

BOARD MINUTES
BOARD MEETING
ADMINISTRATION BUILDING
July 18, 2022
7:00 P.M.

Call to Order: Phil Foster, Greg Hole, Dennis Reagan, Melissa Smith and Shane Steimel. Absent: Brian Gott and Adam Shepherd
Pledge of Allegiance
Prayer

- **MINUTES**

- The Chair entertained a motion to approve the minutes of the June 13, 2022, School Board Meeting.

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion), Vote: 5-0

- **SPECIAL PRESENTATIONS/RECOGNITIONS**

- Superintendent Ramey recognized Don Crawford on his retirement from Western Boone.

- **REPORT**

- Eddie Shei, Director of Maintenance, provided an update on the Thorntown Elementary School Building Project.

ACTION ITEMS

By individual motions, the Board approved/adopted the following items or action.

- **PERSONNEL** All employment recommendations are pending completed satisfactory criminal background history report.
- **Granville Wells**
 - Courtney Wesson – Employment – Assistant Principal effective 2022-2023 school year
ECA
Skylar Parmer – New Teacher Mentor
Kim Myers – RTI Representative
- **Thorntown**
 - Mandy Dudley – Resignation – Technology Integration Coach effective end of 2021-2022 school year
 - Michelle Keene – Employment – Custodian effective July 12, 2022
 - Bethany Montgomery – Employment – Speech/Language Pathologist effective 2022-2023 school year
- **Western Boone**
 - Thomas Zimmerman – Employment – Maintenance Technician effective June 27, 2022
 - Elizabeth Stoops – Change in Position – Full-time to Substitute Custodian effective July 12, 2022
 - Amanda Hankins – Resignation – Life Skills effective May 25, 2022
 - Donald Crawford – Retirement – Maintenance Technician effective July 22, 2022
 - Lauren Wilber – Employment – Assistant Principal effective July 18, 2022
 - Dustin Harrison – Resignation – Social Studies Teacher effective July 31, 2022
 - Michelle Woodall – Employment – Science Teacher effective 2022-2023 school year
 - Kristel Crowder – Change in Hours from 29.75 hours/week to 35 hours/week
- **Western Boone Transportation**
 - Amanda Hankins – Resignation – Sub SP Bus Driver/Bus Monitor effective June 8, 2022
 - Teresa Hunter – Resignation – Bus Driver effective July 4, 2022
 - John McVay – Employment – SP Non CDL/Bus Monitor effective July 12, 2022

- Alynda Neubeck – Change in Position – Sub Bus Driver to Route Bus Driver effective August 1, 2022
- **Western Boone Athletics**
 - Wes Nicley – Varsity Football Volunteer Assistant Coach
 - Ryan Conyer – Varsity Football Volunteer Assistant Coach
 - Kristen Maddox – Junior High Girls Soccer Assistant Coach
 - Jordan Kiger – 8th Grade Volleyball Head Coach
 - Kendra Nicley – 7th Grade Volleyball Head Coach

Motion: Dennis Reagan, Second: Phil Foster, (Discussion), Vote: 5-0

- **BUSINESS**

- **2022-2023 District Goals**
 - Superintendent Ramey recommended the Board approve the 2022-2023 District Goals.

Motion: Phil Foster, Second: Melissa Smith, (Discussion), Vote: 5-0

- **Teacher Appreciation Grants** **BP -3136**
 - Superintendent Ramey recommended the Board approve the Board policy for establishing criteria for distributing the Teacher Appreciation Grant to certified teachers.

Motion: Dennis Reagan, Second: Greg Hole, (Discussion), Vote: 5-0

- **School Lunch Prices**
 - Jane Taylor, Assistant Principal/Food Services Director, recommended the Board approve the School Lunch prices for the 2022-2023 school year as presented.

Motion: Phil Foster, Second: Greg Hole, (Discussion), Vote: 5-0

- **Joint Services and Supply Fund (Cooperative) Agreement for Career and Technical Education**
 - Superintendent Ramey recommended the Board approve the Agreement with West Central Indiana Career and Technical Education.

Motion: Greg Hole, Second: Melissa Smith, (Discussion), Vote: 5-0

- **Astbury Water Technology, Inc.**
 - Eddie Shei, Director of Maintenance, recommended the Board approve Astbury Water Technology, Inc. present the proposal for Comprehensive Operations and Maintenance (O&M) Services for the Onsite Water and Wastewater Treatment Systems.

Motion: Phil Foster, Second: Dennis Reagan, (Discussion), Vote: 5-0

- **School Bus Sale Bid**
 - Kyle Whiteley, Director of Business and Technology, recommended the Board approve/accept the bid from Traders Point Christian Schools to purchase 2009 and 2011 school buses.

Motion: Greg Hole, Second: Dennis Reagan, (Discussion), Vote: 5-0

- **Stipend**

- Superintendent Ramey recommended the Board approve a \$1,500.00 stipend for Ryan Way for cleaning and organizing the shop at Western Boone High School.

Motion: Melissa Smith, Second: Dennis Reagan, (Discussion), Vote: 5-0

- **CLAIMS**

- The Chair entertained a motion to approve the claims for the period of June 13, 2022, through July 18, 2022, as submitted.

Motion: Dennis Reagan, Second: Greg Hole, (Discussion), Vote: 5-0

- **MONTHLY FINANCIAL REPORTS**

- Kristen Dunn, Corporation Treasurer, provided an update on the financial reports of the school corporation.

- **2023 BUDGET WORKSHOP PRESENTATION**

- Kyle Whiteley, Director of Business & Technology, presented the 2023 Budget Workshop. Documents will be posted separately to the corporation website.

- **OTHER**

- **Granville Wells**

- **PERSONNEL** All employment recommendations are pending completed satisfactory criminal background history report.

- **ECA**

Jerzi Koopman – 5th Grade Volleyball Coach

- **Thorntown**

- Kelsey Haney – FMLA – Kindergarten Teacher effective August 9, 2022, to April 10, 2023

- **Western Boone**

- Dustin Oakley – Change in Position – Online Facilitator/Career Coach to Social Studies Teacher effective 2022-2023 school year

Motion: Dennis Reagan, Second: Phil Foster, (Discussion), Vote: 5-0

- **ANNOUNCEMENTS**

- Staff Days – August 8 and August 9, 2022
- First Student Day – August 10, 2022

- **ADJOURNMENT**

Motion: Melissa Smith, Second: Phil Foster, (Discussion), Vote: 5-0

WESTERN BOONE SCHOOLS

VISION STATEMENT

We will be a progressive school community dedicated to excellence in education, holding high expectations for students and staff, and committing our resources and energies toward continuous improvement.

MISSION STATEMENT

We are a partnership of school and community that serves diverse educational needs by providing a safe learning environment that is innovative, competitive, a builder of self-worth, inspiring and fun!

CORE VALUE STATEMENTS

We Value High Quality Instruction
We Value Student Achievement and Maximizing Student Potential
We Value Environments Conducive to Learning
We Value Opportunities for all Students, Developing Well-Rounded Students

2022-23 DISTRICT GOALS

- **Teaching and Learning** – Student success is the product of continual improvement in educational practices.
 - A. Provide specific and ongoing feedback to students to foster greater depth of knowledge and a clear understanding of how to meet learning objectives.
 - B. Analyze assessment data with students to inform differentiated approaches to learning.
- **Staff Growth and Development** – The health and well-being of staff in conjunction with professional learning opportunities aimed at improving instruction are the foundations for student success.
 - A. Develop and implement practical approaches to support students with appropriate coping strategies.
 - B. Increase opportunities to engage in social and family activities to cultivate relationships among staff.
- **Safe and Healthy Environment** – Academic success begins with a safe and secure learning environment where students feel valued.
 - A. Maintain focus on the importance of policies and procedures related to student and staff safety.
 - B. Improve interpersonal relationships through facilitation of conflict resolution.
- **Operations and Support Services** - Adhering to well-developed plans and maintaining fiscal responsibility while meeting the needs of all students in every facet related to the school experience is essential.
 - A. Invest in support staff to improve attendance, performance, and retention.
 - B. Monitor and modify financial practices in response to market conditions.

TEACHER APPRECIATION GRANTS

BP – 3136

The Western Boone County Community School Corporation (WBCCSC) will distribute its Teacher Appreciation Grant monies received from the Indiana Department of Education to the teachers who meet the following criteria:

1. Employed in the classroom or directly provided education in a virtual classroom setting;
2. Received a Highly Effective or an Effective rating on their most recently completed performance evaluation; and
3. Employed on December 1st of the year the Corporation receives the Teacher Appreciation Grant monies.
4. Be present at least 162 days of the school year per the WBCCSC Evaluation Plan.

The School Corporation will distribute its Teacher Appreciation Grant monies as follows:

1. To All Effective Teachers: A stipend as determined by the superintendent
2. To All Highly Effective Teachers: A stipend in the amount of 25% more than the stipend given to Effective teachers

The School Corporation will distribute the stipends within 20 business days of the distribution date by the Indiana Department of Education of the Teacher Appreciation Grant monies to the School Corporation.

LEGAL REFERENCE: I.C. 20-43-10-3.5

Date Adopted: 8/14/17
11/5/18
7/15/19
7/20/20
7/19/21
7/18/22

Western Boone Jr. Sr. High School

1205 N. State Road 75

Thorntown, Indiana 46071

(765) 482-6143 FAX: (765) 482-6146

Principal
Mr. Brent Miller

Assistant Principal
Mrs. Jane Taylor



Assistant Principal
Mr. Christopher Tucker

Assistant Principal
Mr. Jon Compton

July 11, 2022

To: Western Boone County Community Board Members

Rob Ramey: Superintendent

Re: School Lunch Prices for 2022-23 school year

From: Jane Taylor

The school food authority (SFA) is required by federal law to do an annual review of paid lunch equity (PLE). This year the federal government exempt all school from this requirement. It is my recommendation with careful planning that student school lunch prices for the 2022-23 school year to be as follows:

Breakfast \$1.50 for all grades

Lunch \$2.00 for the Elementary school

\$2.50 for the Jr. Sr. High School



**Joint Services and Supply Fund (Cooperative) Agreement
for
Career and Technical Education
Effective July 1, 2022**

This contract signifies agreement on part of the governing bodies of the herein named public school corporations of the State of Indiana to modify the earlier West Central Indiana Career and Technical Education Cooperative Agreement in order to engage in the joint employment of personnel and joint purchases of supplies, equipment and facilities to provide programs and services for high school students in career and technical education.

The participating school corporations are:

Crawfordsville Community School Corporation (LEA)
North Montgomery Community School Corporation
South Montgomery Community Schools
Western Boone County Community Schools

This contract signifies agreement on the part of the governing bodies of the participating public school corporations of the State of Indiana to engage in the joint employment of personnel and joint purchases of supplies, equipment, and facilities to provide programs and services for career and technical education.

WHEREAS, all or some of the participating school corporations are in possession of facilities and equipment used for career and technical education programs, and

WHEREAS, all or some of the participating school corporations are desirous for some of their students to participate in joint career and technical education programs begin offered by all or some of the participating school corporations subscribing to this contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties jointly and severally agree as follows:

Definitions. Whenever used in this contract,

- (a) "School Corporation" shall mean any public school corporation established by and under the laws of the State of Indiana participating in this agreement.
- (b) "Executive Board" shall mean a board composed of the superintendent or designated representative from each school corporation participating in this agreement.
- (c) "Administrative and Fiscal Agent or LEA" shall mean the governing body of the school corporation designated by the Executive Board as the administrative and fiscal agent for the area programs.

- (d) "Career and Technical Education" shall mean any education the controlling purpose of which is to fit an individual for profitable employment and/or further education.
- (e) "School Year" shall mean the period of time from July 1 of each year through June 30 of the following year.
- (f) "Sending Corporation" shall mean a school corporation which has students enrolled in a career and technical education programs operated by another school corporation.
- (g) "Operating Corporation (or Host Corporation)" shall mean a school corporation which operates joint programs and permits students from other school corporations to enroll in said programs.
- (h) "Participating Corporation" shall mean a school corporation which is a party to this agreement.
- (i) "Joint Program" shall include any career and technical program operated by an individual school corporation and attended by students from two (2) or more school corporations.

Article I. Authority of the Agreement

This agreement is entered into pursuant to the provisions of IC 20-26-10 which authorizes two or more local school corporations to engage in joint programs for joint purchases and/or for the joint employment of personnel.

Article II. Scope of the Program

It shall be the primary purpose and intent of this joint service agreement to provide for the area administration and operation of joint programs in career and technical education in accordance with state regulations, Comprehensive Local Plan (federal) and policies established by the Executive Board. Current joint programs (programs serving student from two (2) or more school corporations), as of July 1, 2022 including the following:

- Auto Services Technology
- Business Administration
- Cosmetology
- Criminal Justice
- Cybersecurity
- EMT
- Fire & Rescue
- Construction Technology HVAC
- Health Science Education II: Pharmacy
- Precision Machining
- Pre-Nursing
- Radio/Television
- Welding Technology

Article III. Administrative Provisions

Part A. Administering School Corporation

The administering school corporation (local educational agency or LEA) for the West Central Administrative Budget and District 23 Comprehensive Local Plan shall be the Crawfordsville Community School Corporation. As administrative and fiscal agent for the joint service program, it shall maintain the Joint Service and Supply Fund for each funding source and receive and disburse in accordance with recommendations of the Executive Board and its Director.

Part B. Division

The West Central Indiana Career and Technical Education Cooperative shall be operated as one Division. The programs operated as joint area programs shall be operated in accordance with the recommendations and policies set out by the Executive Board.

Part C. Executive Board

The Executive Board shall be composed of the superintendent (or designee) from each of the four (4) corporations that comprise the West Central Indiana Career and Technical Education Cooperative. The basic functions of the Executive Board shall include: hiring, evaluation, financial oversight and final budget approval, dismissal of administrative office staff members employed under the joint agreement, approval of the administrative, joint programs and Comprehensive Local Plan (federal) budgets, review the need for expanding, modernizing or eliminating career and technical education programs, and adoption of other policies and provisions necessary for the operation of career and technical education programs and services through the cooperative.

One (1) member of the Executive Board shall be appointed as President whose primary responsibilities are to: work closely with the Director and LEA Superintendent as needed; conduct/facilitate meetings of the Executive Board; represent Executive Board or appoint other representatives as needed for special committees; coordinate the annual evaluation of the Director; and, serve on the budget and/or other special committees which may be needed to carry out the intent of this agreement.

The Executive Board shall meet regularly at a location determined by the members. Each participating school corporation shall have one vote in matters pertaining to the Executive Board. A quorum of three (3) members of the Executive Board members (or their designee) must be present to conduct official business. In conducting business of the Executive Board, a binding vote will be the majority vote of the members (or their designee) in attendance and voting. Regarding annual budgets three (3) out of the four (4) school corporations must approve.

Part D. Staff Personnel

The matter of recruitment, screening and possible dismissal of West Central office staff members employed under the joint agreement shall be the initial responsibility of the Executive Board to the LEA. These staff members are listed below:

Director of Career and Technical Education – Full-Time Position
Career and Technical Education Program Coordinator – Full-Time Position
Student and Stakeholder Engagement Specialist – Full-Time Position (100% funded by Perkins)

Part E. Director of Program

The director is responsible to the Executive Board. This person shall report to this governing board on a regularly scheduled basis. The director shall have the authority of an assistant superintendent in all matters pertaining to career and technical education. The director shall be compensated and shall abide by the personnel policies and procedures adopted by the Crawfordsville Community School Corporation.

The Director shall perform all duties as set forth in a job description provided by the Executive Board.

Part F. Program Coordinator

The Program Coordinator shall:

1. Provide support to all career and technical education programs and collaborate with other staff to coordinate activities to allow students exposure to career and technical education opportunities.
2. Work with the Director and instructors to carry out program and district goals.
3. Maintain files related to InTERS, student transportation, National Technical Honor Society, and other reports and activities for the district.
4. Perform other duties as assigned by director.

Part F. Student and Stakeholder Engagement Specialist (Perkins funded position)

The Student and Stakeholder Engagement Specialist shall:

1. Serve as a liaison between businesses, community partners, students, families, partner schools and district to establish and strengthen relationships.
2. Enhance the positive image of West Central IN CTE, local and district programs, and partner schools while also creating opportunities for students both during their secondary education and beyond.
3. Perform other duties as assigned by director.

Article IV. Student Eligibility

- a. West Central Indiana Career and technical Education programs are available to all students meeting enrollment criteria, regardless of sex, gender, race, creed, religion or national origin.
- b. A student shall be determined by the principal (or designee) to be eligible for a joint career/technical program that: 1) pre-requisites, if any, have been met; 2) high school plan, requirements and schedule permits such enrollment; 3) designated student fees have been paid; 4) appropriate transportation is provided or available to the student; and, 5) space is available.
- c. Students from sending school corporations may attend the career and technical education programs of an operating corporation according to the program requirements and shall spend any remainder of their daily educational program in their own sending school corporation. Under certain circumstances, sending school students may enroll in academic classes offered by the school operating that student's career and technical education program.

- d. Each student of a sending corporation attending the operating corporation's career or technical programs shall be considered as a full-time student of the sending school corporation for any and all purposes. Such students, however, shall be subject to the rules and regulations of the operating corporation and/or the West Central Career and Technical Educational Cooperative while in attendance at a career or technical education program.
- e. It shall be the responsibility of each sending school corporation to select those students who are to attend the operating corporation's career and technical education programs.
- f. Acceptance of students from other school corporations. After all member school corporations have been given an opportunity to enroll students in a given program, the operating school corporation for a program may enroll students from other school corporations to fill any remaining slots provided that conditions 1-4 are met:
 - 1. The student must be enrolled at a school corporation that is a member of another Career and Technical Education Area District as assigned by the State of Indiana.
 - 2. Prior to enrollment, the appropriate Director and/or Governing Board President as well as the student's home school corporation must approve of the special arrangement.
 - 3. Students from other corporations enrolled on official DOE count day shall be billed an annual tuition rate calculated as follows: Total budgeted program cost per student as approved by the Executive Board plus \$1000 for administration and overhead. Tuition for these students will be billed by September 1st of each school year. Revenue received from other corporations for these students will be deducted from the appropriate budgets (administrative and joint program) and reflected in the final program billing for a given school year.
 - 4. Once accepted for enrollment, students will be subject to the same rules, regulations, calendar, and other requirements established by the "host" school corporation for our own students.

Article V. Transportation

It shall be the responsibility of the sending school corporation to determine local policies regarding student transportation to and from joint career and technical education programs.

Article VI. Financial Provisions

Part A. Equal Shares of Administrative Budget

Personnel costs, benefits, office supplies, contractual services, communications, travel, equipment, etc. for the Administrative Office will be purchased through the Joint Service and Supply Account.

Each participating school corporation will be obligated to pay ¼ of the joint services and supply fund (administrative budget). The net cost to each school corporation shall be determined in the following manner:

| | |
|--|--|
| Amount of Approved Administrative Budget | |
| Less: | Administrative Deductions from Applicable Grants |

| | |
|---------|--|
| Plus: | Supplemental Administrative Cost by LEA |
| Plus: | Over expenditure of Administrative or Federal Budget |
| Equals: | Net Total Cost of Administration Divided by four (4) |
| Equals: | Cost per School Corporation (billed by LEA) |

Part B. Joint Program Budgets

For joint programs, all costs of programs (with budgets approved by Executive Board) shall be billed to sending school corporations depending upon total program enrollment by LEA. The net cost to each school corporation shall be determined in the following manner:

| | |
|----------------|---|
| | Amount of Approved Joint Program Budget |
| Divided by: | Number of Students Enrolled |
| Equals: | Net Total Cost per Student |
| Multiplied by: | Total Enrollment of Students from Sending School Corporations |
| Equals: | Cost per School Corporation (billed by LEA) |

Joint Program Billing

It is the responsibility of the LEA to bill the sending school corporations according to the following billing schedule:

| | |
|------------------|--|
| Initial Invoice: | September 1, 2022 (due October 15, 2022) |
| Second Invoice: | February 1, 2023 (due March 15, 2023) |
| Reconciliation: | no later than June 30, 2023 (if program over expends approved budget, final payment will be due July 31, 2023; credits for underspent programs will be sent no later than July 31, 2023) |

Personnel Costs Incurred by Host Corporations

It is the responsibility of the Host Corporation to submit a reimbursement of personnel expenses to the LEA with supporting documentation of actual cost expended. Reimbursement requests should be submitted no less than on a bi-monthly basis. Final reimbursement requests for the 2022-23 school year should be submitted no later than May 31, 2023 and should account for personnel costs to be paid out through the end of the teacher's contract with the Host School. All payments will be issued after approval by the LEA's School Board of Trustees.

Part C. Contracted Program (Cosmetology)

As approved through Executive Board action, Director will negotiate an agreement and costs on an annual basis and present recommendations to the board. Superintendents (or designee) from school corporations sending students to the cosmetology program shall approve payment amounts on an annual basis.

Article VII. Duration of Agreement

This agreement shall become effective when signed by each participating school corporation superintendent (or designee) and shall replace all previous agreements for West Central Indiana Career and Technical Education cooperative. This agreement shall remain in effect until such time as it is revoked by each respective school corporation. Revocation of the agreement by any given school corporation does not make the agreement any less binding on the remaining participating school corporations.

Withdrawal from the agreement by any participating school corporation may be done following the close of a given school year provided that notification of withdrawal has been given to the administering corporation by April 1 of the year prior to the withdrawal. (This in effect makes a fifteen month notice of withdrawal.) Requests to withdraw from the agreement must be submitted to each participating board by January 1 prior to the April 1 deadline of notification of withdrawal.

Article VIII. New Members

Any school corporation wishing to become a member of the West Central Career and Technical Education cooperative may do so by filing an application with the Executive Board by January 1 proceeding the school year when the membership will take effect. Upon receipt of the application, the Executive Board shall vote to determine whether to accept the applicant school corporation. Such corporation shall be admitted to the West Central Indiana Career and Technical Education Cooperative only after three (3) out of Four (4) affirmative votes of the Executive Board.

Article IX. Amendments to Agreement

Amendments to the agreement, except with regard to its duration, may be made at any time when written and subscribed to by each participating school corporation.

Article X. Execution of Agreement

This agreement is executed for and on behalf of the Board of School Trustees of each participating school corporation by its respective superintendent (or designee), each of whom has been authorized by their respective boards.

| <u>School Corporation</u> | <u>Superintendent</u> | <u>Date</u> |
|--|-------------------------------|-------------|
| Crawfordsville Community School Corp.(LEA) | _____ Dr. J. Scott Bowling | _____ |
| North Montgomery Community School Corp. | _____ Dr. Colleen Moran | _____ |
| South Montgomery Community Schools | _____ Dr. Chad Cripe | _____ |
| Western Boone County Community Schools | _____ Mr. Rob Ramey | _____ |



Astbury Water Technology, Inc.
Thomas B. Astbury, Vice President – Business Development

June 30, 2022

Via Electronic Mail

Mr. Eddie Shei
Director of Maintenance
Western Boone County Community School Corporation
1201 North State Road 75
Thorntown, Indiana 46071

Dear Mr. Shei:

SUBJECT: Comprehensive Water and Wastewater Treatment System O&M Services Proposal

Astbury Water Technology, Inc. (Astbury) is pleased to present to you our proposal for Comprehensive Operations and Maintenance (O&M) Services for the Onsite Water and Wastewater Treatment Systems serving the Western Boone County Community School Corporation (Western Boone) campus in Thorntown, Indiana. By partnering with Astbury, you will benefit from the following:

- Decades of experience operating and maintaining small to mid-size water and wastewater treatment systems, enabling recommendations for cost-effective repairs and upgrades to maintain compliance and improve efficiency.
- Good working relationship with Indiana Department of Environmental Management (IDEM) and well known for integrity and commitment to ensuring system reliability and environmental compliance.
- Strong area presence with multiple water and wastewater operators and maintenance technicians to ensure “sick” and “vacation” days are covered by cross-trained personnel, and emergency service calls are dealt with promptly.
- Managerial staff closely reviews treatment system performance data to identify potential issues before they become problems.
- In-house maintenance staff and access to treatment chemicals and equipment guarantees necessary supplies, repairs, or upgrades in cost-effective manner.

Astbury is proposing the scope of work:

1. Provide an Indiana licensed WT-3, DSS Water Operator and Class I Wastewater Operator to serve as the Operator of Record for the water and wastewater treatment systems, including site visitation five (5) days per week. Primary Operator downtime (i.e., sick and vacation days) to be augmented by cross-trained personnel.

Headquarters Office/Lab
5940 West Raymond Street
Indianapolis, Indiana 46241
Office: 317-328-7153 x111
Cell: 317-828-1534
Fax: 317-290-1670
tastbury@astburygroup.com
AstburyWater.com

Northwest Regional Office/Lab
South Haven Sewer Works
305 West 700 North
Valparaiso, Indiana 46385
Office: 219-364-8375
Fax: 219-364-8386

Northeast Regional Office/Lab
601 West 400 North
Angola, Indiana 46703
Office: 260-668-8900
Fax: 260-668-8900

Southern Regional Office/Lab
2500 Lincoln Drive, Suite A
Clarksville, Indiana 47129
Office: 812-282-8481
Fax: 812-282-8554



2. Personnel available during site visits to cross-train select Western Boone staff to gain necessary knowledge and experience to sit for Indiana Water and Wastewater certification examination.
3. Tools, equipment, and vehicles necessary to perform routine operations and maintenance tasks.
4. Laboratory analysis, including Quality Assurance and Quality Control (QA/QC), as required by the wastewater treatment system National Pollution Discharge Elimination System (NPDES) Permit (IN0041157) to be performed offsite at our state-certified laboratory in Indianapolis, Indiana, including:

| Parameter (Location): | Frequency: | Type: |
|--|------------|----------------|
| Total Suspended Solids (Influent, Secondary, Effluent) | Weekly | Grab/Composite |
| cBOD (Influent, Effluent) | Weekly | Grab/Composite |
| Ammonia-Nitrogen (Influent, Secondary, Effluent) | Weekly | Grab/Composite |
| E. coli (Effluent, Seasonal) | Weekly | Grab |

5. Onsite (field) testing at wastewater treatment system to be performed utilizing company-owned equipment, including:

| Parameter (Location): | Frequency: | Type: |
|---|--------------|-------|
| pH (Final Effluent) | Twice Weekly | Grab |
| pH (Mixed Liquor, Digester) | As Necessary | Grab |
| Settleabilities (Mixed Liquor, Return Sludge) | Twice Weekly | Grab |
| Settleabilities (Digester) | As Necessary | Grab |
| Temperature (Mixed Liquor, Digester) | As Necessary | Grab |
| Dissolved Oxygen (Mixed Liquor, Final Effluent) | Twice Weekly | Grab |
| Dissolved Oxygen (Digester) | As Necessary | Grab |

6. Onsite (field) testing at water treatment system to be performed utilizing company-owned equipment, including:

| Parameter (Location): | Frequency: | Type: |
|--|------------|-------|
| Chlorine (Free & Total: Tap) | 5x/Week | Grab |
| Chlorine Residual (Free & Total: Distribution) | 5x/Week | Grab |
| pH (Finished) | 5x/Week | Grab |
| Iron (Raw & Finished) | 5x/Week | Grab |

7. Perform operations and maintenance tasks, including: (i) adjusting wastewater activated sludge return rates, air distribution, and sludge wasting; (ii) adjusting water chemical feeds and filter backwashing; (iii) routine site maintenance; and (iv) perform routine preventative maintenance on water/wastewater system equipment, including blower oil changes, grease application, and belt replacement.



8. Personnel to monitor: (i) water treatment system to ensure proper function of all components, including pressure tanks, filters, wells, pumps, and distribution system; and (ii) wastewater treatment system to ensure proper function of all components, including blowers, bar screen, air headers/diffusers, pumps, chlorine disinfection unit, and flow meter.
9. Troubleshoot any operational issues and monitor water and wastewater treatment system performance data.
10. Manage outside contractors providing wastewater treatment facility sludge removal, specialized repairs, and chemicals. (Emphasis to be placed on minimizing sludge removal costs through efficient sludge "wasting" procedures and best practices.)
11. Daily flow meter readings to be completed in addition to required monthly IDEM reports for both the water and wastewater treatment systems.
12. Correspond with regulatory authorities regarding any operational issues as necessary.
13. For the water treatment system (Public Water Supply Identification No. IN2060808), Astbury to collect samples as required by Standard Monitoring Framework (SMF) for transportation to our laboratory for analysis. Due to staggered monitoring intervals, analysis of these samples to be invoiced separately from Base Monthly Fee.
14. Personnel available to administer Boil Water Advisories and other emergencies as necessary.
15. Astbury to offer (as necessary) recommendations for treatment system upgrades, repairs, or modifications. Particular attention will be paid to projects that result in cost savings, or those that enhanced safety, compliance, and/or reliability.

Western Boone to be financially responsible for the following items:

1. Sludge removal and disposal;
2. Consumables, including treatment chemicals and field testing reagents;
3. Ground maintenance, including mowing and snow removal;
4. Building and fence maintenance;
5. Special projects and equipment/infrastructure upgrades, repairs, and replacements;



6. Permits and permitting expenses; and

7. Utilities and refuse disposal.

The tables below summarize our terms and pricing schedule under this proposal:

| Item: | Notes: | Fee Structure: |
|---|---|---|
| Term of Agreement | Two (2) years from July 25, 2022 | N/A |
| Base Monthly Fee | Routine Operations and Maintenance; amount to be adjusted annually in accordance with Consumer Price Index (Details in Exhibit A). *Amount includes \$1,271.48/Month currently paid for Wastewater Treatment System Laboratory Analysis | \$5,240.00/Month* |
| Service Calls | Service Calls during Business Hours (8:00 AM to 5:00 PM, Monday-Friday, excluding Federal Holidays) subject to \$85.00 per hour. Service Calls outside Business Hours subject to \$95.00 per hour. Two (2) hour minimum; mileage included in hourly rate. | \$85.00/Hour (Business Hours); \$95.00/Hour (Outside Business Hours); Mileage Included, Two (2) Hour Minimum |
| Specialized Repairs and Maintenance | Western Boone reserves the right to solicit bids from other contractors, or perform work in-house | Pre-Quoted |
| Management of Special Projects | Western Boone reserves the right to solicit bids from other contractors, or perform work in-house | \$95.00/Hour |
| NPDES Permit Renewal | National Pollution Discharge Elimination System (NPDES) permit renewal (required once/five years), includes IDEM permit fee | \$750.00 |
| Effluent Flow Meter Calibration | Required annually for effluent flow meter (WWTP) | \$500.00 |
| Subcontractors, Supplies, and Equipment | Specialized services from subcontractors, supplies, and equipment subject to cost plus 15% | Cost Plus 15% |
| Consumer Notices of Lead & Copper Results | | \$250.00 |
| Standard Monitoring Framework Testing Waivers | | \$250.00 |



For the water treatment system, Astbury will collect samples as required by Standard Monitoring Framework (SMF) for transportation to our laboratory for analysis. Due to staggered monitoring intervals, analysis of these samples will be invoiced separately from the Base Monthly Fee as detailed in the below table:

| Parameter: | Unit Price: | Frequency: |
|--|-------------|------------|
| Total Coliform (Potability) | \$40.00 | SMF |
| Lead and Copper | \$38.00 | " |
| HAA5 (Disinfection Byproducts) | \$250.00 | " |
| TTHM (Disinfection Byproducts) | \$180.00 | " |
| Nitrate | \$25.00 | " |
| Nitrite | \$25.00 | " |
| Inorganic Compounds (IOCs) | \$275.00 | " |
| Volatile Organic Compounds (VOCs) | \$175.00 | " |
| Synthetic Organic Compounds (SOCs) | \$1,450.00 | " |
| Gross Alpha | \$75.00 | " |
| Radium | \$150.00 | " |
| Notes: (i) All unit pricing includes IDEM report preparation and reporting; (ii) SOC price includes Glyphosate; and (iii) Potability samples analyzed outside Business Hours are \$50.00 per sample with \$200.00 minimum. | | |

We are very excited to provide Western Boone with our Comprehensive O&M Services, which cost \$3,969 per month more than the wastewater treatment system laboratory analysis we currently provide. When compared against the cost of hiring an employee to perform this scope of work, including PTO, health insurance, and other overhead, we believe this presents a compelling value.

Best regards.

Thomas B. Astbury

Attachment: Authorization to Proceed and Acceptance of Terms and Conditions
Exhibit A: Terms and Conditions

ASTBURY WATER TECHNOLOGY, INC.
www.AstburyWater.com

BUCKTHORNE PUBLIC SERVICE
www.BuckthornePS.com



**AUTHORIZATION TO PROCEED AND
ACCEPTANCE OF TERMS AND CONDITIONS**

CLIENT: Western Boone County Community School Corporation

AUTHORIZED REPRESENTATIVE: Mr. Eddie Shei
Director of Maintenance
1201 North State Road 75
Thorntown, Indiana 46071
Eddie.Shei@webo.k12.in.us

ENGAGEMENT: **Comprehensive Water and Wastewater Treatment
System O&M Services**

DATE OF PROPOSAL: June 30, 2022

By my signature below, I authorize Astbury Water Technology, Inc. to perform the Scope of Work detailed in its Proposal in exchange for the fees set forth therein subject to the **Terms and Conditions** attached hereto as **Exhibit A**.

Signature of Authorized Representative

Title

Name Printed

Date



EXHIBIT A **Terms and Conditions**

Definitions: When used herein, the terms "Astbury", "we", "us", and "our" refer to Astbury Water Technology, Inc., and the terms "you", "your", "he", "his", "it", and "its" refer to Client as that term is defined on the Authorization to Proceed and Acceptance of Terms and Conditions. The term "Agreement" refers to the Client's acceptance of Astbury's Proposal and these Terms and Conditions, which constitute an enforceable contract between the Parties.

Scope of Work: Client desires that Astbury perform the Scope of Work detailed in the foregoing Proposal (hereby incorporated by reference in its entirety) in exchange for the fees set forth therein as accepted by Client's Authorized Representative.

Compensation: All invoices are payable net thirty (30) days. Unless otherwise stated, the Base Monthly Fee and/or Base Quarterly Fee and/or any other fixed fees recurring on a routine basis set forth in this Agreement are subject to increase annually at a rate proportional to any increase reflected in the most recently available Consumer Price Index for all Urban Consumers (CPI-U) for the US City Average for all Services, as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or equivalent index should the CPI-U be unavailable for any reason. Unless otherwise stated, Astbury's List Pricing for services provided outside of the Scope of Work and/or invoiced separately from the Base Monthly Fee and/or Base Quarterly Fee and/or any other fixed fees recurring on a periodic basis are subject to reasonable adjustment at Astbury's discretion.

Term: This Agreement is effective for a term of two (2) years beginning on **July 25, 2022**.

Termination: This Agreement may be terminated for cause upon sixty (60) days prior written notice. "For Cause" is defined as a failure to cure any default under this Agreement after thirty (30) days prior written notice of the default. If this Agreement is terminated for any reason, compensation due to Astbury shall be prorated to the effective date of termination.

Entry onto Property: Client shall provide entry to Astbury its agents, staff, and consultants for the purpose of performing the Scope of Work provided under this Agreement. Client represents that it possesses all necessary permits and licenses required for the performance of these services.

Warranties: Astbury represents that it has the ability to perform the Scope of Work as provided in its Proposal. Astbury represents and warrants that it will perform all of its duties, functions and obligations under this Agreement in a non-negligent manner and with due diligence and that it has necessary knowledge of, as applicable, Client's facility, Client's permit requirements, and the applicable laws and regulations, and the requisite experience and staff, to maintain Client's facility in compliance with the Applicable Regulations. This representation is subject to any material changes of conditions, specifically including new laws or regulations or different permit limits and requirements hereinafter enacted.

Disclaimers: Except as stated and provided, Astbury expressly disclaims any warranties or representations, direct or indirect, that performing its Scope of Work guarantees that Client's facility will be of a quality or quantity required to comply with any laws, rules, regulations or orders of any state or federal agencies or any other governmental or administrative body having jurisdiction over the facility and its operations, now or hereinafter enacted. So long as Astbury does not materially breach these provisions of this Agreement, any fines levied or the costs of any other enforcement action taken against Client, including any damages and costs attributed directly or indirectly thereto, shall be the financial responsibility of Client.



Insurance: Client shall continue to carry, provide and pay for all fire, general casualty and public liability insurance insuring Client's facility, the Systems, and Client from and against all damage claims incurred casualties or public liability/property damage. Astbury shall carry Worker's Compensation coverage as required by statute and comprehensive general liability insurance covering Astbury and its employees and any subcontractors retained by Astbury, if any, and naming Client in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with an excess/umbrella policy totaling \$11,000,000 per occurrence and in the aggregate consistent with the certificate of insurance provided and presumed accepted as compliant by Client.

Notices: All notices required or permitted under provisions of this Agreement shall be in writing and shall become effective only when delivered by certified or registered mail, return receipt requested, to the following addresses.

Astbury Water Technology, Inc.
Attn: Chrissy Astbury, General Counsel
5940 West Raymond Street
Indianapolis, Indiana 46241
castbury@astburygroup.com

or

Authorized Representative as that term is defined on the Authorization to Proceed and Acceptance of Terms and Conditions.

Such addresses may be changed by notice so given.

Governing Law and Forum Selection: Indiana law governs this Agreement and all matter arising under or relating to this Agreement or the services described by it. A party shall bring any suit arising out of or relating to this Agreement in the Marion Superior Court, Civil Division 1, Commercial Court Docket in Marion County, Indiana.

Attorneys' Fees and Collection Costs: In the event of a default by either party and the other refers the matter to an attorney or collections agency, the party found to be in default agrees to pay, in addition to all amounts due (including but not limited to interest at the statutory rate), any and all costs and expenses incurred by the prevailing party exercising its rights or remedies under this Agreement, including but not limited to reasonable attorney's fees, courts costs, and collections agency fees.

Integration: This Agreement and the documents attached hereto and incorporated herein, specifically including the Proposal and the Authorization to Proceed and Acceptance of Terms and Conditions, constitute the complete, exclusive, and final agreement between the Parties and supersedes all prior proposals, negotiations, representations, warranties, commitments, agreements, or other communications, whether written or oral, between the Parties with respect to the subject matter of this Agreement. No provision of this agreement may be changed, modified, waived, discharged, or terminated except by written instrument signed by the party against whom the enforcement is sought.

Severability: If any provision in this Agreement is declared to be unenforceable by a court of competent jurisdiction, that provision is deemed severed and the other provisions in this Agreement will remain in effect. Notwithstanding the previous sentence, the court can reform the unenforceable provision to the minimum extent necessary to render the provision enforceable according to its original business purpose.



Survival: The provisions of this agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

Captions: The captions in this agreement are for convenience of reference only and shall not define or limit any provision of this agreement.

EDUCATION & OPERATION FUND COMPARISON REPORT

As of June 30, 2022, the Education Fund cash balance was \$3,256,853. The Education Fund expenditures for June 2022 were \$744,424. As of the end of June 2022, a total of 45% of the 2022 appropriation was expended.

As of June 30, 2022, the Operation Fund cash balance was \$3,122,737. The Operation Fund expenditures for June 2022 were \$325,281. As of the end of June 2022, a total of 40% of the 2022 appropriation was expended.

Western Boone County Community School Corporation has investments in the form of various interest-bearing accounts and deposits with financial institutions and has earned interest as follows:

| <u>Financial Institution</u> | <u>2022 YTD Interest Earned</u> |
|------------------------------|---------------------------------|
| Home National Bank | \$11,510.78 |

On Monday, June 27, 2022, with the authority of the Board of Trustees granted by a resolution on February 14, 2022, the corporation treasurer transferred \$853,587.22 from the Education Fund to the Operations Fund for Operation Fund expenditures that in prior years were General Fund Expenditures.

FYI: The June 2022 - Fund, Appropriation, and Revenue Reports are posted to the School Board Document Site