

BOARD MINUTES BOARD MEETING ADMINISTRATION OFFICE July 20, 2020 7:00 P.M.

Call to Order: Rick Davis, Phil Foster, Brian Gott, Mike Martin, Dennis Reagan, Melissa Smith, and Shane Steimel Pledge of Allegiance

Prayer

MINUTES

• The Chair entertained a motion to approve the minutes of the June 8, 2020, School Board Meeting.

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion) Vote: 7-0

• The Chair entertained a motion to approve the minutes of the Executive Session on June 22, 2020.

Motion: Dennis Reagan, Second: Rick Davis, (Discussion) Vote: 7-0

The Chair entertained a motion to approve the minutes of the Special Session on June 29, 2020.

Motion: Brian Gott, Second: Dennis Reagan, (Discussion) Vote: 7-0. Phil Foster & Mike Martin abstained.

REPORT

Superintendent Ramey provided an update on the pool project at Western Boone Jr-Sr High School.

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
 - Amanda Wildman FMLA PreK, effective September 28, 2020 to November 13, 2020
 - Rachel Beam FMLA 5th Grade effective, August 5, 2020 to May 24, 2021
 - Jacelyn Ranney Resignation Life Skill Assistant, effective May 18, 2020
 ECA

Annie Green – 5th Grade Volunteer Volleyball Coach Melissa Hosfield – 5th Grade Volunteer Volleyball Coach

- Thorntown
 - Andrea Young Substitute Nurse (long-term) effective August 5, 2020 to October 13, 2020
- Granville Wells and Thorntown
 - April Turner Resignation Art Teacher, effective May 18, 2020
- Western Boone
 - Connie Bouse FMLA Custodian, effective June 8, 2020 to August 28, 2020
 - Braden Hall Resignation Business Teacher, effective immediately
 - Topher Kearby Resignation 10th Grade English, effective end of 2019-2020 school year
 - Alexandra Miles Custodian effective, June 29, 2020
 - Denise Sigmund Change in Position 3rd Shift Custodian, effective July 27, 2020
 - Brea Wagoner Resignation Custodian effective July 9, 2020
 - Stacy Johns Resignation Custodian, effective July 14, 2020



ECA

Sam Merkling – Summer Band Assistant John Dale – Knitting Club Melissa Imbus – Knitting Club Assistance

- Western Boone Athletics
 - Girls Varsity Soccer Volunteer Head Coach Shane Steimel
 - Girls Varsity Soccer Assistant Coach Jennifer Foxworthy
 - Junior High Cross Country Assistant Coach Amy Morrison
 - Junior High Girls Soccer Coach Katelynn James
 - Junior High 8th Grade Football Assistant Coach Don Jackson

Motion: Brian Gott, Second: Phil Foster, (Discussion) Vote: 7-0

• BUSINESS

- Settlement Agreement with Aquatic Renovation Systems, Inc. (Renosys) and Schmidt Associates, Inc.
 - Superintendent Ramey recommended the proposed settlement agreement subject to finalizing
 the final wording agreed upon between legal counsel with Aquatic Renovation Systems,
 Inc.(Renosys) and Schmidt Associates, Inc. related to the 2019 swimming pool renovation
 project.

Motion: Rick Davis, Second: Dennis Reagan, (Discussion) Vote: 7-0

- 2020-2021 District Goals
 - Superintendent Ramey recommended the Board approve the 2020-2021 District Goals.

Motion: Brian Gott, Second: Phil Foster, (Discussion) Vote: 7-0

• Teacher Appreciation Grants

BP - 3136

 Superintendent Ramey recommended the Board approve the Teacher Appreciation Grant establishing a stipend awarded to highly effective teachers and effective teachers through the utilization of funds received from IDOE.

Motion: Phil Foster, Second: Melissa Smith, (Discussion) Vote: 7-0

Student Mental and Behavioral Service Records

BP - 6302

Superintendent Ramey recommended the Board approve the Student Mental and Behavioral Service Records relating to students that are referred by school officials to receive mental or behavioral services as provided by state law.

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion) Vote: 7-0

- Memorandum of Understanding for Mental Health Services
 - Superintendent Ramey recommended the Board approve the MOU Mental Health Services between Western Boone School Corporation and Integrative Wellness, LLC.

Motion: Rick Davis, Second: Phil Foster, (Discussion) Vote: 7-0



• Clinical Services Agreement

Superintendent Ramey recommended the Board approve the updated Clinical Services
 Agreement effective August 1, 2020 between Integrative Wellness, LLC ('InWell") and
 Western Boone County Community School Corporation.

Motion: Dennis Reagan, Second: Brian Gott, (Discussion) Vote: 7-0

Joint Service Agreement for Special Education

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

Motion: Mike Martin, Second: Melissa Smith, (Discussion) Vote: 7-0

• Equipment Salvage

 Director of Business and Technology and Building Principals recommended the Board approve the following items on form "Salvage-072020" declared as salvage.

Motion: Mike Martin, Second: Dennis Reagan, (Discussion) Vote: 7-0

• Kindergarten Early Entrance

- Tricia Stanley, Granville Wells Principal, requested the board approve early entrance to kindergarten for the following students.
 - Tinley Abrams
 - Lena Morris

Motion: Brian Gott, Second: Phil Foster, (Discussion) Vote: 7-0

Non-Resident Students

- Superintendent Ramey recommended the Board approve the following Non-Resident Students:
 - Bryson Mefford Granville Wells, PreK, 2020-2021 school year.
 - Asa Balke Granville Wells, Kindergarten, 2020-2021 school year.
 - Jubilee Balke Granville Wells, Grade 1, 2020-2021 school year.
 - Brayden Henson Granville Wells, Grade 5, 2020-2021 school year.
 - Miles Couchman Thorntown, Grade 4, 2020-2021 school year.
 - Jude Balke Western Boone, Grade 7, 2020-2021 school year.
 - Alexis Boggs Western Boone, Grade 7, 2020-2021 school year.
 - Cody Smith Western Boone, Grade 7, 2020-2021 school year.
 - Brianna Henson Western Boone, Grade 9, 2020-2021 school year.
 - Brooke Smith Western Boone, Grade 10, 2020-2021 school year.

Motion: Phil Foster, Second: Melissa Smith, (Discussion) Vote: 7-0

Donation

- Superintendent Ramey recommended the Board approve the following donation:
 - Speech/Language Department received \$600.00 from Psi Iota Xi sorority.

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion) Vote: 7-0

CLAIMS

• The Chair entertained a motion to approve the claims for the period of June 8, 2020, through July 20, 2020, as submitted.

Motion: Brian Gott, Second: Phil Foster, (Discussion) Vote: 7-0



• MONTHLY FINANCIAL REPORTS

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

• 2021 Budget Workshop Presentation

Kyle Whiteley, Director of Business & Technology, presented the preliminary 2021 Budget.

OTHER

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

Western Boone

- Diana Fisher Cafeteria Re-hire effective July 28, 2020
- Tracy Houmard Resignation Cafeteria, effective May 21, 2020
- Cari Snyder-Arnold Resignation Cafeteria, effective May 21, 2020
- Carol Ford Retirement Cafeteria, effective May 21, 2020
- Carol Ford Substitute Cafeteria, effective 2020-2021 school year

BUSINESS

Non-Resident Students

Superintendent Ramey recommends the Board approve the following Non-Resident Students:

- Mia Emmert Granville Wells, Grade 4, 2020-2021
- Jeremiah Williams Western Boone, Grade 12, 2020-2021

Motion: Brian Gott, Second: Dennis Reagan, (Discussion) Vote: 7-0

ANNOUNCEMENTS

- Superintendent Ramey has been in contact with the Boone County Health Department and local school
 officials regarding the increase in covid-19 cases. Changes to the re-entry plan should be announced midweek.
- Superintendent Ramey and the School Board members thanked Principal Brent Miller and staff for their efforts with the graduation ceremony for the 2020 Western Boone Class held on Saturday, July 18, 2020.

ADJOURNMENT

 -	-	
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To: Mr. Ramey and the Western Boone School Board

From: Tricia Stanley

RE: July Board Recommendations

Date: July 15, 2020

ECA Recommendation:

• I request the Board approve Annie Green and Melissa Hosfield for 5th Grade Volunteer Volleyball Coaches.

F 1 7

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

Athletic Director
Mr. Jeremy Dexter



Assistant Principal Mr. Chris Tucker

Assistant Principal Mr. Jon Compton

To: Mr. Ramey From: Brent Miller

Date: 6-22-20

Re:

Summer Band Assistant

Please accept this letter as a recommendation to hire Sam Merkling (former student teacher) as a summer band assistant. Sam will record his hours and be paid a pro-rated amount of the summer band assistant ECA stipend.

Brent Miller, Principal

B. mille



Western Boone Jr.-Sr. High School Athletics

Athletic Director, Jeremy Dexter

To: Mr. Rob Ramey From: Jeremy Dexter, Athletic Director RE: Coaching Staff Recommendations Date: July 15, 2020

I am seeking board approval for coaching/ECA positions listed below. Please accept the following recommendations to the athletic department coaching staff.

Western Boone Jr.-Sr. High School Coaching Staff Recommendations

Additional Fall High School Coaches

Girls Soccer

- Girls Varsity Soccer Volunteer Head Coach: Shane Steimel
- Girls Varsity Soccer Assistant Coach: Jennifer Foxworthy

Additional Fall Junior High Coaches

Cross Country:

Junior High Cross Country Assistant Coach: Amy Morrison

JH Girls Soccer

Junior High Girls Soccer Coach: Katelynn James

Football

8th Grade Football Assistant Coach: Don Jackson

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is executed and entered into by the Western Boone County Community School Corporation ("Western Boone"); Aquatic Renovation Systems, Inc. d/b/a RenoSys Corporation ("RenoSys"); and Schmidt Associates, Inc. ("Schmidt") (sometimes individually referred to as a "Party" or collectively as the "Parties"): WITNESSETH.

WHEREAS under date of November 26, 2018, Western Boone as owner and Schmidt as architect entered into a written agreement (the "Schmidt Contract") under which Schmidt agreed to provide architectural services in connection with a proposed school improvement project at the Western Boone Jr.-Sr. High School (the "Overall Project); the Overall Project included (i) replacement of the indoor swimming pool, (ii) second floor ceiling renovations, (iii) reconstruction of the exterior running track, and (iv) a new synthetic turf football field; the swimming pool work was designated in the bidding and design documents as Bid Page 1P — General (the "Pool Project"), and it was put out as a separate project for review and public bid by general contractors interested in the work; and

WHEREAS, Schmidt designed the scope of the Overall Project, prepared the plans and specifications for the work, and drafted the General Conditions of the Contract for Construction and form of written agreement between Western Boone and the general contractor selected for the separate components of the Overall Project; and

WHEREAS, RenoSys's bid to serve as general contractor on the Pool Project was accepted by Western Boone; RenoSys did not submit a bid for the other aspects of the Overall Project and performed no work on them; and

WHEREAS, Western Boone and RenoSys entered into a written contract dated March 18, 2019, identifying the scope of work and terms for the Pool Project for a fixed price and with a substantial completion date of October 14, 2019 (the "RenoSys Contract"); and

WHEREAS, RenoSys's work commenced in March 2019 with on-site mobilization and start of the demolition of the then-existing swimming pool; subsurface conditions were encountered in July which led to delays in construction while the Parties investigated the situation and considered their respective rights and obligations with respect to the options for cure and their cost; another dispute arose between Western Boone and RenoSys over the timeliness of RenoSys's work; and

WHEREAS, on October 4, 2019, Western Boone exercised its right to terminate the RenoSys Contract for the convenience of the owner, and RenoSys's work on the Pool Project then ceased; and

WHEREAS, Schmidt, whose contract was not terminated and remained as architect on the Overall Project, modified the design of the proposed pool to account for the subsurface conditions; that led to the preparation of new plans and specifications for a modified pool ("Modified Pool") which were then put out to public bid; in the meantime work on the other aspects of the Overall Project has been completed without claims or disputes; and

WHEREAS, Western Boone then contracted with Tecton Construction Management, Inc. to serve as construction manager as adviser for completion of the Pool Project as modified and later accepted a bid from R.L. Turner Corporation to serve as general contractor for the construction of the Modified Pool as designed by Schmidt; work on that project is not yet completed; and

WHEREAS, several disputes arose among the Parties, including the effect termination of the RenoSys Contract had on the compensation due RenoSys; assignment of responsibility for the failure to earlier identify and plan for the subsurface conditions; delay in construction progress; and responsibility for the cost of Schmidt's redesign work and contract administration. These disputes and others led to claims by the Parties summarized as follows:

- a. RenoSys's claim that Western Boone owed it an additional \$435,000 for its work on the Pool Project beyond the approximately \$50,000 it had been paid prior to termination;
- b. RenoSys claim that Schmidt defamed RenoSys and tortiously interfered with the RenoSys Contract ("RenoSys Tort Claims");
- c. Schmidt's claim that Western Boone owed it additional compensation for its work under the Schmidt Contract;
- d. Western Boone's claim against Schmidt for recovery of added costs by reason of delays and changes in the Pool Project; and
- e. The extent of Schmidt's continuing and remaining obligations under the Schmidt Contract for the Pool Project as modified and the scope of any release Schmidt is due by reason of this settlement.

WHEREAS, prior to the initiation of litigation, the Parties engaged in a joint, pre-suit mediation and that resulted in a global settlement being reached by the Parties, the terms of which are set forth hereafter.

The above recitals are incorporated herein by reference and are made a part hereof as though set forth herein in full. The recitals are made for the purposes of providing defined terms and the necessary background, and are not intended as an exhaustive or complete description of the Parties' respective positions.

IN CONSIDERATION OF the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Compensation Due RenoSys and Effect Thereof. RenoSys shall be paid the total sum of One Hundred Twenty-Seven Thousand Five Hundred Dollars (\$127,500) in full and final settlement of its claim against Western Boone for unpaid compensation allegedly due for its work on the RenoSys Contract. Western Boone further represents that it will make no claim under RenoSys's performance bond on the Pool Project.

This total payment shall come from the following sources:

- a. The sum of Eighty Six Thousand Dollars (\$86,000) will be paid by Western Boone to RenoSys;
- b. The sum of Twenty Three Thousand Dollars (\$23,000) will be paid by Schmidt to RenoSys upon the Schmidt's receipt of an identical sum from Western Boone as set forth in paragraph 2 below;
- c. The sum of Eighteen Thousand Five Hundred Dollars (\$18,500) will be paid by Schmidt or its liability insurer to RenoSys.

These payments shall be paid to the intended recipient's counsel within _____ days following all Parties' execution of this Agreement.

2. Compensation Due Schmidt and Effect Thereof. The Twenty Three Thousand Dollars (\$23,000) due Schmidt from Western Boone referenced in paragraph 1 b. above is in full and final settlement and satisfaction of Schmidt's claim for compensation for its services

including but not limited to any Supplemental Services and Additional Services (as those terms are defined under the Schmidt Contract) performed to date or to be performed hereafter in completing its contractual responsibilities on the Overall Project as originally designed or later modified. That amount also includes payment for reimbursable expenses already incurred or which may hereafter be incurred by Schmidt.

- 3. Schmidt's Completion of Architectural Responsibilities. Schmidt shall continue to serve as the architect on the Overall Project including but not limited to the Modified Pool and perform all services that are required of it under the Schmidt Contract.
- 4. RenoSys's Release of Schmidt and Western Boone. In consideration of this settlement, RenoSys releases and discharges both Western Boone and Schmidt and their agents and representatives from any and all claims, known or unknown, related to or arising out of the RenoSys Contract, the Pool Project or the RenoSys Tort Claims. All of RenoSys's outstanding pay applications for its work shall be deemed satisfied. Neither Western Boone nor Schmidt will have further obligations to RenoSys in this matter other than as set forth in this Agreement. RenoSys further agrees to defend, indemnify and hold Western Boone and Schmidt harmless from any and all claims of non-payment by subcontractors or suppliers of RenoSys that provided any services, materials or work on the Original Pool.
- 5. Western Boone's Limited Release of Schmidt. In consideration of this settlement, Western Boone releases and discharges Schmidt and its agents and representatives from all claims arising from Schmidt's design of the original Pool Project or its construction administration responsibilities owed to Western Boone under the original Pool Project except as follows:

- a. Schmidt shall not be released from any claims that arise from the performance of its obligations under the Schmidt Contract with respect to the Overall Project other than the Pool Project; Western Boone affirms it has no present knowledge of the basis for any such claims; and
- b. Schmidt is not being released from liability for claims, if any, that may arise from the performance of its obligations with regard to the redesign of the Modified Pool, and Schmidt shall continue to serve as architect in connection with the completion of the Modified Pool project; Western Boone affirms it has no present knowledge of the basis for any such claims.
- 6. Schmidt's Release of Western Boone. In consideration of this settlement,
 Schmidt releases and discharges Western Boone and its agents and representatives from all
 claims for compensation, expense reimbursement, or other damages allegedly due by reason of
 Schmidt's services performed under the Schmidt Contract, on the Overall Project including but
 not limited to the Pool Project and the Modified Pool, or the matters in dispute.
- 7. No Admission of Liability. The payments and discounts which are part of this settlement are intended to achieve a compromise resolution of all disputes that exist between the Parties and thereby avoid the expense, delay and uncertainly of litigation. They shall in no way be construed as an admission of liability or wrongdoing by any of the Parties or their agents or representatives.
- 8. Fees and Expenses of Mediator William Baten. The fees and expenses of mediator William Baten shall be divided equally in three (3) shares among Western Boone, Schmidt, and RenoSys; provided, however, in the event the mediator charges any cancellation/postponement charges related to the cancellation/postponement of the June 5, 2020 mediation, Schmidt shall be responsible for any such cancellation/postponement charges in their entirety.

9. Voluntary Execution. The Parties enter this Agreement freely and voluntarily and with the benefit of their own legal counsel with the awareness and understanding that the terms of this Agreement constitute a binding and enforceable contract which precludes any further claims being asserted by any Party against any other Party except for noncompliance with the terms of this Agreement.

10. No Recovery of Attorney Fees. Each party shall bear its own fees and expenses incurred by its counsel in connection with the investigation, prosecution, defense and resolution of these claims and disputes.

11. Integration Clause. This writing contains the entire understanding between the Parties as to each's rights and obligations to any other Party with respect to the Overall Project, their work under the contracts in issue, or otherwise.

12. Counterparts. This Agreement may be executed in counterparts, and signatures by facsimile copy or e-mail attachment shall be effective as original signatures.

Executed by the authorized representative of the Parties on this and the attached pages.

WESTERN BOONE SCHOOLS	
President of the Board of Trustees Western Boone County Community Schools Corporation	Date
Approved as to form by counsel for the	

Western Boone Schools

Signature Page for Western Boone Schools / RenoSys / Schmidt Settlement Agreement	
RENOSYS CORPORATION	
Authorized Representative of RenoSys Corporation	Date
Approved as to form by counsel for RenoSys Corporation	

Signature Page for Western Boone Schools / RenoSys / Schmidt Settlement Agreement		
SCHMIDT ASSOCIATES, INC.,		
Authorized Representative of Schmidt Associates, Inc.	Date	
Approved as to form by counsel for Schmidt Associates, Inc.		

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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

2020-2021 DISTRICT GOALS

- Teaching and Learning Student success is the product of continual improvement in educational practices.
 - a. We will expand virtual learning experiences to include STEM, Computer Sciences, and real-world application models.
 - b. We will use formative assessment and responsive instruction to close learning gaps throughout the year while maintaining essential course content.
- <u>Staff Growth and Development</u> The health and well-being of staff in conjunction with professional learning opportunities aimed at improving instruction are the foundations for student success.
 - a. We will employ proven strategies to foster a positive culture in a changing environment, focusing on the mental and emotional needs of staff to support the challenging and demanding jobs they perform each day.
 - b. We will provide professional development opportunities to address the instructional and social/emotional needs of our educators appropriate for the current educational environment.
- <u>Safe and Healthy Environment</u> Academic success begins with a safe and secure learning environment where students feel valued.
 - a. We will implement measures to prevent the introduction and spread of COVID-19 with an emphasis on the physical and mental health of students, staff, and stakeholders.
 - b. We will provide opportunities for our students that emphasize and cultivate awareness of diverse cultures and backgrounds.
- 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. We will implement strategies for attracting and retaining quality support staff employees while looking to improve current organizational structures.
 - b. We will improve corporation credit rating for future bond issues as a cost savings measure by establishing financial board policies and a five-year capital projects plan addressing the specific needs of each building.

TEACHER APPRECIATION GRANTS

BP - 3136

The Western Boone County Community School Corporation 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.

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

STUDENT MENTAL AND BEHAVIORAL SERVICE RECORDS

BP - 6302

Student Mental and Behavioral Services Records

Student Mental and Behavioral Services (SMBS) records are reports, notes, diagnosis, and/ or appointments relating to a student who was referred to by school officials to receive mental or behavioral services as provided by state law or under a school corporation's memorandum of understanding with a mental or behavioral services provider and is receiving or has received mental or behavioral services and maintained by the school corporation. SMBS records are the property of the school corporation and are confidential medical records.

Custody and Protection of SMBS Records

Location of SMBS Records

SMBS records are to be maintained in separate student files only and shall not be filed or maintained in the student's permanent cumulative educational files.

Control of SMBS Records

SMBS records shall be maintained and secured in the office of the school official who is responsible for the referral process and parent conference under the school corporation's procedures for referral of students to mental or behavioral services due to demonstrated repeated patterns of aberrant or abnormal behavior.

Access to Education Records

SMBS records of a student shall not be shared with other school officials who are not maintaining SMBS records of the student.

Legal Reference: IC 20-34-3-21

Date Adopted: 07/20/20



tel (765) 680-0071 fax (765) 680-0468

610 North Lebanon Street Lebanon, IN 46052 1650 West Oak Street, Suite 200 Zionsville, IN 46077

MOU for Mental Health Services

This policy outlines a memorandum of understanding between Western Boone School Corporation and Integrative Wellness, LLC for the provision of mental health services for students when symptoms interfere with school participation, learning, and functioning within the classroom setting.

The following are examples of aberrant or abnormal behaviors that would warrant a referral:

- Depressive symptoms (hopelessness, low energy level, low motivation, depressed mood)
- Anxiety symptoms (constant worrying, perfectionism, fear of failure/trying new things)
- ADHD (poor attention, losing focus, easily distracted, avoidance of tasks)
- Suicidal ideation
- Self-harm
- Oppositional and defiant behaviors
- Family problems
- Recent changes that are impacting ability to function

Western Boone School Corporation will take the following steps and any other internal processes for making a referral:

 Teachers and other school staff who have identified a student in need must contact a school official with information regarding their concern.



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610 North Lebanon Street Lebanon, IN 46052 1650 West Oak Street, Suite 200 Zionsville, IN 46077

- II. The school official will then contact the parents to discuss the concern and address the student's potential need for and benefit from mental or behavioral health services, whether paid for by the individual or paid for by the school.
- III. If the parent agrees and is willing to sign the referral form, the school official then gives the referral form to Integrative Wellness, LLC staff at that school.
- If the parent agrees but is not able to sign the form for any reason, the school will give the parent contact information for Integrative Wellness, LLC and encourage them to call and schedule an intake appointment for the student. (The school will not notify Integrative Wellness, LLC about the referred student)
- V. If the parent does not agree to mental health treatment, contact information for Integrative Wellness, LLC may be given in the event that they may consider it in the future. (The school will not notify Integrative Wellness, LLC about the student in need)
- VI. The school will protect the privacy and confidentiality of the referred student by only releasing information above and beyond initial contact information when there is a release of information form containing the parent's signature allowing such communication.
- VII. The school will maintain confidentiality of student records as required by school policy and Indiana law.

Integrative Wellness, LLC will take the following steps when a referral is made:

- Integrative Wellness, LLC staff will receive the referral document and contact the parent to schedule an intake assessment.
- II. The school will be notified if the parent is unable to be reached or if the intake



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assessment does not occur.

- III. Once the intake assessment is complete, Integrative Wellness, LLC will obtain a release of information for the school to allow sharing of necessary and pertinent information.
- IV. Integrative Wellness, LLC will then contact the school official to set up consistent mental health services for the student.
- V. Integrative Wellness, LLC will maintain the confidentiality of student records as specified by HIPAA.



Clinical Services Agreement

This agreement for Clinical Services ("Agreement") is entered into on the dates set forth below and effective as of the 1st day of August, 2020 ("Effective Date"), by and between Integrative Wellness, LLC ("InWell") and Western Boone County Community School Corporation ("WBCCSC").

WITNESSITH

WHEREAS, In Well owns and operates a counseling and life skills center, Integrative Wellness, LLC.

WHEREAS, WBCCSC is a public school corporation located in Thorntown, Indiana.

WHEREAS, WBCCSC has students who could benefit from counseling and life skills services.

WHEREAS, In Well has qualified staff to provide counseling and life skills services (Services) for WBCCSCs students in need of such services.

WHEREAS, it is the intent of the parties to begin offering, said Services Fall semester of 2020.

WHEREAS, it is the intent of the parties to reduce to writing their understanding and contractual relationship in connection with the furnishing of these Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties set forth, the receipt and sufficiency of such consideration being hereby acknowledged, InWell and WBCCSC agree as follows:

- 1. Services Provided by and Responsibilities of InWell
 - A. A process for school employees to notify a school official of a student pattern of aberrant or abnormal behavior (SEA 246).
 - B. Parents/guardians must be contacted to share concerns (SEA 246).
 - C. A parent/guardian conference must be held to share concerns and address potential needs for mental health services (SEA 246).
 - D. If a parent/guardian plans to seek services, written permission must be required (SEA 246).
 - E. InWell will provide Services to WBCCSC students in need of and are identified as in need of such services.
 - F. InWell shall provide adequate and appropriately qualified staff to render the services. The distribution of staff will be determined upon mutual agreement of the parties.
 - G. InWell will dedicate up to four hours per month of service to provide psychiatric and medication management assistance to WBCCSC students.
 - H. InWell will bill third-party insurance wherever possible, and will bill the student's family directly for counseling or therapy services, and/or psychiatric and medication management services that are not reimbursed by a client's insurance, or for those students who are not covered by insurance
 - In Well will provide counseling and skills training services without charge to qualifying students or family when deemed medically necessary, when requested by WBCCSC, based on established

InWell

Integrative Wellness, LLC

policy and criteria, and when no other funding source is available.

- J. InWell will provide skills training to students in group and individual settings.
 - a. Examples of skills training include but are not limited to:
 - skills coach can work with students in class with focus and attention
 - decreasing anxiety
 - anger management (controlling anger)
 - skills coach can work with identified groups of students for grief and loss, anger management, and other identified topic areas
- K. InWell will coordinate with WBCCSC staff to make best effort to pull students who need services outside the classroom at time that minimizes disruption to the student's normal classroom learning by scheduling counseling services outside of class time.
- L. InWell will provide training on specific clinical topics to WBCCSC staff, students, and guardians, if requested by WBCCSC.
 - a. Examples of staff training including but are not limited to:
 - Social and emotional learning
 - Trauma
 - De-escalation techniques
 - b. Examples of student training include but are not limited to:
 - Lifelines
 - Listening Larry
 - Classroom Kindness
 - c. Examples of parent/guardian training include but are not limited to:
 - Lifelines
 - Communication
 - Emotional Intelligence
- M. InWell will conduct specific school-based psych-educational and therapeutic groups as requested by WBCCSC.
- N. InWell will provide consultative and crisis services for WBCCSC as part of this agreement at no fee.
- O. InWell agrees that all staff providing Services hereunder have and shall maintain in good standing all professional licenses as appropriate for the provision of Services here under and shall at all times comply with all applicable laws, regulations, and professional standards.
- P. InWell shall respond to notification from WBCCSC of a client in need of additional services outside the regular programming in compliance with InWell's existing policies and procedures.
- Q. Should further treatment be deemed necessary by InWell, InWell will offer additional services to the student if the student meets InWell's criteria for medical necessity.
- R. InWell agrees that Services will be provided hereunder in a manner that does not discriminate based on a student's race, gender, religion, nationality or country of origin.
- S. InWell will cooperate and comply with all quality assurance standards and programs established by WBCCSC, to ensure that all applicable standards for services rendered are met.
- T. InWell shall fully cooperate with WBCCSC to resolve student, family or WBCCSC complaints and shall comply with complaint procedures established by the WBCCSC.

InWell

Integrative Weliness, LLC

- U. In performing services under this Agreement, InWell represents and warrants that its staff shall (i) use diligent efforts and professional skills and judgement; (ii) perform professional and supervisory services in accordance with recognized standards of the social work profession; (iii) comply with all applicable federal, state, and local laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA); (iv) comply with policies, bylaws, rules, regulations, procedures and directives of WBCCSC; and (V) comply with the applicable policies and guidelines of all third-party payers.
- Monthly, InWell will provide WBCCSC itemized invoice for services provided to WBCCSC students, staff, and families not to exceed \$4,000 per month for the months that school is in session (August

 – May).
- W. On a case by case basis, InWell and WBCCSC will agree to a separate financial arrangement for students in need of hardship consideration and may otherwise be ineligible to receive services. Under no circumstances shall WBCCSC be responsible for payment of a student or family's charges for Services absent the advance written agreement of WBCCSC to assume liability for those expenses.
- X. InWell will work with WBCCSC to establish criteria for hardship cases that may receive therapy services at no cost to the family or to WBCCSC.

2. Responsibilities of WBCCSC

- A. WBCCSC agrees to provide a private space for InWell to conduct therapeutic sessions at each of the participating WBCCSC schools.
- 3. Responsibilities of Both InWell and WBCCSC
 - A. Implement proactive approaches to identifying and treating behavioral health needs as agreed upon by InWell and WBCCSC.

4. Term and Termination

- A. The initial term of this Agreement shall commence on the Effective Date and shall continue until May 31, 2021, unless earlier terminated as herein provided.
- B. Not withstanding anything to the contrary, either party may terminate this Agreement, at any time, with or without cause, upon 30 business days written notice to the other party, and, upon such termination InWell and WBCCSC shall be relieved from all obligations relating to this Agreement, except such obligations arising prior to the date of termination and such provisions expressly stated to survive the termination of this agreement.

5. Relationship of the Parties

The relationship between InWell and WBCCSC shall be that principal (WBCCSC) and independent contractor (InWell) and shall not be represented as being that of partners, joint ventures, or agent and principal.

inWell

Integrative Wellness, LLC

6. Insurance

A. InWell shall maintain through the term of this Agreement comprehensive general liability and professional liability insurance with coverage limits of at least One Million Dollars per person for personal or bodily injury or property damage and Three Million Dollars aggregate per year, and InWell shall provide WBCCSC with such proof of coverage as WBCCSC may reasonably request.

7. Indemnification

- A. Indemnification by WBCCSC. WBCCSC agrees to indemnify and hold harmless InWell, its affiliates, and each of its stakeholders, directors, officers, employees, and agents from and against any and all losses, claims, damages, actions, liabilities, costs, and expenses (including reasonable attorney fees and expenses related to the defense of any claims), which may arise due to the negligent acts or omissions of WBCCSC's employees or agents or from WBCCSC's breach of its obligations under this Agreement.
- B. Indemnification by InWell. InWell agrees to indemnify and hold harmless WBCCSC, its affiliates, and each of its stakeholders, directors, officers, employees, and agents from and against any and all losses, claims, damages, actions, liabilities, costs, and expenses (including reasonable attorney fees and expenses related to the defense of any claims), which arise due to the negligent acts or omissions of InWell's employees or agents or from InWell's breach of its obligations under this Agreement.
- C. Notify and Defense Claims. WBCCSC and InWell agree to make reasonable efforts to notify each other promptly of commencement of, or indication that, any claim may be asserted against any Indemnified Party, or of any litigation or proceedings against it or any of its officers, directors, or trustees, as appropriate, of which it may be advised which could give rise to a claim by any Indemnified Party.

8. FERPA Compliance

InWell shall train its personnel regarding (i) the confidentiality of all student records that it either creates or receives in the course of its service and (ii) the privacy rights of students and their families under federal and state law, including the Family Educational Rights and Privacy Act, 20 USC §1232g. InWell shall take all appropriate steps to protect the confidentiality of such information and records and prevent it from unauthorized disclosure or release,



Integrative Wellness, LLC

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Western Boone County Community School Corporation
By:
Robert W. Ramey Superintendent
Date:
Ву:
Lynette Clark
InWell Managing Member
Date:

JOINT SERVICE AGREEMENT FOR SPECIAL EDUCATION

This Agreement, made and entered into this day _____ of _____ 20_____, by and between Clinton Central School Corporation, Clinton Prairie School Corporation, Lebanon Community School Corporation, North West Hendricks School Corporation, Rossville Consolidated School District and Western Boone County Community School Corporation ("Participating Corporations"), for the purpose of providing special education services to students with disabilities whose legal settlement is within the Participating Corporations.

This Agreement supersedes all previous Agreements and amendments to said Agreements. The joint special education program ("Cooperative Program") shall be called the Boone-Clinton-North West Hendricks Joint Services.

The Superintendents' Governing Board ("Governing Board") shall be comprised of the superintendent or designee, from each of the Participating Corporations, and the 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 Programs. The Governing Board shall be responsible for establishing policy, approving the annual budget, developing, locating and reviewing Cooperative Programs, reviewing the allocation of equipment and supplies, hiring, evaluating, and determining the compensation of Cooperative administrative and clerical personnel, adopting and periodically reviewing and amending procedures for the operation of the Cooperative Program and providing governance for Cooperative Programs 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.

ARTICLE I

AUTHORIZATION

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. All special education services provided through this agreement shall be administered in accordance with state and federal laws governing the education of disabled children.

ARTICLE II

SCOPE OF AGREEMENT

The Cooperative Program is responsible for the administration of special education and related services for all students who reside within the Participating Corporations. 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 be 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 Participating Corporations Governing Board shall review the operating agreement prior to July 1 of each year to assure a quorum when reviewing the agreement automatically beginning July 1 and ending June 30 of each succeeding year.

ARTICLE III

ADMINISTRATION OF JOINT SERVICE AGREEMENT

Section 1. Administering Corporation and Fiscal Agent

Lebanon Community School Corporation shall be the Administering Corporation of the Cooperative Program and fiscal agent 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. Further, any Participating Corporation may accept into its local programs students from another Participating Corporation and charge transfer tuition for students at a rate set by the agreement of the two (2) Participating Corporations under I.C. 20-8.1-6.1-8 (g). A Participating Corporation chosen by the Governing Board to house a Cooperative Program shall be responsible for providing the facilities necessary for the program.

Section 3. Superintendents' Governing Board

Each Participating Corporation shall have one vote in matters brought before the Governing Board. A quorum shall exist when any four (4) members of the Governing Board are present. The Director of Special Education shall be considered for a quorum. However, the director shall retain the

status as a non-voting ex-officio member. In conducting the business in the Governing Board, a majority vote shall be considered a vote of not less than three (3) of the Participating Corporations.

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 Chairperson, the Director of Special Education or any two (2) members of the Governing Board shall have the authority to call a meeting of the Governing Board at any time; provided, however, that notice of the proposed meeting is delivered to the Superintendents of the Participating Corporations at least forty-eight (48) hours before such meeting is convened. The Governing Board will elect the chairperson during the annual review of the Joint Services Agreement, or as needed during the course of the year.

Section 4. Personnel

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.

ARTICLE IV

TRANSPORTATION

Transportation of disabled children who reside within Participating Corporations shall be provided in accordance with all state and federal laws governing the education of disabled children.

ARTICLE V

FINANCING

Each participating school corporation shall pay into the Joint Service and Supply Fund its proportionate share of the cost to joint programs and services based on their percentage of pupil population K-12 as determined by the State required Fall ADM count. This sum would be determined by the Governing Board. Payments to the Fiscal Agent/Administering Corporation are due in four (4) quarterly payments, on a payment schedule determined by the Governing Board, of each fiscal school year.

The Administering Corporation operates and shall be compensated as administrative and fiscal agent of the Cooperative Program. These fees shall be prorated and charged to Clinton Central School Corporation, Clinton Prairie School Corporation, North West Hendricks School Corporation, Rossville

Consolidated School District and Western Boone County Community School Corporation based on the total Fall ADM of the five (5) participating school corporations as determined annually by the Governing Board.

Each servicing school corporation shall submit all appropriate claims for reimbursement for special classes, programs and services to the Department of Education.

Each sending 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 be the servicing and sending 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 participating corporation using such services will reimburse the servicing 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 account 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 account.

Any equipment or supplies purchased through the joint service and supply account shall be the property of the Joint Services Cooperative Program. 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 Joint Services 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 adopted by the Governing Board.

ARTICLE VIII

CAPITAL IMPROVEMENT COSTS

In the event the Participating Corporations jointly acquire land and improve said land with construction of a new school building facility, the share that each Participating Corporation shall pay shall be determined and made in accordance with the policy of the Governing Board.

ARTICLE IX

STATE AND FEDERAL SUPPORT

With the exception of transportation, all Cooperative 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 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's staff.
- 3. Preparation of reports.
- 4. Program recommendations concerning Cooperative Programs.
- 5. Curricular development.
- 6. Personnel and administrative relations within the Cooperative Programs.
- 7. Communications with Cooperative employees and with the Special Education Administration of the Participating Corporations who are responsible for carrying out special education programs.
- 8. Implementation of policies mandated by the Governing Board or the State within the Cooperative and within the special education programs operated by Participating Corporations.

- 9. Compliance oversight of all Cooperative Programs and of special education programs operated by Participating Corporations.
- 10. Compiling a spreadsheet that tracks equipment and/or supplies purchased through the joint service and supply account.
- 11. Other duties as the Governing Board may direct.

ARTICLE XI

WITHDRAWING

In the event a Participating Corporation wishes to withdraw from this Agreement, it must give written notice on or before April 1st, and the withdrawal shall be effective no sooner than fifteen (15) months and no later than sixty-three (63) months subsequent to the date of said notice. 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

AMENDMENTS

Amendments or changes to this Agreement may be made by a majority vote of the Board of School Trustees of each of the Participating Corporations. A proposed amendment must be submitted to each Participating Corporation at least thirty (30) days prior to final action on the proposed amendment.

ARTICLE XIII

EFFECTIVE DATE

This Agreement shall become effective immediately following the necessary review and approvals of the Participating Corporations and shall be automatically renewed for succeeding periods of one year beginning July 1 and ending June 30.

ARTICLE XIV

EXECUTION OF AGREEMENT

This Agreement is executed for and on behalf of the Governing Body of each Participating Corporation by its respective Governing Body President and Superintendent. Each respective Participating Corporation certifies that its Governing Body has, by resolution 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 have executed this Joint Service Agreement for Special Education the day and year first above written.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

TO BE COMPLETED BY ALL PARTICIPATING SCHOOL DISTRICT OR OTHER PUBLIC AGENCY

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AND SUPPLY AGREEMENT pursuant to the authority		
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WITNESS my hand and Notarial seal this	day of	; 20
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My Commission Expires		
My County of Residence		

www.weboschools.org



Western Boone County Community School Corporation

Salvage List

Salvage-07202020

Qty	Location	Technology Salvage - Item Description	WB Asset Tag	S/N Column1
42	WBHS	Dell 17" Monitors	N/A	
2	WBHS	Dell 17" Monitors	6460	
	WBHS		6284	
	WBHS	Dell Latitude E5500 Laptop	6550	3RB2KH1
	WBHS		6814	9XYZSK1
76	WBHS	HP 645 Probook G2 Laptop	8539	5CG51710L7
	WBHS		8217	5CG51711YM
	WBHS		8560	5CG5170ZH3
	WBHS		8469	5CG51712KJ
	WBHS		7495	
	WBHS		8357	
	WBHS		8604	
	WBHS		8228	
	WBHS		8186	5CG5171181
	WBHS		8592	5CG51723XJ
	WBHS		8515	5CG5170ZH6
	WBHS		8260	5CG51710XD
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7	WBHS	Lenovo ThinkPad Laptop X140e	7037	
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3	WBHS	Apple iPad 16GB	6819	
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Western Boone County Community School Corporat 1201 North State Road Thorntown, IN 460 765.482.6333 765.482.0890 www.weboschools.c

To:

Mr. Ramey and Members of Western Boone School Board

From:

Mrs. Tricia Reed, Director of Curriculum

Re:

Donation

Date:

July 8, 2020

Please accept the following recommendation to accept a donation in the amount of \$600 from Psi Iota Xi sorority for the Speech/Language Department.

EDUCATION & OPERATION FUND COMPARISON REPORT

As of June 30, 2020, the Education Fund cash balance was \$3,065,365. The Education Fund expenditures for June 2020 were \$726,191. As of the end of June 2020, a total of 45% of the 2020 appropriation was expended.

As of June 30, 2020, the Operation Fund cash balance was \$1,947,204. The Operation Fund expenditures for June 2020 were \$363,963. As of the end of June 2020, a total of 37% of the 2020 appropriation was expended.

FYI: The June 2020 - Fund, Appropriation, and Revenue Reports are posted to the School Board Document Site