financing the construction and equipping of such school facilities and may enter into contracts for the sale of the Bonds and the construction and acquisition of such school facilities.

*Passed and Adopted this 28<sup>th</sup> day of February, 2022.*

  
\_\_\_\_\_  
President, Board of School Trustees

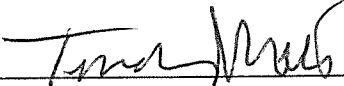
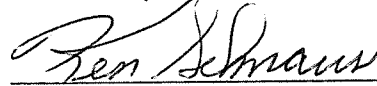

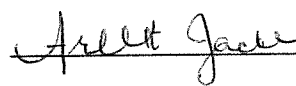
  
\_\_\_\_\_  
Secretary, Board of School Trustees

RESOLUTION

The Board of School Trustees of the Greater Jasper Consolidated Schools having been advised by the High School Athletic Department of the Department's intent to develop and maintain at the High School's gymnasium facility in currently unused space in the gymnasium area an exhibit entitled "The Jasper High School Athletic Hall of Fame".

This Board does hereby authorize establishment and operation of such Hall of Fame in said High School facility by the School's Athletic Department, and authorizes such Department to solicit items for display in such museum and to solicit and receive donation funds for development and operation of said Hall of Fame, and authorizes such funds to be deposited in an assigned Department account to be distributed by the School Corporation Treasurer for expenses related to development and operation of such Hall of Fame and the establishment of the same.

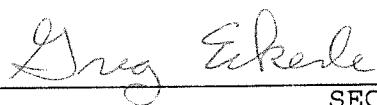
ADOPTED this 26th day of February, 2022.

 _____	 _____
 _____	 _____

\_\_\_\_\_

The undersigned Secretary of the Board of Trustees of the Greater Jasper Consolidated Schools does hereby certify that the foregoing Resolution was duly adopted by said Board of School Trustees at its regular meeting held on February 28, 2022, and that the provisions of said Resolution have not been subsequently amended or rescinded.

Dated: 2/28, 2022.

  
\_\_\_\_\_  
SECRETARY



RESOLUTION

The Board of School Trustees of the Greater Jasper Consolidated Schools having been advised by the High School Athletic Department of the Department's intent to develop and maintain at the High School's gymnasium facility in currently unused space in the gymnasium area an exhibit entitled "The Jasper High School Athletic Hall of Fame".

This Board does hereby authorize establishment and operation of such Hall of Fame in said High School facility by the School's Athletic Department, and authorizes such Department to solicit items for display in such museum and to solicit and receive donation funds for development and operation of said Hall of Fame, and authorizes such funds to be deposited in an assigned Department account to be distributed by the School Corporation Treasurer for expenses related to development and operation of such Hall of Fame and the establishment of the same.

ADOPTED this 28th day of February, 2022.

Ben Schmaus

Timothy L. DeMatteis

Doug Eckerle

Arlet Jackle

The undersigned Secretary of the Board of Trustees of the Greater Jasper Consolidated Schools does hereby certify that the foregoing Resolution was duly adopted by said Board of School Trustees at its regular meeting held on February 28, 2022, and that the provisions of said Resolution have not been subsequently amended or rescinded.

Dated: 2/28, 2022.

Doug Eckerle  
SECRETARY



# CERTIFICATE OF APPOINTMENT – PUBLIC LIBRARY BOARD MEMBER

## Form for Class I Libraries

State Form 31873 (R5 / 5-17)

INSTRUCTIONS: (See IC 36-12-2-19; IC 5-4-1-1.2; IC 5-4-1-4)

Appointing Authority completes the "Appointment" section then delivers this Certificate of Appointment to the board appointee in person or by mail.

Within 10 days of receiving the Certificate of Appointment, the library board appointee must take the oath of office and ensure the "Oath of Office" section is completed. The oath may be administered by the circuit court clerk, a notary public, or anyone else authorized under IC 33-42-4-1 or IC 33-42-9-7 to administer oaths.

3. The library board appointee must file the completed Certificate of Appointment with the library and with the clerk of the circuit court of the county in which the library is located. **The form must be filed with the clerk of the circuit court not later than 30 days after the board term begins.**

### APPOINTMENT

I/We Bernie Vogler  
Name(s) of Official(s)

School Board President, of  
Title(s)

Board of Trustees of Greater Jasper Consolidated Schools, Indiana  
Name of Appointing Authority(ies) Municipal Corporation(s)

hereby certify that I/we have duly appointed Anna Grant to the

Jasper Public Library Board,

said term beginning on the 1 day of January, 2022 and ending on the 31 day of December, 2025.

☒ This is a full 4-year term. - OR -

☐ This is a partial term to complete the unexpired term of \_\_\_\_\_  
Name of Appointee Being Replaced

WITNESS, MY HAND AND OFFICIAL SEAL, THIS 28 DAY OF January, 2022.

Bernie J. Vogler  
Signature of appointing official or attesting officer

(Additional line for signatures if joint appointment occurs)

### OATH OF OFFICE

STATE OF INDIANA )  
 ) SS  
Dubois COUNTY )

I, the undersigned, do hereby solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Indiana and to the best of my ability will faithfully, impartially, and diligently discharge the duties and accept the responsibilities of a member of the Library Board of the Jasper Public Library, and that I will observe and obey all the laws relating to said office now in force or which may hereafter be enacted during my term of service.

Anna Grant  
Name of Appointee

Anna Grant  
Signature of Appointee

SUBSCRIBED AND SWORN TO ME THIS 28 DAY OF January, 2022.

Monica Young  
Signature

Monica Young  
Printed Name

Treasurer  
Title



MONICA YOUNG  
Notary Public, State of Indiana  
Commission # 682784  
My Commission Expires  
May 30, 2024

If the person administering the oath is a notary public, add the county of residence and date of commission expiration.

County of Residence Dubois Date Commission Expires 05 / 30 / 2024

## **SCHOOL RESOURCE OFFICER AGREEMENT**

A prosperous future for citizens of the City of Jasper, Indiana, depends in large measure, upon the Greater Jasper Consolidated School Corporation's ability to properly educate its students. Effective Schooling requires a safe and orderly environment in which learning can occur. Consequently, the City of Jasper, by and through its Board of Public Works and Safety, and in coordination with the Jasper Police Department ("City") also in collaboration with Greater Jasper Consolidated School Corporation ("School"), has established two positions known as School Resource Officers (SRO). The SROs provide School administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the School environment.

The policy set out in this Agreement represents mutually agreed goals and objectives of the City and the School for both the 1) Primary/Middle School Resource Officer, and 2) High School Resource Officer. This endeavor is undertaken through cooperation between education and law enforcement to support a collaborative, problem-solving approach to the growth of violence in Schools. Regular meetings shall be conducted between the City and the School to support this collaborative effort.

### **ARTICLE I FINANCING AND TERM**

- A. Term. It is the intent and provision of this Agreement to provide for the services of a School Resource Officer with such services to be rendered at such School sites as more fully described herein below for a term commencing on July 1, 2021, and expiring twelve (12) months thereafter on June 30, 2022. Following the initial one-year term, this Agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this Agreement pursuant to Article VII, below.

The Parties to this Agreement acknowledge that this Agreement replaces all previous School Resource Officer Agreements to which the School and the City have been parties.

- B. Financing of the School Resource Officer Program.

For the 2021-2022 School year, financing of the SRO will be paid, pursuant to this Agreement, by the City and the School as follows:

1. Primary/Middle School Resource Officer

**School:** Seventy-eight Thousand Six Hundred Sixty-nine Dollars and 12/100 (\$78,669.12). This is for the twelve (12) month time period above.

2. High School Resource Officer

**School:** Seventy-eight Thousand Six Hundred Sixty-nine Dollars and 12/100 (\$78,669.12). This is for the twelve (12) month time period above.

For both officers, the City shall be responsible for the balance of expenses to include SRO's salary, benefits, vehicle, and equipment.

The referenced payment by the School represents seventy percent (70%) of the cost of the officers including hours/salary, equipment, vehicle, and benefits; said amount pro-rated based on the term of this Agreement.

Funding responsibilities for subsequent years will be negotiated between the School and the City subject to the right of either to provide notice of termination of this Agreement as set forth in

Article VII below. Provided, however, should either party encounter budgetary constraints that make the continuation of this Agreement impractical, then either party may cancel this Agreement upon 60 days' notice to the other.

## **ARTICLE II EMPLOYMENT OF SCHOOL RESOURCE OFFICER**

A. Employment. The SRO's shall be employees of the City and shall be subject to the administration, supervision, and control of the City. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO's.

1. Primary/Middle School SRO: The City shall assign one (1) regularly employed police officer to serve as Primary/Middle School SRO who shall serve the following Schools:

Jasper Middle School	Ireland Elementary School
Tenth Street Elementary School	Jasper High School (as needed)
Fifth Street Elementary School	

2. High School SRO: The City shall assign one (1) regularly employed police officer to serve as SRO who shall serve primarily at the Jasper High School. The High School SRO may also serve the following Schools on an "as needed" basis:

Jasper Middle School	Fifth Street Elementary School
Tenth Street Elementary School	Ireland Elementary School

Each SRO shall report directly to a person designated by the City, within the Jasper Police Department (hereinafter referred to as the "SRO Supervisor"), who, as an SRO Supervisor(s), will work with the School administration and the SRO in providing for the rendition of SRO services as outlined herein. The SRO must follow the current operating procedures, rules, and regulations of the Jasper Police Department, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The SRO Supervisor(s) shall ensure that open lines of communication are in place between the School and the City. The SRO Supervisor(s) and/or the Chief of Police shall address any concerns regarding the performance or discipline of the SRO officer.

In the performance of SRO duties, the SRO shall coordinate and communicate with the Superintendent and/or the Principal(s) of the School at which the SRO is intended to be present.

B. Assignment. The SRO shall serve the referenced Schools pursuant to a schedule to be determined in conjunction with the SRO's, the Superintendent of the School district, the Principals of the Schools, the Mayor of Jasper, and the Chief of the Jasper Police Department. The schedule is intended to allow for regular rendition of services to said Schools. Provided, however, the parties recognize that the SRO schedules will be devised with the following in mind:

1. Primary/Middle School SRO: the majority of the Primary/Middle SRO hours will be dedicated to services at the Jasper Middle School; the Primary/Middle SRO shall perform services on an "as needed" basis in the School district's elementary Schools and high School, and the schedule to be devised will allow for such.
2. High School SRO: the majority of the SRO hours will be dedicated to services at the Jasper High School and said SRO shall perform services on an "as needed" basis in the School district's middle and elementary Schools, and the schedule to be devised will allow for such.

C. Training.

1. Each SRO will have completed the Indiana Law Enforcement Academy Basic Course;
2. Each SRO will have completed the Basic SRO Course conducted by the National Association of School Resource Officers (NASRO).

D. Dismissal of School Resource Officer/Replacement.

1. In the event a Principal of a School to which the SRO is assigned feels that the SRO is not effectively performing his/her duties and responsibilities, the Principal shall recommend to the Superintendent, or designee, that the SRO assignment be reviewed and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the Principal, the Superintendent, or his/her designee, shall advise the Mayor or his/her designee of the Principal's request. In the event the Superintendent feels the SRO is not performing his or her duties effectively, the Superintendent shall so advise the Mayor. If the Mayor so desires, the Superintendent and Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the School to which the SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the School and a replacement shall be obtained. The City has sole discretion in choosing a candidate for the position of SRO.
2. The Mayor or Chief of Police may dismiss or reassign an SRO based on Jasper Police Department rules and regulations and/or general orders and when it is in the best interest of the residents of the City of Jasper.
3. In the event of the resignation, dismissal, or reassignment of an SRO, the Mayor shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving the written notice of such absence, dismissal, resignation, or reassignment. As soon as practical, a permanent replacement for the SRO position shall be determined. Provided, however, that any temporary replacement shall have the required training and qualifications as outlined in Article II above.

**ARTICLE III  
DUTY HOURS**

- A. It is intended that the SRO shall perform SRO services for an average of thirty-five (35) hours per week with such hours and pay to be based on duties and pay pertaining to the title of School Resource Officer. The SRO duty hour schedule shall be determined by the SRO and the School.
- B. It is understood and agreed that all time spent by the SRO off the School sites, relating to or arising from duties as an SRO, including, but not limited to, attending court, juvenile court, and/or criminal cases shall be considered as hours worked under this Agreement.
- C. In the event of an emergency, if the SRO is ordered by the City to leave a School during normal duty hours in order to perform other services for the City, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation by the School to the City shall be reduced by the number of hours of SRO service not provided to the School or the hours shall be made up in a manner determined by mutual agreement of the parties.

- D. In the event the SRO is absent from work, the SRO shall notify his or her SRO Supervisor and the Superintendent and/or the Principal of the School at which he/she is intended to be present.

#### **ARTICLE IV DUTIES AND RESPONSIBILITIES**

**A. Duties and Responsibilities of the SRO.**

1. To work in conjunction with Principals of the aforementioned Schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including, but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective Principals and School administrators. It is agreed and understood that the SRO will perform services on a "guest lecturer" basis in conjunction with and under the direction of appropriately certified teaching personnel.
2. To provide a classroom resource for law education, including, but not limited to, a basic understanding of the law, the role of the police officer, and the police mission.
3. To be a resource for students which will enable them to be associated with a law enforcement officer and role model in the students' environment.
4. The SRO shall coordinate his or her instructional activities with School Principals and staff members so as to allow for the orderly educational process within the respective Schools served.
5. To be a uniformed, active law enforcement officer on campus dealing with law enforcement matters and School code violations originating on the assigned campus.
6. When requested by School administration, the SRO shall provide a support resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions.
7. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.
8. The SRO will be familiar with community agencies, which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall address recommended referrals with School counselors when necessary, thereby acting as a resource person to the students, faculty, and staff of the School.
9. The SRO shall maintain detailed and accurate records of the activities of the SRO on and off campus and shall compile a monthly report to be provided to the City and to the School.
10. The SRO will coordinate all of his/her activities with the Superintendent, the Principal and/or staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the School.
11. The SRO shall, whenever possible, participate in and/or attend School functions.

12. The SRO will be involved in School discipline. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the School climate. When it pertains to a School code violation, the SRO will take the student to the Principal's office for discipline to be meted out by School officials.
13. The SRO shall not act as a School disciplinarian, as disciplining students is a School responsibility. It is agreed and understood that the Principal and appropriate School staff shall be responsible for investigating and determining, in their discretion, whether a student has violated School and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from 1) sharing information with School administration/staff, which may aid in the determination of whether a disciplinary offense occurred; and/or 2) detaining a student in the Principal's office, for disciplinary action by School officials. Upon assignment, the SRO will be provided with copies of the School disciplinary policies and codes. The SRO shall become familiar with district/School disciplinary codes and standards, and will meet at least annually with the Superintendent and each Principal for the purpose of reviewing applicable disciplinary standards.
14. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Jasper Police Department or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
15. To the extent permitted by law, the SRO will share information with the School about persons and conditions that pertain to campus safety concerns.
16. The SRO shall give assistance to the law enforcement officers in matters regarding his/her School assignment, whenever necessary.
17. The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO shall, make the Principal of the School aware of such action. At the Principal's request, the SRO shall take appropriate law enforcement action against intruders and unauthorized persons who may appear at the School and related School functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional police assistance on campus.
18. The SRO and the School will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
19. The SRO will wear an approved department uniform.
20. The SRO will wear his/her department authorized duty weapons in accordance with Jasper Police Department policy.
21. The Superintendent, Principal(s), School administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate. With respect to those activities occurring on School property or at School sponsored functions, which are reported, it is agreed and understood that the SRO, as an employee of the City, is authorized to receive and appropriately act on any such information.

22. The SRO will not be assigned regular lunchroom duties, hall monitor duties, bus monitor duties, or other assigned supervision duties typically associated with School administration. The SRO will not be assigned to traffic control duties after School on a public street. However, the SRO may provide a law enforcement presence in these situations/locations.

23. The SRO shall assist with transportation duties including the following: School bus checks, driver safety meetings and annual evacuation drills.

24. Transportation of Students.

a. SRO shall not transport students in the Police Department vehicles except as follows:

i. When the student is a victim of a crime, under arrest, or subject to some other emergency circumstance; the student shall be transported to the appropriate agency or to the student's home, whichever is deemed to be in the best interests of the student;

ii. When the student is suspended and/or sent home from School pursuant to School disciplinary action and the student's parent or guardian has refused or is unable to pick up the student within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and School personnel;

b. If circumstances require that the SRO transport a student, then the School officials must provide a School official or employee, of the same gender as the student, if possible, to be transported to accompany the officer in the vehicle.

c. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the School administration shall provide transportation for the student and the SRO may accompany a School official in transporting the student.

d. A student shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported.

e. SROs shall not transport students in their personal vehicles.

f. SROs shall notify the School Principal before removing a student from campus.

B. Duties of School.

1. The School shall provide the SRO with the following materials and facilities deemed necessary to the performance of the SRO's duties at Jasper Middle School ("JMS"), which shall be considered the SRO's base School and the office facilities as outlined below will be provided at JHS:

a. Access to an air-conditioned and properly lighted private office, which shall contain a telephone, which may be used for general business purposes.

b. A location for files and records which can be properly locked and secured.

c. A desk with drawers, a chair, work table, filing cabinet, and office supplies.



- d. Access to a computer.
2. The School shall be responsible to provide or pay for ongoing and continuing education related specifically to the services that the officer provides as a School Resource Officer.

## **ARTICLE V STUDENT INVESTIGATIONS**

A. Interrogation Procedures. In the event a serious crime is committed at School or at a School activity, the Principal or Assistant Principal with the assistance of the SRO should:

1. Question any witnesses to determine whether a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at School who may have information about criminal misconduct or the violation of the conduct policies of the School. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a School official, but when immediate action is necessary, or in an emergency situation, the SRO may interrogate a student without the presence of a School official.
2. Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or an attorney, or to end the interview, the questioning should cease, and the suspect's request should be granted unless there is a reasonable cause to detain the student for questioning.

B. Detainment. If a student is detained, placed in custody or arrested, the student must be advised prior to further questioning by an SRO as follows:

1. That he/she has the right to remain silent.
2. That anything he/she says can be used against him/her in a court of law.
3. That he/she has a right to have a parent, guardian, or custodian present during questioning.
4. That he/she has a right to talk with an attorney before being asked any questions and he/she has a right to have his/her attorney present with him/her during questioning.
5. That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes.
6. That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to an attorney.
7. That if the suspect is under 18 years of age, the child's parent, guardian, or custodian shall be contacted and invited to be present during the interview and the accused shall be advised of his/her rights as set forth in statute. No "in-custody" admission or confession resulting from interrogation may be admitted into evidence in a court of law unless the confession or admission was made in the presence of the juvenile's parent, guardian, custodian, or attorney.

8. That if the student is 18 years of age or older, he/she must be advised of his/her rights, but the presence of the student's parent, guardian, custodian, or attorney may be waived by the student.

C. Search Procedures.

1. If a School official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the School, the School official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When requested by School officials, the SRO shall assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO.
2. School officials shall not conduct a "strip search" without a search warrant. A strip search is defined as a search of a student's person which requires the student to remove his/her clothing in order to determine if any evidence is concealed within the student's undergarments or on the body. The term does not include the removal of outer garments such as coats, hat, shoes etc. If there is probable cause to believe that a student has concealed, or is concealing evidence of criminal misconduct, within his/her undergarments, the SRO should assist the School official in obtaining a warrant to search the student.

D. Reporting of Serious Crimes. If the investigation uncovers evidence of a serious crime, the School official shall notify the SRO, the student's parent, guardian, or custodian and the Superintendent.

E. Arrest Procedures - School Related Crimes.

1. Juveniles. When an SRO arrests or takes a juvenile under the age of 16 into custody, he/she shall select the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the School:
  - a. Divert the juvenile from court by:
    - i. Release;
    - ii. Counsel and release;
    - iii. Release into the custody of the juvenile's parent, guardian, or custodian;
  - b. Attempt to bring juvenile before the juvenile court:
    - i. Seek a juvenile petition;
    - ii. Seek a juvenile petition and request a custody order;
    - iii. Immediately take the juvenile into custody as required by law.
  - c. Attempt to bring the juvenile before the magistrate for the purposes of involuntary commitment.
2. Student Over 16 Years of Age. When an SRO arrests or takes a person over the age of 16 into custody, he/she shall select the course of action which is appropriate under the circumstances and meets the immediate needs of the School.

3. If circumstances permit, the SRO and Principal shall mutually agree upon a time during the School day for the removal of the student from the School. The student shall be called to the office by the Principal at that time.
4. If the School initiated the arrest of the student, the Principal, or his/her designee, shall be responsible for notifying the student's parents, guardians or custodians. Such notification by a School official shall be made as soon as possible, preferably prior to the actual removal of the student from campus.
5. If the SRO initiated the arrest, the SRO shall contact the student's parents, guardians, or custodians as soon as practicable after the arrest of a student and shall notify the parents, guardians, or custodians of the reason(s) for the arrest.

#### **ARTICLE VI CONTROLLED SUBSTANCES**

- A. School officials shall notify the SRO in all cases involving the possession, sale, or distribution of controlled substances at School or School activities.
- B. Any controlled substances or suspected controlled substances confiscated by School officials shall be turned over to the SRO for proper identification and eventual destruction.
- C. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a School, the SRO shall be notified, and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be in the discretion of the SRO.

#### **ARTICLE VII TERMINATION OF AGREEMENT**

Termination of this agreement on its annual termination date must be received in writing on or before a period of thirty (30) days prior to the expiration of the annual term of the Agreement. In addition, this Agreement may be terminated by either party upon ninety (90) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided in this Article or due to failure of funding as set out in Article I.

#### **ARTICLE VIII ACCESS TO EDUCATION RECORDS**

- A. School officials shall allow SRO's to inspect and copy any public records maintained by the School to the extent allowed by law.
- B. If information contained within a student's record is needed, in an emergency, in order to protect the health or safety of the student or other individuals, School officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- C. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

**ARTICLE IX**  
**MISCELLANEOUS**

A. Notice.

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

**SCHOOL:**

Superintendent  
Greater Jasper Consolidated Schools  
1520 Saint Charles Street  
Jasper, IN 47546

Copy to:  
Attorney for School  
Arthur C. Nordhoff, Jr.  
710 Main Street, Jasper, IN 47546

**CITY:**

Dean Vonderheide  
Mayor  
Jasper City Hall  
610 Main Street  
Jasper, IN 47546

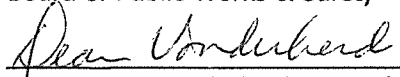
Copy to:  
Renee J. Kabrick  
Attorney, City of Jasper  
610 Main Street  
Jasper, IN 47546

- B. Modification. This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.
- C. Non-Assignment. This Agreement shall not be assigned unless written consent of both parties is obtained.
- D. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

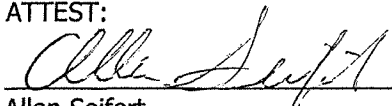
IN WITNESS WHEREOF, the said parties have hereunto set their signatures as of the date above first mentioned.

"CITY"

CITY OF JASPER, Indiana  
Board of Public Works & Safety

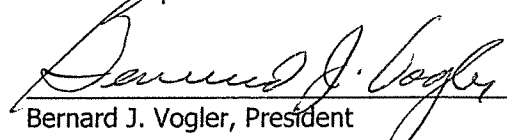
  
\_\_\_\_\_  
Mayor Dean Vonderheide, Presiding Officer

ATTEST:


  
\_\_\_\_\_  
Allen Seifert,  
Clerk-Treasurer

"SCHOOL"

Greater Jasper Consolidated Schools

  
\_\_\_\_\_  
Bernard J. Vogler, President

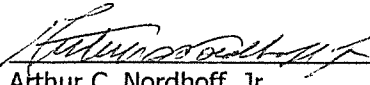
ATTEST:

  
\_\_\_\_\_, Secretary

APPROVED AS TO FORM:

---

Renee J. Kabrick  
Attorney for  
City of Jasper, Indiana



---

Arthur C. Nordhoff, Jr.,  
Attorney for  
Greater Jasper Consolidated Schools'

EXHIBIT A

Jasper Police Officer Compensation

21-2022

School Resource Officer Wage	\$ 64,883.00
Longevity	\$ 500.00
Employer Medicare Tax	\$ 940.80
employer contributions to 77 Fund	\$ 11,354.53
Worker Comp Ins	\$ 1,193.40
Liability Ins	\$ 559.00
Health Ins	\$ 18,517.56
Life Ins	\$ 108.00
Mileage	\$ 4,002.16
body armor vest	\$ 1,300.00
Vehicle	\$ 3,571.00
Car Equip	\$ 4,000.00
Veh Ins	\$ 595.00
Cell Phone	\$ 200.00
Cell Phone yearly charges	\$ 600.00
Email/Anti-virus	\$ 60.00
Body Camera	
Total:	\$ 112,384.45

X 70%

TOTAL GJCS Reimbursement per officer

\$78,669.12

## **WJPR Acquisition**

### **Equipment Listing/Real Estate**

- All equipment
- Property
  - o 1.504 acres
  - o Rocked drive
- Transmitter building and improvements
  - o 12'x12' concrete block building
  - o 12'x12' chain link fence 8' tall
- Underwriting, intellectual property and FCC license would be donated after the dissolution of Jasper Public Radio, Inc. (Required)

Asking Price - \$175,000

### **Statistics**

- 91.7 FM
- Non-commercial station operating in the educational FM band
- Non-profit radio broadcasting service
- Provides educational information and public service announcements
- Special programming of an educational nature
- Non-political
- Sponsorships/Underwriting is tax deductible
- Unrealized opportunities with public interest, health news, local government issues, news and local sports broadcasting
- Profit/Loss Statement January-December 2021
  - o Income - \$7760
  - o Expense - \$10,897.56
  - o Net Income - (\$3,137.56)

### **Comparison to Current License**

Maximum Effective Radiated Power

WJWS = 100 Watts

WJPR = 2600 Watts

- 26x more power from the current to new

Horizontal Height Above Average Terrain

WJWS = 28.12 meters

WJPR = 84 meters

- 199% increase in height from current antenna
- Almost 3x as much

Horizontal Height Above Ground Level

WJWS = 25 meters

WJPR = 55 meters

- 120% increase in height from current to new
- More than 2x more than the current

#### **Purpose**

- Expansion of signal reach – Washington, Loogootee, Paoli, Santa Claus
- Increase student participation from other high schools in our CTE shared program
- Move from LPFM to Class A license – protection from interference from signal interference
- Wider range of underwriter/sponsorship possibilities in other communities
- Format/programming possibilities – broader audience (other than students)

#### **Valuation**

- Hoffman & Mullen
  - Fair Market Value of property and improvements - \$37,500
  - Not inclusive tower and equipment inside the building
- Evan Elrod
  - Value of equipment and tower estimated - \$80,000
- Radio Signal – Undetermined variable – at the discretion of the owner/purchaser

#### **Proposed Offer Range**

- \$150,000-\$165,000
  - Property, improvements and all equipment - \$117,500
  - Signal - \$32,500 - \$47,500
- Paid for from the Rainy Day Fund



- District Wide Renovations
  - Ireland Elementary Mechanical Room Expansion and HVAC Improvement Project
  - JHS CTE Expansion & Renovation Project-JHS Band and Maintenance Storage Building
  - Ireland Elementary HVAC and Finishes Improvements and Classroom Addition Project
  - Alumni Stadium Improvements
- Jasper Elementary School Tot-Lot Playground Expansion Excavation and Drainage Project

Mr. Stenftenagel asked the Board to approve and RFP from Knies Construction for work related to expansion to the Tot Playground at Jasper Elementary School. The cost of the project is \$36,800 plus an alternate for \$2,400 to lower an existing electrical conduit if required.

A motion by Ken Schnaus, second by Tim DeMotte, to approve the proposal from Knies Construction, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve the Resolutions pertaining to the lease agreement between GJCS and Greater Jasper Building Corporation.

- Resolution Approving Form of Lease
- Resolution Reapproving Building Corporation

The first is the resolution approving the form of the lease.

A motion by Arlet Jackle, second by Greg Eckerle, to approve the resolution for the form of the lease, was unanimously approved by the Board.

The second is the resolution reapproving the building corporation. These actions are necessary to continue the process of lease financing for the projects by the Board in the preliminary determination hearing last month.

A motion by Tim DeMotte, second by Ken Schnaus, to approve the Resolution for reapproving the Building Corporation, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve a Resolution establishing the purpose and use of the JHS Hall of Fame Fund. The resolution will outline the creation of the fund and uses to comply with State Board of Accounts compliance. A copy of the Resolution is enclosed.

A motion by Ken Schnaus, second by Greg Eckerle, to approve the Resolution for the JHS Hall of Fame Fund, was unanimously approved by the Board.

Dr. Lorey asked the Board permission to submit an intent to purchase offer on WJPR, a full-service FM station in the education FM band. Acquisition of the station would increase student participation in the shared CTE programs, provide additional programming format and possibilities, expand the current signal reach, and increase the underwriting and sponsorship possibilities. If acquired, WJPR would replace the current station. A copy of the purchase offer is enclosed.

Mr. Schnaus commented the school does not want to compete with profit radio stations in the area.

Dr. Lorey commented they will not be competing with other radio stations.

A motion by Arlet Jackle, second by Ken Schnaus, to submit a purchase offer on WJPR, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve a Resolution to join in a multi-district litigation that has been established in the federal court against JUUL, the maker of e-cigarettes. The purpose of the suit is aimed at aiding districts in recouping costs associated with preventing JUUL use in schools. Jasper is no stranger to the growing issues around student use of vaping devices. Not only do these devices create a health concern for students, but prevention of use consumes the time of administrators, counselors and nurses. This year at JHS, nearly 40 suspensions and 4 expulsion have been the direct result of use and/or possession of vaping devices in school. Because of the design, the devices are hard to recognize.

Staff find them in the classrooms, hidden in restrooms and desks throughout the building, above door seals and in vehicles.

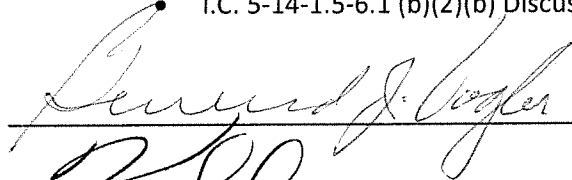
A motion by Tim DeMotte, second by Greg Eckerle, to approve the Resolution for litigation against JUUL, was unanimously approved by the Board.

Dr. Lorey made the following announcements:

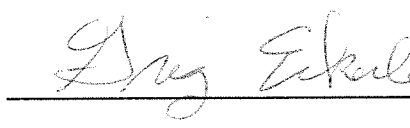
- The regular March Board meeting will be on Monday, March 28, 2022 at 7:00 p.m. at the JHS Community Room
- Discussion Dates 2021-22
  - March 9, 2022—Tim DeMotte
  - May 4, 2022—Arlet Jackle

There being no further business to conduct and upon a motion by Greg Eckerle, second by Ken Schnaus, the Board voted to adjourn at 8:04 p.m.

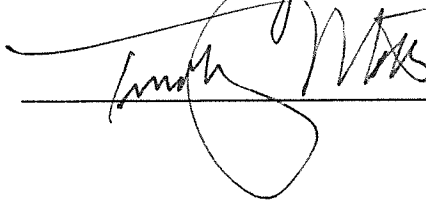
- I.C. 5-14-1.5-6.1 (b)(6)(B) Personnel
- I.C. 5-14-1.5-6.1 (b)(2)(b) Discussion of strategy regarding pending litigation

 \_\_\_\_\_ President

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

 \_\_\_\_\_ Secretary

 \_\_\_\_\_ Member

 \_\_\_\_\_ Member