

STATE OF INDIANA )  
 ) IN THE LAWRENCE CIRCUIT COURT  
 ) SS:  
COUNTY OF LAWRENCE ) CAUSE NO. 47C01-2002-PL-000155  
  
NLCS PARENTS GROUP LIMITED, )  
 )  
 ) Plaintiff, )  
 vs. )  
 )  
 )  
NORTH LAWRENCE COMMUNITY SCHOOL )  
CORPORATION, )  
 )  
 )  
 ) Defendant. )

**ANSWER AND AFFIRMATIVE DEFENSES**

Defendant North Lawrence Community School Corporation (the “School”), by counsel, for its Answer to Plaintiff’s Action Seeking Injunctive Relief (the “Complaint”), hereby states as follows:

**Facts Pertaining to All Counts**

1. NLCS Parents Group Limited (hereinafter “Plaintiff”) is a domestic nonprofit corporation, incorporated with the Indiana Secretary of State’s Office, with its principal office address is 1736 Fayetteville Owen Road in Bedford, Lawrence County, Indiana 47421.

**ANSWER:** The School admits that NLCS Parents Group Limited is registered with the Indiana Secretary of State’s Office as a domestic nonprofit corporation with a principal office address of 1736 Fayetteville Owen Road, Bedford, Indiana 47421. The School is without information sufficient to either admit or deny any remaining allegations contained in Paragraph 1 of the Complaint and, therefore, denies the same.

2. North Lawrence Community School Corporation (hereinafter “Defendant”) is a public school corporation with its principal place of business located at 460 W Street, Bedford, Lawrence County, Indiana 47421.

**ANSWER:** The School admits that it is a public school corporation organized, existing and operating under the laws of the State of Indiana, with its administration offices located at 460 W Street, Bedford, Indiana. The School denies any remaining allegations contained in Paragraph 2 of the Complaint.

3. In February 2019, Defendant hired Thomas T. Mungle (hereinafter “Mungle”) to serve as Interim Superintendent of the school corporation.

**ANSWER:** Admitted.

4. Thereafter, Mungle undertook the action of studying the financial viability of the school corporation’s ten (10) elementary schools and three (3) middle schools.

**ANSWER:** The School admits that Dr. Mungle reviewed the financial status of the school corporation after he was hired as Superintendent. The School denies any remaining allegations contained in Paragraph 4 of the Complaint.

5. Beginning in August 2019, after Mungle had been permanently hired as Superintendent, a group called the Visionary Committee met approximately eight (8) times.

**ANSWER:** The School admits that on July 25, 2019, Dr. Mungle was hired by the School’s Board of Trustees to serve as Superintendent of the School. The School admits that in July 2019 Dr. Mungle invited community members to meet and discuss the status of the School, gather related information, and discuss matters related to potential school consolidation. The School admits that this community group was referred to as the “Visionary Committee.” The School admits that the Visionary Committee met approximately eight (8) times between August 2019 and December 4,

2019. The School denies any remaining allegations contained in Paragraph 5 of the Complaint.

6. The Indiana Public Access Counselor has previously ruled that Defendant violated Indiana's open door laws by not revealing the names of the members of the Visionary Committee and by not opening the committee's meetings to the public. (Defendant has filed a complaint in this Court in cause number 47C01-2001-PL-135 seeking declaratory judgment that the visionary committee was not subject to the open door law and thus that the Public Access Counselor's opinion was erroneous. Plaintiff acknowledges that any claim in the instant complaint regarding the Visionary Committee is waived due to the passing of the 30-day statutory period for filing a complaint; however, Plaintiff does note the Public Access Counselor's opinion for the purposes of highlighting a pattern of open door violations committed by Defendant.)

**ANSWER:** The School admits that on or about January 7, 2020, the Indiana Public Access Counselor ("PAC") issued Advisory Opinion #19-FC-127 in relation to a complaint filed by Jason E. Johnson that alleged that the Visionary Committee was subject to the Indiana Open Door Law and should have allowed the public to observe their meetings. The PAC Opinion concluded that the Visionary Committee is subject to the Indiana Open Door Law and did not comply with that law by holding eight meetings that were not open to the public. The School denies that the PAC Opinion reached any conclusions regarding the names of the Visionary Committee members. The School admits that it has filed an action for judicial review of the PAC Opinion, currently pending as Cause Number 47C01-2011-PL-000126. The School further admits that it filed an action seeking declaratory judgment regarding public records requests made for documents related to the Visionary Committee, currently pending as Cause Number 47C01-2001-PL-000135. The School

denies any “pattern of open door violations” and specifically denies that it has violated the Indiana Open Door Law in any manner whatsoever. The School further states that the matters referenced in Paragraph 6 of the Complaint are not relevant to the matters at issue in this action. The School denies any further allegations contained in Paragraph 6 of the Complaint.

7. Resulting from meetings of the Visionary Committee and consultation with ESOLVE Solutions, a consulting group based in Loogootee, Indiana, Mungle presented the public and the school board with three plans:

- a. The first plan was to leave the school corporation as organized, operating ten (10) elementary schools, three (3) middle schools, one (1) high school, and one (1) career center.
- b. The second plan was to reduce the operation to three (3) elementary schools and one (1) middle school in addition to the high school and career center.
- c. The third plan was to reduce the operation to four (4) elementary schools and one (1) middle school in addition to the high school and career center.

**ANSWER:** Admitted.

8. On November 14, 2019, Mungle and ESOLVE consultant Rick Roll made a public presentation on the three plans at the Bedford North Lawrence High School Performing Arts Center (“BNL PAC”).

**ANSWER:** The School admits that in November 2019, on behalf of Dr. Mungle and the School’s administration team, ESOLVE held a public forum about three (3) possible plans for School reorganization, restructuring and consolidating elementary and middle schools in the school

district. Over six hundred community members attended the forum and over sixty people spoke. The School admits that the November forum was held at the Bedford North Lawrence High School Performing Arts Center (“Performing Arts Center”). The School denies any remaining allegations contained in Paragraph 8 of the Complaint.

9. On or about December 6, Mungle recommended the third plan to the school board for approval.

**ANSWER:** The School admits that on Thursday, December 5, 2019, Dr. Mungle presented the School administration’s recommendation for reorganizing, restructuring and consolidating schools within the school district to the School Board at a public meeting held at the School’s Administration Building. The School also admits that the School Board toured the School’s buildings and held an open public work session on Saturday, December 7, 2019 at the School’s Administration Building. The School admits that the plan presented recommended the closure of four elementary schools, repurposing a fourth elementary school, moving Sixth Grade students back to the elementary schools from the middle schools, and consolidating three middle schools into one junior high school. The School denies the remaining allegations contained in Paragraph 9 of the Complaint.

10. On December 19, 2019, the school board was schedule to hold a vote on the consolidation plan at the BNL PAC, which approximately seats between 1,500 and 2,000 people, but postponed the vote and moved its meeting back to the administration building, which has a maximum capacity far short of that of the BNL PAC.

**ANSWER:** The School admits that the Board of School Trustees originally planned to vote on a

plan for school consolidation at a December 19, 2019 public meeting that it planned to hold at the Performing Arts Center which seats 1742 people. The School admits that based on public discussion on consolidation that occurred at a December 16, 2019 public work session, the Board decided to postpone the vote to allow for time to revise the consolidation plan to address concerns that had arisen from public comment and Board concerns. The School admits that the January 6, 2020 meeting was scheduled to occur at the Board's regular meeting location at the School's Administration Building to avoid potential confusion and because meeting attendance had not been such that a larger crowd was anticipated. The School had no reason to believe that there would be more people in attendance at the January 6, 2020 meeting than the regular Board room at the Administration Building could accommodate (as, in fact, there were not). The School admits that the Board room in the School Administration Building has less capacity than the Performing Arts Center. The School denies any remaining allegations contained in Paragraph 10 of the Complaint.

11. On or about December 30, 2019, Mungle released a new plan for consolidation that would leave the corporation with five (5) elementary schools and two (2) middle schools in addition to the high school and career center.

**ANSWER:** The School admits that on December 28, 2019, the Dr. Mungle released a revised consolidation plan which would reduce the number of elementary schools within the district to five (5) and the number of middle schools to two (2). The School denies any remaining allegations contained in Paragraph 11 of the Complaint.

12. On January 6, 2020, Defendant held a vote on the fourth and final plan for consolidation at the administration building, which passed four to three. The consolidation is to be in effect

for the 2020-21 school year.

**ANSWER:** The School admits that the Board of School Trustees voted to approve the revised consolidation plan at a public meeting held on January 6, 2020, with a vote of four for and three against. The School admits that the plan is scheduled to be implemented for the 2020-2021 school year. The School denies any remaining allegations contained in Paragraph 12 of the Complaint.

13. At the January 6, 2020 meeting, Mungle announced the new plan and, without deliberation or public input thereafter, the school board voted.

**ANSWER:** To the extent Paragraph 13 alleges that Dr. Mungle announced the revised plan for the first time at the January 6, 2020 Board meeting, that allegation is denied. The School admits that Dr. Mungle announced the agenda item for the consolidation plan at the January 6, 2020 Board meeting. The School denies that no public input was received on the revised consolidation plan at the January 6, 2020 meeting. The School admits that no Board member made any public comment about the revised consolidation plan during the January 6, 2020 Board meeting. The School admits that the Board of School Trustees voted on the revised consolidation plan at the January 6, 2020 public meeting. The School denies any remaining allegations contained in Paragraph 13 of the Complaint.

14. At the January 6, 2020 meeting, members of the public were forced to stand in the lobby of the administration building, and even outside the administration building, where there were no video screens or speakers so that the public could see or hear what took place in the meeting.

**ANSWER:** The School admits that seventy (70) seats were set up in the Board room of the

Administration Building for the January 6, 2020 Board meeting. The School admits that eighty-two (82) people signed the attendance sheet for the January 6, 2020 Board meeting. The School admits that the two large doors leading from the Board room to the hallway were opened and additional chairs were set up in the hallway to accommodate overflow. The School denies that any member of the public had to stand outside the building. The School denies any remaining allegations contained in Paragraph 14 of the Complaint.

15. At the January 6, 2020 meeting, due to the standing-room only crowd that could not all fit in the building, members of the public with disabilities were forced to leave the meeting for lack of accommodations.

**ANSWER:** Denied.

16. The January 6, 2020 meeting was not made available to the public via video broadcast, despite previous meetings being broadcast through electronic media.

**ANSWER:** Denied.

**COUNT ONE**  
**Open Door Law Violation**

17. Plaintiff restates paragraphs 1-16 as if fully set forth herein.

**ANSWER:** In response to Paragraph 17 of the Complaint, the School incorporates its responses to Paragraphs 1 through 16 above as if fully stated herein.

18. On January 6, 2020, Defendant held a meeting at which the final vote was held on the corporation's fourth plan for school consolidation.

**ANSWER:** The School admits that the Board of School Trustees held a public meeting on January 6, 2020 during which the Board voted on the revised consolidation plan. The School denies any remaining allegations contained in Paragraph 18 of the Complaint.

19. Meetings of governing bodies of public agencies must be open at all times for the purpose of permitting members of the public to observe and record them. I.C. 5- 14-1.5-3.

**ANSWER:** In response to Paragraph 19 of the Complaint, the School states that this Paragraph calls for a legal conclusion and denies any allegation contrary to applicable law.

20. By failing to provide adequate space for members of the public to view the proceedings, and by failing to provide sufficient audio even for those members of the public who were able to gain entrance to the building, Defendant failed to hold an open and public meeting pursuant to I.C. 5-14-1.5-3.

**ANSWER:** The School specifically denies that it failed to provide adequate space for members of the public to view the proceedings of the January 6, 2020 Board Meeting or that it was required to do so by applicable law. The School specifically denies that it failed to provide sufficient audio for members of the public at the January 6, 2020 Board Meeting or that it was required to do so by applicable law. To the extent the allegations in Paragraph 20 of the Complaint call for a legal conclusion, the School denies any allegation contrary to applicable law. The School denies any remaining allegation contained in Paragraph 20 of the Complaint.

21. Accordingly, and pursuant to I.C. 5-14-1.5-7, Plaintiff asks this Court for the following relief:

- a. Declaratory judgment that Defendant violated the Indiana Open Door Law as set forth in

I.C. 5-14-1.5;

- b. Injunctive relief voiding the final vote on school consolidation taken on January 6, 2020;
- c. Injunctive relief enjoining Defendant from acting on school consolidation until the matter has been given substantial reconsideration in a process that complies with I.C. 5-14-1.5; and
- d. Reasonable attorney's fees.

**ANSWER:** The School specifically denies that it violated any applicable law and denies that the Plaintiff is entitled to the relief requested.

**COUNT TWO**  
**Open Door Violation**

22. Plaintiff restates paragraphs 1-18 as if fully set forth herein.

**ANSWER:** In response to Paragraph 22 of the Complaint, the School incorporates its responses to Paragraphs 1 through 21 above as if fully stated herein.

23. Public agencies must hold open and public meetings that are accessible to individuals with disabilities. I.C. 5-14-1.5-8.

**ANSWER:** In response to Paragraph 23 of the Complaint, the School states that this Paragraph calls for a legal conclusion and denies any allegation contrary to applicable law.

24. By failing to provide adequate and ample seating for individuals with disabilities at the January 6, 2020 meeting, Defendant violated the Indiana Open Door Law as set forth in I.C. 5-14-1.5-8.

**ANSWER:** The School specifically denies that it failed to provide "adequate and ample" seating

for individuals with disabilities at the January 6, 2020 Board meeting. To the extent Paragraph 24 of the Complaint calls for a legal conclusion, the School denies any allegation contrary to applicable law. The School denies any remaining allegation contained within Paragraph 24 of the Complaint.

25. Accordingly, and pursuant to I.C. 5-14-1.5-7, Plaintiff asks this Court for the following relief:
- a. Declaratory judgment that Defendant violated the Indiana Open Door Law as set forth in I.C. 5-14-1.5;
  - b. Injunctive relief voiding the final vote on school consolidation taken on January 6, 2020;
  - c. Injunctive relief enjoining Defendant from acting on school consolidation until the matter has been given substantial reconsideration in a process that complies with I.C. 5-14-1.5; and
  - d. Reasonable attorney's fees.

**ANSWER:** The School specifically denies that it violated any applicable law and denies that the Plaintiff is entitled to the relief requested.

**COUNT THREE**  
**Open Door Violation**

26. Plaintiff restates paragraphs 1-18 as if fully set forth herein.

**ANSWER:** In response to Paragraph 26 of the Complaint, the School incorporates its responses to Paragraphs 1 through 25 above as if fully stated herein.

27. On at least one occasion between December 30, 2019 and January 6, 2020, Defendant, or at least two or more of its board members, held an executive session for the purposes of discussing

or deliberating school consolidation, not for the purposes of strategic discussions for competitive or bargaining reasons, in violation of I.C. 5-14-1.5-6.1.

**ANSWER:** Denied.

28. Further, no notice was given in advance of said executive sessions, nor were any agendas or minutes provided thereafter.

**ANSWER:** In response to Paragraph 28 of the Complaint, the School states that the Board did not hold any Executive Session between December 30, 2019 and January 6, 2020. The School denies any remaining allegations contained in Paragraph 28 of the Complaint.

29. Accordingly, and pursuant to I.C. 5-14-1.5-7, Plaintiff asks this Court for the following relief:

- a. Declaratory judgment that Defendant violated the Indiana Open Door Law as set forth in I.C. 5-14-1.5;
- b. Injunctive relief voiding the final vote on school consolidation taken on January 6, 2020;
- c. Injunctive relief enjoining Defendant from acting on school consolidation until the matter has been given substantial reconsideration in a process that complies with I.C. 5-14-1.5; and
- d. Reasonable attorney's fees.

**ANSWER:** The School specifically denies that it violated any applicable law and denies that the Plaintiff is entitled to the relief requested.

WHEREFORE, Defendant North Lawrence Community School Corporation, by counsel, respectfully requests that judgment be entered in its favor and against Plaintiff, that Plaintiff takes nothing by way of its complaint, and for attorney fees and costs.



**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the foregoing was served upon all counsel of record by operation of the Court's electronic filing system, this 6th day of March, 2020.

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*/s/ Sara R. Blevins*  
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