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BOARD MINUTES BOARD MEETING ADMINISTRATION BUILDING November 13, 2023 7:00 P.M.

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

Shepherd

Pledge of Allegiance

Prayer

## • MINUTES

• The Chair entertained a motion to approve the minutes of the October 9, 2023, School Board Meeting.

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion), Vote: 6-0

#### REPORT

#### **■ TEACHER CONTRACT – Public Hearing**

• The board president entertained a motion to open the Teacher Contract Hearing

Motion: Dennis Reagan, Second: Greg Hole, (Discussion), Vote: 6-0

• The board president entertained comments regarding the Teacher Contract

No public comment was provided.

The board president entertained a motion to close the Teacher Contract Hearing

Motion: Brian Gott, Second: Dennis Reagan, (Discussion), Vote: 6-0

## SUPERINTENDENT CONTRACT – Public Hearing

• The board president entertained a motion to open the Superintendent Contract Hearing

Motion: Phil Foster, Second: Melissa Smith, (Discussion), Vote: 6-0

The board president entertained comments regarding the Superintendent Contract

No public comment was provided.

The board president entertained a motion to close the Superintendent Contract Hearing

Motion: Brian Gott, Second: Dennis Reagan, (Discussion), Vote: 6-0

#### **ACTION ITEMS**

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

• <u>PERSONNEL</u> All employment recommendations are pending completed satisfactory criminal background history report.

#### • Granville Wells

- Jill Wichman Employment Temporary Contract Life Skills Teacher effective November 6, 2023
- Amanda Cavins Change in Position Life Skill Instructional Assistant to Lead Instructional Assistant effective October 25, 2023, to November 7, 2023
- Amanda Cavins Life Skill Teacher effective November 8, 2023



- Sheila McDonald Employment Life Skills Instructional Assistant effective October 25, 2023
- Kim Bloss Resignation Instructional Assistant effective December 22, 2023

#### Thorntown

- Brenda Gillum Resignation Media Teach Assistant effective October 10, 2023
- Maleigh Lough Employment 4 th Grade Full-time Substitute Teacher effective December 4, 2023

#### **ECA**

Rustin Ewards – 5<sup>th</sup> Garde Volunteer Boys Basketball Coach Katelynn Parr – 5<sup>th</sup> Grade Girls Basketball Coach

#### • Western Boone

- Deborah Griffin Employment Custodian effective October 24, 2023
- Teresa Hobbs Resignation Cook effective November 3, 2023
- Tamera Milliser Resignation Cook effective November 10, 2023
- Katie Salaba Resignation Language Arts Teacher effective December 22, 2023

#### • Western Boone Athletics

- Kiara Conley 8th Grade Boys Basketball Assistant Coach
- Brady Click 6<sup>th</sup> Grade Boys Basketball Assistant Coach
- Jessica Gearheart Junior High Assistant Swimming & Diving Coach
- Kurt Baird Varsity Boys Golf Head Coach

#### • Western Boone Transportation

- Kayla Rigdon Resignation Bus Driver effective October 27, 2023
- Ashland Richardson Employment Bus Driver effective October 30, 2023

Motion: Greg Hole, Second: Brian Gott, (Discussion), Vote: 6-0

## • BUSINESS

#### 2023-2024 Teacher Contract

Superintendent Ramey recommended the Board approve the 2023-2024 Teacher master contract.

Motion: Dennis Reagan, Second: Greg Hole, (Discussion), Vote: 6-0

#### • Administration Contracts

Superintendent Ramey recommended the Board approve the Administrative 2023-2025 extended contracts

Motion: Brian Gott, Second: Melissa Smith, (Discussion), Vote: 6-0

#### • ECA – Non-Bargaining Unit

 Superintendent Ramey recommended the Board approve a 5% increase in stipends for Varsity Girls Basketball coach, Varsity Boys Basketball coach and Varsity Football coach

Motion: Brian Gott, Second: Dennis Reagan, (Discussion), Vote: 6-0

#### Corporation Health Insurance Contribution Increase

Superintendent Ramey recommended the Board approve the Health Insurance Increase for the Corporation contribution for certified and non-certified to \$7,500 (single) and \$12,000 (family) starting with pay on November 22, 2023.

Motion: Phil Foster, Second: Brian Gott, (Discussion), Vote: 6-0



## Lebanon Western Boone Joint Services Agreement 2024-2025

 Superintendent Ramey recommended the Board approve the Lebanon Western Boone Joint Service Agreement for Special Education that provides services to students with disabilities.

Motion: Greg Hole, Second: Dennis Reagan, (Discussion), Vote: 6-0

#### Bus Purchase

Lisa Pearson, Director of Transportation, recommended the Board approve purchase of one IC, 66 capacity conventional lift diesel and one IC/Collins, 14 capacity gas special purpose bus (SP) from Midwest Transit utilizing the fall 2023CIESC bid sheet and following our School Bus replacement plan.

Motion: Brian Gott, Second: Melissa Smith, (Discussion), Vote: 6-0

#### Thorntown Library Board of Trustees

• Superintendent Ramey recommended approve the reappointment of Charles Behrens to the Thorntown Library for Jefferson Township.

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion), Vote: 6-0

#### Out of State/Overnight Field Trip

- Superintendent Ramey recommended the Board approve the following field trip request for:
  - Makayla Smith FFA Trafalgar, IN November 17, 2023, to November 19, 2023.

Motion: Brian Gott, Second: Greg Hole, (Discussion), Vote: 6-0

## • Non-Resident Students

- Superintendent Ramey recommended the Board approve the following Non-Resident Students:
  - Alexis Boggs Western Boone, Grade 10<sup>th</sup>, 2023-2024 school year.
  - Keygan Tyree Western Boone, Grade 10, 2023-2024 school year.
  - Alyssia Rose Western Boone, Grade 9th, 2023-2024 school year.

Motion: Phil Foster, Second: Dennis Reagan, (Discussion), Vote: 6-0

#### Donations

- Superintendent Ramey recommended the Board approve the following Donations:
  - Western Boone High School Athletics received the following Gym Wall Sponsorship.
    - The Farmers Bank \$500.00
    - Ashcraft & Wong Orthodontics \$1,000.00
    - Blue Haven Pools of Indiana, Inc \$500.00
    - Parr Richey Frandsen Patterson Kruse \$500.00
    - Glowhous \$500.00
    - Riner Enterprises \$500.00
    - Braner Investment Group, LLC \$1,500.00
    - Keyes Excavators, Inc. \$1,500.00
    - Meridian Title \$500.00
    - Hawkins Flooring and Tile Inc. \$500.00
    - RC Rich, LLC \$500.00
    - Collins Equipment \$1,000.00
    - Ken's Foods, Inc. \$1,000.00
    - Indianapolis Ave Wash & Dry, LLC \$500.00
    - Boone REMC \$500.00
    - Jackson IG, LLC \$1,500.00



The Chair entertained a motion to approve the claims for the period of October 9, 2023, through November 13, 2023, as submitted.

Motion: Brian Gott, Second: Dennis Reagan, (Discussion), Vote: 6-0

## MONTHLY FINANCIAL REPORTS

Kyle Whiteley, Director of Business and Technology, provided an update on the financial reports of the school corporation.

#### OTHER

- PERSONNEL
- Western Boone
  - Ryan Way FMLA Industrial Technology Teacher effective October 30, 2023, to November 20, 2023
  - Britney Warner Employment Language Arts Teacher effective December 4, 2023

Motion: Greg Hole, Second: Melissa Smith, (Discussion), Vote: 6-0

## ANNOUNCEMENTS

Western Boone School Corporation – Thanksgiving Break November 23, 2023 and November 24, 2023

## ADJOURNMENT

Motion: Brian Gott, Second: Dennis Reagan, (Discussion), Vote: 6-0				
	E-IMMATE			
		,		

## JOINT SERVICE AGREEMENT OF LEBANON WESTERN BOONE JOINT SERVICES

This Joint Service Agreement of Lebanon Western Boone Joint Services ("Agreement"), executed on the dates set forth below with an effective date of July 1, 2024 by and between Lebanon Community School Corporation and Western Boone County Community School Corporation ("Participating Corporations") for the purpose of providing special education services to students with disabilities.

#### ARTICLE I

#### AUTHORIZATION

The joint special education program ("Cooperative Program") shall be referred to as "Lebanon Western Boone Joint Services. The Cooperative Program formed by virtue of this Agreement is authorized by I.C. §§ 20-35-5 *et seq.* and shall be operated pursuant to that statute, as currently in effect or hereafter amended. All special education services provided through this Agreement shall be administered in accordance with state and federal laws governing the education of children with disabilities.

#### ARTICLE II

#### SCOPE OF AGREEMENT

The Cooperative Program is responsible for the administration of special education and related services for all eligible students The Cooperative Program is also responsible for the direct provision of special education and related services to students in any exceptionality area where the number of students needing such services requires mutual participation by each of the Participating Corporations in order to support such services. Classes for these students shall be located in one or more of the Participating Corporations at the discretion of the Superintendents' Governing Board ("Governing Board"). The Cooperative Program is also responsible for the provision of special education and related services to students as determined by the Governing Board.

#### ARTICLE III

#### ADMINISTRATION OF AGREEMENT

#### **Section 1. Administering Corporation**

Lebanon Community School Corporation shall be the Administering Corporation and fiscal agent of the Cooperative Program established by this Agreement and shall be responsible

for receiving and distributing funds, executing documents, maintaining records, and providing contracts for Cooperative Program personnel. The Administering Corporation shall be included in the term "Participating Corporations" unless specifically and separately referred to as "Administering Corporation".

## Section 2. Participating Corporations

Each of the Participating Corporations shall employ personnel and provide facilities for its local special education programs. It is the intent of the parties to employ personnel through the Participating Corporations to the maximum extent possible and to limit the number of Administering Corporation employees working in the Participating Corporations.

The Governing Board may designate that a Cooperative Program special education program to be housed at a Participating Corporation. A Participating Corporation chosen by the Governing Board to house a Cooperative Program special education program shall be responsible for providing the facilities necessary for that special education program. To the fullest extent permitted by law, test scores of students will be reported as scores related to that student's district of legal settlement.

#### Section 3. Governing Board

The Governing Board shall be comprised of the superintendent or designee from each of the Participating Corporations ("Superintendents"), and the Cooperative Program Director of Special Education, who shall participate as an ex-officio, non-voting member. The Superintendents shall keep their respective school boards informed of on-going and proposed Cooperative Program programming. The Governing Board shall be responsible for establishing policy, approving the annual budget, developing, locating and reviewing the Cooperative Program's special education programs, reviewing the allocation of equipment and supplies, hiring, evaluating, and determining the compensation of Cooperative Program administrative and clerical personnel, adopting and periodically reviewing and amending procedures for the operation of the Cooperative Program and providing governance for Cooperative Program in all matters not strictly reserved to the Boards of School Trustees of the Participating Corporations. When an issue or consideration arises that affects only one individual Participating Corporation, the Director of Special Education shall confer directly with the Superintendent of that Participating Corporation. Each Participating Corporation shall have one vote in matters brought before the Governing Board, and no action shall be taken without the approval of a majority of the Participating Corporations. Should a matter under consideration result in a tie vote, the Superintendents of the Participating Corporations shall appoint a mutually acceptable person to participate in the consideration of that particular matter and cast the tie-breaking vote on that matter.

The number of meetings the Governing Board schedules per year may vary, depending upon existing need. However, the Governing Board shall hold at least four (4) meetings per school year, and special meetings may be called when necessary.

The Director of Special Education or any member of the Governing Board shall have the authority to call a meeting of the Governing Board at any time; provided, however, that, absent an emergency requiring more immediate action, notice of the proposed meeting is delivered to the Superintendents of the Participating Corporations at least seventy-two (72) hours before such meeting is convened.

#### Section 4. Personnel

The Governing Board shall employ a Director of Special Education, administrators and any other support personnel whom the Governing Board may appoint to provide administration, supervision and support for those special education programs, and related services staff as designated by the Governing Board. The Administering Corporation will employ these employees on terms determined by the Governing Board. The Governing Board will be responsible for evaluating and dismissing these personnel.

A Participating Corporation will provide overall administration and support for programs designated by the Governing Board as particular to that Participating Corporation and shall employ such personnel as deemed necessary by the Participating Corporation to carry out this function.

The Director of Special Education shall also be responsible for the formulation of administrative guidelines/procedures, assembling the annual budget, completion of all compliance documents required under state and federal law, and shall fulfill all administrative tasks as shall be from time to time assigned by the Governing Board. Contracts for Cooperative Program personnel will be determined by the recommendation of the Director of Special Education.

#### Section 5. Certified Personnel

It is anticipated to the maximum extent possible that certified personnel will be employed by the Participating Corporations, particularly for programs conducted by that Participating Corporation and that employment of certified personnel by the Administering Corporation for the joint programs will be kept to a minimum. Any certified personnel employed for joint programs will be recommended by the Director of Special Education and employed by the Administering Corporation pursuant to the terms of employment for certified staff in the Administering Corporation. In negotiating collective bargaining agreements with its certified personnel, the Administering Corporation will be mindful of the impact of its agreements on the other Participating Corporations and will endeavor to avoid agreements that create long-term obligations to those employees. The Director of Special Education and Administering Corporation will endeavor to keep the other Participating Corporations informed as to hiring and the Administering Corporation's agreements with certified staff.

#### Section 6. Noncertified Personnel

Clerical and other noncertified staff may be employed for the Cooperative Program on the recommendation of the Director of Special Education in accordance with the Administering Corporation's hiring process and subject to approval by the Administering Corporation on such terms as the Governing Board shall approve.

#### ARTICLE IV

#### TRANSPORTATION

Transportation of children with disabilities who reside within Participating Corporations shall be provided in accordance with all state and federal laws governing the education of children with disabilities and the policy adopted by the Governing Board.

#### ARTICLE V

#### FINANCING AND COST ALLOCATION

Each Participating Corporation shall pay into a joint service and supply account (the "Joint Service and Supply Fund") its proportionate share of the cost of administering and providing all programs and services under this Agreement based on each's respective percentage of the total number of students receiving special education services, as determined and adjusted annually. This sum is to be determined by the Governing Board, and payments to the Administering Corporation are due in such periodic installments as determined by the Governing Board.

Each Participating Corporation that sends its students ("Sending School Corporation") to another Participating Corporation shall reimburse the Servicing School Corporation on the sum equal to the cost per pupil served. The cost per pupil served shall be considered as the sum total of expenses involved in the salaries and benefits of certified and uncertified personnel, supplies and any special equipment as agreed upon by the Servicing and Sending School Corporation divided by the total number of students being served within the class or program. A claim for such reimbursement will be presented by the Servicing School Corporation to the Sending School Corporation.

Special education personnel not covered by this Agreement shall be employed by the Servicing School Corporation in which their services are provided. In the event such personnel may be assigned on a part-time basis in a Participating Corporation, the Participating Corporation using such services will reimburse the Servicing School Corporation that portion of personnel cost as agreed upon by the respective corporations.

#### ARTICLE VI

## **EQUIPMENT AND SUPPLIES**

All equipment and/or supplies purchased through the Joint Service and Supply Fund shall be the property of the Cooperative Program until other disposition is agreed to by the Governing Board. The Director of Special Education, or a designee, shall be responsible for compiling a spreadsheet that tracks equipment and/or supplies purchased through the Joint Service and Supply Fund.

If the Cooperative Program is dissolved according to the dissolution provision of this Agreement, the remaining equipment or supplies shall be distributed among the Participating Corporations in accordance with the percentage of the costs of the Cooperative Program costs each Participating Corporation is paying at the time of dissolution as it related to fair market value of the equipment or supplies at the time of dissolution. The withdrawal of a Participating Corporation(s) will not entitle the withdrawing Participating Corporation(s) to any share of the existing Cooperative Program equipment or supplies.

#### ARTICLE VII

#### PAYMENT OF COMPREHENSIVE SERVICES AND PROGRAM COSTS

Each Participating Corporation's share of the costs for comprehensive services and program costs shall be paid in accordance with the policy and procedures adopted by the Governing Board.

Each Participating Corporation will assume financial responsibility for legal costs associated with personnel matters involving special education personnel employed within the respective Participating Corporation. Each Participating Corporation will assume financial responsibility for legal fees associated with the retention of legal counsel for legal guidance and/or representation for matters and/or all due process proceedings related to the Participating Corporation's students, including but not limited to, insurance deductibles, all hearing costs, hearing officer expenses, costs of defending the Cooperative Program, parent attorney fees, if awarded, and other related costs.

#### ARTICLE VIII

#### CAPITAL IMPROVEMENT COSTS

Any capital costs to be incurred for acquiring, constructing, or improving facilities needed for the provision of services under this Agreement shall be approved by the Governing Board prior to incurring such costs with the sharing of such costs between or among the Participating Corporations shall be determined by the Governing Board.

#### ARTICLE IX

#### STATE AND FEDERAL SUPPORT

With the exception of transportation, all Cooperative Program applicants for state and federal support and credits for state and federal reimbursement shall be made in accordance with the policy adopted by the Governing Board.

#### ARTICLE X

#### DUTIES OF THE DIRECTOR OF SPECIAL EDUCATION

The principal duties of the Director of Special Education shall be determined by the Governing and the Director's performance reviewed annually. The principal duties of the Director of Special Education may include, but not be limited to:

- 1. Making recommendations regarding hiring, appointing, or removing employees of the Cooperative Program;
- 2. Supervision or evaluation of the Cooperative Program's staff;
- 3. Preparation of reports;
- 4. Program recommendations concerning the programs within the Cooperative Programs;
- 5. Personnel and administrative relations within the programs of the Cooperative Program;
- 6. Communications with Cooperative Program employees and with the Special Education Administration of the Participating Corporations who are responsible for carrying out special education programs;
- 7. Implementation of policies mandated by the Governing Board or the State within the Cooperative Program and within the special education programs operated by Participating Corporations;
- 8. Compliance oversight of all programs within the Cooperative Programs and of special education programs operated by Participating Corporations;
- 9. Compiling a spreadsheet that tracks equipment and/or supplies purchased through the joint service and supply account; and
- 10. Other duties as the Governing Board may direct.

#### ARTICLE XI

#### WITHDRAWAL FROM PARTICIPATION

In the event a Participating Corporation wishes to withdraw from this Agreement, it must give written notice on or before June 30th of the year prior to its withdrawal, and the withdrawal shall be effective no sooner than twelve (12) months after the date of said notice unless otherwise unanimously agreed by the Participating Corporations. The withdrawing Participating Corporation shall remain liable for any financial obligation incurred while a member of the Cooperative Program and shall remain liable until said obligation is retired. Lease rental payments due from the withdrawing Participating Corporation shall remain binding and shall be no less than said Participating Corporation's share of the lease rental payment amount of the current balance due. The withdrawing Participating Corporation shall not be entitled to any cash balance and related funds of Cooperative Program.

#### ARTICLE XII

#### DISSOLUTION OF PROGRAM

This Agreement may be terminated and the Cooperative Program thereby dissolved upon the unanimous vote of each of the Participating Corporations after authorization from the Board of School Trustees of each of the Participating Corporations. Upon dissolution of the Cooperative Program, Cooperative Program property shall be distributed in an equitable manner in accordance with the total amounts paid into the Cooperative Program on account of fees or charges or value contributed in-kind, by each member Participating Corporation. For purposes of making such distribution, the Governing Board shall cause the fair market value of all such Cooperative Program property to be fixed by agreement or, if necessary, appraisal and shall, insofar as possible, distribute the property in a manner that each Participating Corporation receives its distributive share in-kind. In the event, because of the nature of the property or the unwillingness of any Participating Corporation to receive such property, part or all of the property must be sold, it shall be sold in accordance with the provisions of IC §§ 20-26-7 and the distribution shall be made at the discretion of the Governing Board partly in-kind and partly in cash, or entirely in cash. Any property not distributable or reasonably saleable will become the property of the Participating Corporation in which it is located. The determination of the Governing Board in connection with such distribution shall be final unless it is arbitrary and capricious.

## ARTICLE XIII

## AMENDMENTS TO AGREEMENT

Amendments or changes to this Agreement may be made by unanimous consent of all Participating Corporations after authorization from or approval of the Board of School Trustees of each of the Participating Corporations.

#### ARTICLE XIV

#### EFFECTIVE DATE

This Agreement shall become effective July 1, 2024, and replaces all prior agreements of the parties concerning the Cooperative Program. The duration of this Agreement shall be for a period of five (5) school years, beginning July 1, 2024 through June 30, 2029, and extending from school year to school year, thereafter, unless the special education cooperative is terminated by action of the governing bodies the Participating Corporations taken at least one (1) year before termination of the Agreement.

#### ARTICLE XV

#### **EXECUTION OF AGREEMENT**

This Agreement is executed for and on behalf of the governing board of each Participating Corporation by its respective President, Secretary and Superintendent. By executing this Agreement, each respective Participating Corporation certifies that its governing board has, by resolution or motion duly entered in the minute book of its School Corporation, agreed to the terms of this Agreement and has authorized it to execute this Agreement.

In Witness Whereof, the parties by their authorized representatives have executed this Joint Service Agreement on the dates set forth on the pages that follow.

## LEBANON COMMUNITY SCHOOL CORPORATION

By:		
Superintendent		
BOARD OF SCHOOL TRUST	EES OF LEBANO	N COMMUNITY SCHOOL
	By: _	
		President
ATTEST:		
_		
Ву:		

## WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION

By:		
Superintendent		
BOARD OF SCHOOL TRUS	TEES OF WESTERN BOONE CO	UNTY COMMUNITY
SCHOOL CORPORATION		
	Ву:	
	President	
ATTEST:		
Secretary		
Date of Execution:		

TO: Rob Ramey, Superintendent

School Board Members

FROM: Lisa Pearson, Transportation Director

**DATE:** Nov 7, 2023

**SUBJECT:** Bus Purchases

I recommend the purchase of one IC, 66 capacity conventional lift diesel school bus and one IC/Collins, 14 capacity gas special purpose bus (SP) from Midwest transit.

The prices were determined utilizing the Fall 2023CIESC bid sheet and follow our School Bus Replacement Plan.

I sent our specifications to the following vendors: McCallister, Kerlin Bus Sales, and Midwest Transit. The prices they provided are below. I've asked for trade-in value on Bus 526. However, Midwest Transit is the only vendor that entered their trade-in value. The other two vendors have not been out to inspect Bus 526. The plan is to auction off the SP bus.

Price per bus	Blue Bird	IC/Collins	<u>Thomas</u>
IC, 66 capacity diesel lift school bus	\$161,642.00	\$163,062.00	\$167,913.00
Chev Collins Type A SP Bus		\$112,663.00	
Trade-in Bus 526 – 4DRBUAAN1DB295225		\$1,500.00	
Grand Total	\$161,642.00	\$274,225.00	\$167,913.00

The delivery is expected for the lift bus in late spring of 2024 and the SP in the third quarter of 2024.

Lisa Pearson Transportation Director Western Boone Schools

# EDUCATION & OPERATION FUND COMPARISON REPORT

As of October 31, 2023, the Education Fund cash balance was \$4,526,954. The Education Fund expenditures for October 2023 were \$972,014. As of the end of October 2023, a total of 75% of the 2023 appropriation was expended.

As of October 31, 2023, the Operation Fund cash balance was \$2,336,944. The Operation Fund expenditures for October 2023 were \$621,650. As of the end of October 2023, a total of 71% of the 2023 appropriation was expended.

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

<u>Financial Institution</u>	2023 YTD Interest Earned
Home National Bank	\$393,924.25 Interest
Raymond James	\$29,428.18 Income
Raymond James	\$45,283.96 Change in Value

FYI: The October 2023 - Fund, Appropriation, and Revenue Reports are posted to the School Board Document Site