

## **Elkhart County Education Alliance - presentation**

1. Brief outline of the Alliance structure and purpose
2. Questions

### Summary comments regarding the Alliance

A classic definition of entrepreneurship is the pursuit of opportunity without regard to resources currently controlled.

In making decisions, whether it is individuals, associations or businesses, there are usually two possible courses of action. They can look at the variety of resources within their control, pick the best possible combination and make it work. (This is sometimes considered being innovative.) Or they can act as true entrepreneurs: Figure out the best conceivable option and then make it available.

In my discussions with school board members and school administrators the last two years, I believe they have been acting as innovators to solve their current public education challenges. Sometimes working with their own resources, sometimes working collaboratively, to do the best they can with what they have.

The Alliance offers the opportunity for schools to join with the entire community, businesses, nonprofits and ultimately our higher education partners and a wide variety of other community service organizations in a collaborative effort to be education entrepreneurs. To devise the very best solutions and make them happen.

Signing the Alliance agreement is a no risk proposition for schools. No funds are being asked, no long term obligation; a school can leave at any time. All that is asked is a commitment to be at the table, to participate in discussions and decisions in a way that has never before been done. With the promise and hope of doing things at a scale that has never before been attempted.

It is my hope that all our community schools will join in this education entrepreneurial collaboration.

Mike Yoder  
County Commissioner

**MEMORANDUM OF AGREEMENT**  
**ELKHART COUNTY EDUCATION ALLIANCE (“ECEA”)**

This Memorandum of Agreement is among the Board of Commissioners of the County of Elkhart, Indiana, on behalf of Elkhart County Government (“County”), and seven public (7) school districts in Elkhart County, being Baugo Community School Corporation (“Baugo”), Concord Community Schools (“Concord”), Elkhart Community Schools (“Elkhart”), Fairfield Community Schools (“Fairfield”), Goshen Community School Corporation (“Goshen”), Middlebury Community School Corporation (“Middlebury”), and Wa-Nee Community School Corporation (“Wa-Nee”). Individually the parties hereto shall be deemed a “Participant” and collectively the parties hereto shall be deemed “Participants”. The Participants are forming an “Alliance”, to be known as the “Elkhart County Education Alliance” (“ECEA”) to collectively, and with others, undertake and fulfill the “Purposes” herein recited, and such other goals or programs as ECEA may hereafter develop or implement.

**Purposes**

The purposes of this Memorandum of Agreement are:

A. To create a Board of Managers, as defined below, to develop and foster procedures to expand communication, cooperation, and collaboration among the Participants, and other governmental units, additional public school entities or initiatives, nonprofit organizations, private and parochial schools, colleges and universities, technical and trade schools, and community groups, all in furtherance of developing a highly skilled, 21<sup>st</sup> Century workforce in Elkhart County, known for its creativity and innovations, and prepared to deliver to the local, state, nation, and world markets, quality and competitive goods, products, services, and solutions.

B. To otherwise promote and facilitate high quality and broad based “cradle to career” education achievement through public outreach, intergovernmental agreements, necessary funding, and enhanced programming and opportunities.

C. To develop a long term and perpetuating strategic plan to include, but not necessarily be limited to:

(i) Comprehensive Early Childhood Education, focusing on parent and child engagement in the first years of life, with access to pre-school for all four (4) year olds.

(ii) General school improvement for all grades K-12, to include accelerated learning to develop students who are “college and/or career ready” by high school graduation.

(iii) “Career Coaching and Mentoring” for grades 7-12, with increased dual credit programs to bridge secondary education with post-secondary certifications and degrees.

(iv) Enhanced “Educator Effectiveness” through instructional programs, strategies and mentoring.

(v) Adult education focused on providing or fostering more student access to Indiana’s GED+ Program.

### **Governance**

The Alliance formed by this Memorandum of Agreement shall initially be governed by a “Board of Managers;” the Board of Managers shall be comprised of one (1) member appointed by each of the school districts aforescribed, four (4) members appointed by the Elkhart County Council (“Council”), and four (4) members appointed by the Board of Commissioners of the County of Elkhart (“Commissioners”). The school district appointees shall in each instance be the superintendent of the applicable district, or a supervisory or top level administrator from the district, as each district school board shall determine. The initial Commissioner and Council appointees shall be residents of Elkhart County, Indiana knowledgeable of and experienced in economic development, community affairs, educational initiatives, and/or employment needs and opportunities in Elkhart County and beyond. References and/or recommendations from business and civic leaders, area Chambers of Commerce, and local educators, on Commissioner and Council appointees, are contemplated. Subsequent appointees by the Commissioners and Council shall be subject to the above criteria, together with written recommendations for such appointments as submitted to the Council and/or Commissioners by the Board of Managers as openings or vacancies shall arise. The initial Chairperson of the Board of Managers shall be designated by The Commissioners and be a Commissioners appointee. Apart from such initial Chairperson designation, deemed appropriate to commence meetings and organize the Board of Managers, the Board of Managers shall determine the necessary officerships for the Board; the method of electing or selecting its officers; and the bylaws establishing the meetings, notice standards, voting criteria, terms of appointment by the school districts, Council, and Commissioners, together with other operating procedures as the Board of Managers shall deem appropriate or as shall be required by applicable law. Irrespective of bylaws or other standards, all appointees of the school districts, Council and Commissioners shall serve at the pleasure of each such appointing entity.

### **Leadership or Staff**

At inception, Elkhart County Government shall be expected to provide administrative leadership, record keeping, clerical assistance, and related services; upon the establishment of funding for contemplated or established undertakings and programming, such leadership or staffing may pass to (or remain with) Elkhart County Government, or an entity, staff, and/or board created and/or required for such, as the Board of Managers shall at such time determine.

## **Funding**

Funding for carrying out the Purposes and endeavors set forth in this Memorandum of Agreement shall be determined by the Board of Managers, and more specific arrangements for such, to include “Interlocal Agreements” among the Participants or other formal agreements with other parties, shall be discussed and/or established. Seeking and securing of revenue streams to support ECEA, from public funding sources, grants, private donations, and cooperative efforts with facilitating colleges, universities, trade schools, and technical schools, is specifically contemplated by the Alliance.

## **Duration**

This Memorandum of Agreement shall be of an indefinite duration. The concept of intergovernmental and school corporation coordination and communication should continue indefinitely; hence, no defined expiration date for this Memorandum of Agreement is provided. Any Participant to this Memorandum of Agreement may, however, end its participation hereunder, and withdraw its appointment rights and participation on the Board of Managers, and withdraw from this Memorandum of Agreement, by providing written notice of withdrawal to the other Participants at any time, which notice shall specify its effective date. This Memorandum of Agreement may be terminated by mutual agreement of all of the Participants at any time.

## **Expansion of Participants or Establishment of Affiliates**

Additional political subdivisions, nonprofit entities, private and parochial schools in Elkhart County, and cooperating institutions of higher learning in or out of Elkhart County, may become Participants to this Memorandum of Agreement, or otherwise become affiliated with ECEA and the undertakings of the Board of Managers and Participants, through such procedures and standards as the Board of Managers shall hereafter establish.

## **Authority of Board of Managers**

The success and accomplishments of the ECEA shall be dependent upon cooperation and coordination through the joint and mutual efforts of the Participants. The Board of Managers shall have no power or authority to require a Participant to take any action, unless and until a more formal, binding agreement impacting such Participant shall be entered into by such Participant. No Participant, solely by participating in this Memorandum of Agreement or the ECEA, is ceding any authority, power, or right which it has under applicable constitutional, statutory, common, or other law. Conversely, the Board of Managers shall have authority to establish and carry out the Purposes herein recited OR hereafter established, contract for services or facilities, engage consultants and advisors, negotiate tuition and payment arrangements for

students, and otherwise promote enhanced educational programs and opportunities in Elkhart County, Indiana, subject to applicable law and necessary funding.

**Record Retention/Ownership**

Records, reports, and verification of services performed, initiatives followed, and other undertakings of the Board of Managers, or administrative staff, shall become the property of the ECEA, but all of such shall be freely available to all Participants.

**Binding Effect**

This Memorandum of Agreement shall be binding upon and shall inure to the benefit of the Participants hereto and their respective successors and assigns; provided, however, that no assignment of this Memorandum of Agreement may be made without the express written consent of the other Participants.

**Multiple Counterparts**

This Memorandum of Agreement may be executed in multiple counterparts by the parties with the multiple counterparts and signature pages constituting one single Agreement.

The parties hereby accept the terms of this Agreement by their authorized signatures below.

*[Remainder of page intentionally left blank]*

COUNTY:

Board of Commissioners of the County of Elkhart,  
Indiana

By \_\_\_\_\_  
Terry Rodino, President

By \_\_\_\_\_  
Mike Yoder

By \_\_\_\_\_  
Frank Lucchese

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
Pauline A. Graff  
Elkhart County Auditor

BAUGO:

Baugo Community School Corporation

By \_\_\_\_\_  
James H. DuBois, Superintendent

Date: \_\_\_\_\_

CONCORD:

Concord Community Schools

By \_\_\_\_\_  
Wayne Stubbs, Superintendent

Date: \_\_\_\_\_

ELKHART:

Elkhart Community Schools

By \_\_\_\_\_  
Mark T. Mow, Superintendent

Date: \_\_\_\_\_

FAIRFIELD:

Fairfield Community Schools

By \_\_\_\_\_  
Thomas E. Tumey, Superintendent

Date: \_\_\_\_\_

GOSHEN:

Goshen Community School Corporation

By \_\_\_\_\_  
Bruce Stahly, Superintendent

Date: \_\_\_\_\_

MIDDLEBURY:

Middlebury Community School Corporation

By \_\_\_\_\_  
Jim Conner, Superintendent

Date: \_\_\_\_\_

WA-NEE:

Wa-Nee Community School Corporation

By \_\_\_\_\_  
Joseph Sabo, Superintendent

Date: \_\_\_\_\_