

SCHOOL BOARD MINUTES
REGULAR SCHOOL BOARD MEETING
ADMINISTRATION OFFICE
September 14, 2015
7:00 P.M.

Call to Order: Board members in attendance: Mike Biesecker, Rick Davis, Phil Foster, Debbie Smith & Shane Steimel
Absent: Mike Martin & Bill Noland

Pledge of Allegiance
Prayer

I. MINUTES

The Board President recommended the Board approve the minutes of the August 10, 2015 Regular School Board Meeting.
Board Motion: So Moved
Motion: Mike Biesecker Second: Phil Foster (discussion) Vote: 5-0 with Debbie abstaining

II. SPECIAL PRESENTATIONS/RECOGNITIONS

None Presented

III. REPORTS

- 1:1 Laptop Initiative: Kyle Whiteley
- Maintenance, Facilities and Grounds: Joe Keith
- 2015-2016 RISE Teacher Evaluation: Judi Hendrix

IV. ACTION ITEMS

By individual motions, the Board approves/adopts the following items or actions.

1. PERSONNEL

- **Thorntown Positions:**
 - Kelly Fettig/Quella Rutledge, Spell Bowl
 - Alice Foster/Jane Mohler, Math Bowl
 - Aimee Collins, Student Council
 - Susan Allen/Beth Wright, Yearbook
 - Brenda Gillum, Assistant Coach 5th grade volleyball
- **Western Boone Positions**
 - Colin Haney, Instructional assistant for special education department, 29 ¾ hours effective September 3, 2015
 - Benjamin Jones, Volunteer chaperone for FFA program, National Convention in Louisville, Ky. October 28-31, 2015
 - Riley Lerch, Co-sponsor of Pep Club
- **Western Boone Transportation Personnel**
 - Resignation, Beth Demaree driver route 6
 - Pam McPeak, special needs monitor
 - Linda Woodard, special needs monitor
 - Stephanie Latham, certified driver

Board Motion: So Moved
Motion: Debbie Smith Second: Phil Foster (discussion) 5-0

2. BUSINESS

- **Early Release Days:** Dr. Hendrix recommended the Board approve the Early Release Days; November 9, 16, 23, 30 for teacher professional development. Elementary students dismissed at 2:10 and WB students dismissed at 2:25.

Board Motion: So Moved

Motion: Rick Davis Second: Mike Biesecker (discussion) Vote: 5-0

- **Out of State Field Trips:** Dr. Hendrix recommended the Board approve the following requests:
 - Advanced Art Classes to St Louis, April 29, 2016
 - FFA National convention, Louisville, Ky, October 28-31, 2015
 - FFA Southeastern Regional Livestock Judging Contest, Raleigh, NC, October 28-November 1, 2015

Board Motion: So Moved

Motion: Debbie Smith Second: Phil Foster (discussion) Vote: 5-0

- **Non-Resident Student Transfers:** Dr. Hendrix recommended the Board approve the following non-resident requests:
 - Hayden Maddox, Western Boone grade 12
 - Zoe Swartz, Western Boone grade 9
 - Mary Keesee, Western Boone grade 10
 - Allesandra Lawson, Granville Wells preschool
 - Kandice Lawson, Granville Wells grade 1
 - Wyatt Saunders, Thorntown, grade 6

Board Motion: So Moved

Motion: Mike Biesecker Second: Rick Davis (discussion) Vote: 5-0

- **3-Year Agreement for Athletic Training Services:** Dr. Hendrix recommended the Board approve the 3-year contract for Athletic Training services with St. Vincent Sports Performance effective July 1, 2015 thru June 30, 2018

Board Motion: So Moved

Motion: Rick Davis Second: Mike Biesecker (discussion) Vote: 5-0

- **2016 Corporation Budget Hearing**
 - The Business Manager entertained a motion to open the 2016 Budget Hearing.
Motion: Debbie Smith Second: Mike Biesecker (discussion) Vote: 5-0
 - The Business Manager entertained comments/questions regarding the 2016 Budget.
 - The Business Manager entertained a motion to close the 2016 Budget Hearing.
Motion: Debbie Smith Second: Mike Biesecker (discussion) Vote: 5-0
- **2016-2018 Capital Projects Hearing**
 - The Business Manager entertained a motion to open the 2016-2018 Capital Projects Plan Hearing.
Motion: Debbie Smith Second: Mike Biesecker (discussion) Vote: 5-0

- The Business Manager entertained comments/questions regarding the 2016-2018 Capital Projects Plan Hearing.
- The Business Manager entertained a motion to close the 2016-2018 Capital Projects Plan Hearing.

Motion: Debbie Smith Second: Mike Biesecker (discussion) Vote: 5-0

○ **2016-2027 Bus Replacement Hearing**

- The Business Manager entertained a motion to open the 2016-2027 Bus Replacement Plan Hearing.
- The Business Manager entertained comments/questions regarding the 2016-2027 Bus Replacement Plan Hearing.
- The Business Manager entertained a motion to close the 2016-2027 Bus Replacement Plan Hearing.

Motion: Rick Davis Second: Debbie Smith (discussion) Vote: 5-0

Motion: Rick Davis Second: Debbie Smith (discussion) Vote: 5-0

Motion: Rick Davis Second: Debbie Smith (discussion) Vote: 5-0

- **2-Year Master Teaching Contract:** Dr. Hendrix recommended the Board approve the Master Teaching Contract, July 1, 2015 thru June 30, 2017.

Board Motion: So Moved

Motion: Debbie Smith Second: Phil Foster (discussion) Vote: 5-0

- **Special Purpose Bus Driver Training:** Cecil Gosser, Transportation Director, recommended the Board approve the training procedures for the Special Purpose Bus Drivers.

Board Motion: So Moved

Motion: Mike Biesecker Second: Phil Foster (discussion) Vote: 5-0

V. CLAIMS

The Board President entertained a motion to approve the claims for the period of August 10, 2015 through September 14, 2015

Board Motion: So Moved

Motion: Debbie Smith Second: Mike Biesecker (discussion) Vote: 5-0

VI. FINANCIAL REPORT

Comparison of appropriations spent through August 2015
Copier Lease – 5 year lease to own 9 Xerox copiers with CopyCo
Property/Casualty Insurance 2015-2016 – still with underwriters
LP Propane: Wright Propane Company

VII. OTHER

Dr. Hendrix recommended the Board approve Ester McCord as a Substitute Bus Driver.

Board Motion: So Moved

Motion: Mike Biesecker Second: Debbie Smith (discussion) Vote: 5-0

VIII. ANNOUNCEMENTS: None

IX. ADJOURNMENT

The School Board President asked for a motion to adjourn.

Board Motion: So Moved

Motion: Mike Biesecker Second: Phil Foster (discussion) Vote: 5-0

Western Boone Modified RISE Evaluation Plan
2015-2016

State Law: Must be annual for every teacher, must show student growth data, must put teachers in one of four ratings.

Staff members that are not present 162 days of the school year will be evaluated using two short observations until the following year that they are present 162 days. These staff members will keep their previous year's category. For those teachers present at least 120 days who kept ineffective rating, there must be sufficient evidence in accordance to their improvement plan to support evaluator's recommendation for continued employment or dismissal.

Using the Modified RISE Model

Domain 1: Planning=10%
Domain 2: Instruction=80%
Domain 3: Leadership=10%
Core Professional Domain

Teachers rated as Highly Effective or Effective from previous year:

Goal conference-August/September using RISE rubric

Short Observation: Use electronic RISE Teacher Effectiveness Rubric

- At least 1 during fall semester
- No pre-conference
- At least 10 minutes in length
- Response will include return of form electronically and discussion if noted by administration or teacher

Mid-Year Extended Observation: Use electronic RISE Teacher Effectiveness Rubric

- Completed by March 1st
- No pre-conference required
- At least 30 minutes in length
- Feedback will be sent electronically within 5 school days following observation
- Post-conference if noted by administration or teacher

Final Evaluation: Conference must be completed in May using RISE rubric

- Phase I: Meet with teachers individually with rubric (Domain 1, 2, 3 and Core Professional Domain), SLO data and compiled documentation. Evaluation will be signed by teacher and administrator.
- Teachers will be preliminarily placed in one of four rating categories
- Teachers who are rated as Improvement Necessary or Ineffective will start a professional development plan (use Professional Development Plan form)

Fall Information/Data Available

- Phase II: Using Summative Form, 75% from RISE rubric and 10% from School-Wide Learning (SWL)(school grade A-F). 15% from Student Learning Objectives (SLO) or Individual Growth Model (IGM). Will be signed by teacher and administrator
- Teachers will be placed in one of four rating categories
- Teachers who are rated as Improvement Necessary or Ineffective will start a professional development plan (use Professional Development Plan form)

Teachers rated as Probationary, Improvement Necessary or Ineffective

Goal conference: August/September using RISE rubric

Short Observation: Use electronic RISE Teacher Effectiveness Rubric

- At least 2 during fall semester and at least 2 during spring semester
- No pre-conference
- At least 10 minutes in length
- Response will include return of form electronically and discussion if noted by administrator or teacher

Mid-Year Extended Observation: Use RISE Teacher Effectiveness Rubric

- Completed by March 1st
- No pre-conference required
- At least 30 minutes in length
- Feedback will be sent electronically within 5 school days following observation
- Post-conference if noted by administrator or teacher

Final Evaluation: Conference must be completed in May using RISE rubric

- Phase I: Meet with teachers individually with rubric (Domain 1, 2, 3 and Core Professional Domain), SLO data and compiled documentation. Evaluation will be signed by teacher and administrator.
- Teachers will be preliminarily placed in one of four rating categories
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Fall Information/Data Available

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- Teachers will be placed in one of four rating categories
- Teachers who are rated as Improvement Necessary or Ineffective will start a professional development plan (use Professional Development Plan form)

Final Yearly Summative Rating (Will be determined once IDOE releases IGM and SWL data)

75% from Teacher Effectiveness Rubric 10 % from School Wide Learning 15% from SLO or IGM

Four Category Final Ratings

4=Highly Effective 3=Effective 2=Improvement Necessary 1=Ineffective

Negative Impact on Statewide Assessments

Teachers using IGM Data from ISTEP

Negative impact on student learning, as measured by student performance on statewide assessments, is characterized by a significant decrease in student achievement and notably low levels of student growth. IDOE will calculate negative impact for all teachers with IGM data. The determination of negative impact is based on two key variables:

- 1) Mean ISTEP+ scale score: The mean ISTEP+ scale score must drop by 15 or more scale points from one year to the next.
- 2) Median student growth percentile: The median student growth percentile must be 15 or less

The criteria for both variables must be met in order for a teacher to be identified as negatively impacting student learning.

Teacher using SLO Data of Approved Assessments

Negative impact on student learning will be defined as assessment data that falls into the ineffective category as detailed in the teacher's Student Learning Objective (SLO).

Per state law, any teacher who shows negative impact will only be allowed to be in the category of improvement necessary or ineffective.

Appeal Process

Any staff member that receives a rating score of ineffective may request a private conference with the Superintendent within 10 days following the summative conference with the primary evaluator. Request and reasons for appeal must be submitted in writing. Following conference, the Superintendent will have 10 days to give written reply noting change or no change to rating score. Written document will be placed in teacher's permanent file.

AGREEMENT FOR ATHLETIC TRAINING SERVICES

THIS AGREEMENT FOR ATHLETIC TRAINING SERVICES ("Agreement") is entered into by and between **ST. VINCENT HEALTH, INC.**, an Indiana nonprofit corporation, (hereinafter "St. Vincent") and **WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION** (hereinafter "School").

WITNESSETH:

WHEREAS, St. Vincent is the owner and operator of a hospital known as St. Vincent Hospital and Health Care Center, Inc. d/b/a St. Vincent Sports Performance ("Hospital"), with facilities located in Indianapolis, Marion County, Indiana; and

WHEREAS, the Hospital owns and operates a Sports Performance Program wherein health promotion, education and assessments and sports injury treatment and rehabilitation services are performed; and

WHEREAS, Hospital has the experience and resources necessary to do assessment of physiological states related to health status and perform the necessary on-the-field evaluations, transportation and management of athletic injuries; and

WHEREAS, Hospital is committed to assisting individuals to achieve their optimal athletic performance through education and the appropriate prevention, treatment and rehabilitation of injuries; and

WHEREAS, School operates an athletic department and has athletic participants, parents, coaches, faculty and administrators who are interested in maintaining the appropriate medical care for the School's athletes; and

WHEREAS, School wishes to contract with Hospital on behalf of its athletes to make athletic training services more accessible to them.

NOW, THEREFORE, in consideration of the mutual covenants as contained therein, the parties agree as follows:

I. DEFINITIONS

Unless otherwise clearly required by the context of this Agreement, the terms set forth below shall have the following meaning ascribed thereto:

- 1.1 St. Vincent. "St. Vincent" shall mean St. Vincent Health, Inc.
- 1.2 Hospital. "Hospital" shall mean St. Vincent Hospital and Health Care Center, Inc., d/b/a St. Vincent Sports Performance, an Indiana nonprofit corporation, acting through its President or President's designee.

- 1.3 Program. "Program" shall mean the services and assessments provided through the Sports Performance Program operated by Hospital.
- 1.4 Policies of Hospital. "Policies of Hospital" shall mean and include the Bylaws and rules of the Hospital, the Bylaws and rules of Hospital's Medical Staff as approved by Hospital's Board, Hospital personnel policies, and other established policies, practices and procedures of St. Vincent.
- 1.5 School. "School" shall mean Western Boone County Community School Corporation, an Indiana public school currently conducting business from the address of 1205 North State Road 75, Thorntown, IN 46071.
- 1.6 Services. "Services" shall mean those duties and responsibilities of Trainer as set forth in Addendum "A."
- 1.7 Trainer. "Trainer" shall mean the individual providing Services at the School on behalf of Hospital.

II. PROVISION OF SERVICES BY HOSPITAL

- 2.1 St. Vincent, through Hospital, shall provide School with Trainer(s) who will provide the Services more fully described in Addendum "A," which is attached hereto and incorporated herein.
- 2.2 Parties acknowledge that any Trainer providing Services pursuant to this Agreement is bound by Indiana law concerning the scope of their respective practice. Nothing in this Agreement is intended to permit or require the Trainer to act beyond the scope of any regulated practice or the Trainer's education or experience. The Trainer is obligated only to follow his or her own training and professional judgment while performing Services under this Agreement.

III. OBLIGATIONS OF SCHOOL

- 3.1 School agrees to provide an area for Trainer to provide Services in the School. The area shall be equipped with the necessary athletic training supplies, including ice and water.
- 3.2 School agrees to grant Hospital the exclusive right to provide sports medicine education and services at the School location as well as competitions at the School location identified in Addendum "A." Hospital may, at its sole discretion, permit a third party to provide such services at the School location by giving prior written consent to the School. Hospital's consent to allow a third party to provide such services at the School will be limited to the services and third party service provider

specifically requested by the School. School shall obtain separate written consent from Hospital prior to each occurrence of such services being provided by a third party at the School.

- 3.3 School agrees to timely notify Hospital in case of an event cancellation for which Trainer would be required to provide Services
- 3.4 School agrees to timely notify Hospital of any athletic injury incurred when Trainer is not present at the School.
- 3.5 School agrees to provide a liaison to be located on-site at the School. The liaison shall be available for Trainer to contact while Trainer is performing Services under this Agreement.
- 3.5 Corporate Compliance. Hospital has in place a Corporate Compliance Program which has as its goal to ensure that Hospital complies with federal, state and local laws and regulations. The Corporate Compliance Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Corporation acknowledges Hospital's commitment to the Corporate Compliance Program and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of corporate compliance adopted by Hospital. School further agrees to disclose immediately any proposed or actual debarment, exclusion or other event that makes School ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

IV. EXCLUSIVITY

- 4.1 Exclusive Provider of Medical Services. School and St. Vincent agree that St. Vincent, through Hospital shall have the exclusive right to provide sports medicine services at all School events and that it shall also have the exclusive right to hold itself out as the "Official Provider of Sports Medicine Services" for the School. In addition, School shall not endorse any other provider of sports medicine services or permit any other provider of sports medicine services to either hold themselves out as a provider of sports medicine services to the School or, except in emergency situations, provide sports medicine services at any School event. For the purposes of this Section, a "provider of sports medicine services" shall include physicians, athletic trainers, and other individuals seeking to provide sports medicine services at School events.
- 4.2 School and Hospital agree that the School shall grant the Hospital the exclusive right to provide and perform sports medicine education and

sports medicine services at the School location. Hospital may, at its sole discretion, permit a third party to provide such services at the School location by giving prior written consent to the School. Hospital's consent to allow a third party to provide such services at the School will be limited to the services and third party service provider specifically requested by the School. School shall obtain separate written consent from Hospital prior to each occurrence of such services being provided by a third party at the School.

- 4.3 School and Hospital agree that the School shall grant the Hospital the exclusive right to advertise at the School and at School-sponsored events. As such, the School shall not accept sponsorship from other providers who are in competition with Hospital without Hospital's express written consent, nor shall School allow other providers to advertise medical services at the School or School-sponsored events. The determination of whether another provider is in competition with Hospital shall remain exclusively with Hospital. School agrees to grant Hospital the exclusive sponsorship rights more fully described in Addendum "B" which is attached hereto and incorporated herein.

V. TERM AND TERMINATION

- 5.1 Term. The term of this Agreement shall be for three (3) years commencing on the 1st day of July, 2015 ("Effective Date") and terminating on the 30th day of June 2018.
- 5.2 Termination. This Agreement may be terminated as follows:
- 5.2-1 Termination by Agreement. In the event St. Vincent and School shall mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
- 5.2-2 Early Termination. This Agreement may be terminated by either party with or without cause by delivering a written notice of termination to the other party at least ninety (90) days prior to such early termination.
- 5.2-3 Termination for Breach. In the event either party commits a material breach of this Agreement, the non-breaching party may terminate this Agreement by providing the other party with a thirty (30) day notice of intent to terminate as a result of the breach. Provided, however, the breaching party shall have said thirty (30) day period in which to effect a cure of the breach, which, if cured within said thirty (30) day period, shall cause this Agreement to continue in full force and effect. Otherwise, this Agreement shall

terminate thirty (30) days from the date of the notice of intent to terminate sent by the non-breaching party.

VI. INSURANCE

- 6.1 Professional Liability. During the term of this Agreement, and for any extension(s) hereof, St. Vincent shall ensure Staff providing Services have sufficient Medical Malpractice Insurance (or a policy of self-insurance) with those limits so as to qualify Staff as providers under the Indiana Medical Malpractice Act (I.C. § 34-18 et seq.). St. Vincent shall provide to Organization proof of such coverage upon request.
- 6.2 Comprehensive and Property Damage Liability. School or School Corporation shall carry occurrence form, Primary Commercial General Liability in minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate, combined single limit on \$1,000,000 bodily injury and \$1,000,000 property damage and \$2,000,000 general aggregate. Such policy shall also include contractual liability protection insurance to satisfy School's indemnification obligations set out in Section VIII below.

VII. STATUS OF PARTIES

- 7.1 Status of Parties. In performing the services as contemplated hereunder, St. Vincent and School agree that each is acting as an independent contractor and not as the agent or employee of the other. Each party agrees to pay, as they become due, all federal and state withholding and income taxes, as well as other payroll taxes, including Social Security taxes due and payable on the compensation earned by their respective employees and to hold each other harmless from any and all taxes, penalties or interest which might arise by the failure to do so.

VIII. INDEMNIFICATION

- 8.1 School Indemnification. School agrees that it will indemnify and hold harmless St. Vincent, the Hospital, its officers, agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of the School or any of its agents or employees.
- 8.2 St. Vincent Indemnification. St. Vincent agrees that it will indemnify and hold harmless the School, its officers, agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or failure to act of St. Vincent, Hospital, or any of its agents or employees.

IX. ETHICAL AND RELIGIOUS RESTRICTIONS

- 9.1 Ethical and Religious Directives. Parties acknowledge that St. Vincent conducts its operation in a manner consistent with the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the United States Conference of Catholic Bishops, Washington D.C., of the Roman Catholic Church or its successor ("Directives"). It is the intent and agreement of the parties that neither this Agreement nor any part hereof shall be construed to require St. Vincent or Hospital to violate said Directives in its operation, and all parts of this Agreement must be interpreted in a manner that is consistent with said Directives.

X. NONCOMPETITION

- 10.1 Covenant Not to Hire. During the term of this Agreement and for a period of two (2) years following either termination of this Agreement for whatsoever reason or School's replacement of Hospital as provider of Services, the parties agree that School shall not at any time in any manner, directly or indirectly, solicit, contract, hire or approach, either orally or in writing a Trainer to provide Services or athletic training services similar to those contained in this Agreement.

XI. GENERAL PROVISIONS

- 11.1 Confidentiality. School shall not disclose any data, reports or other materials containing information specific to St. Vincent or the Hospital or the Program without the prior written consent of St. Vincent or Hospital. St. Vincent, Hospital and School agree that the terms and conditions of this Agreement shall remain confidential. Neither St. Vincent, Hospital nor School shall distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to parties other than their employees or agents.
- 11.2 Notices. Notices or communications herein required or permitted shall be given to the respective parties by registered or certified mail (said notices being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

SCHOOL

Western Boone County
Community School Corporation
1205 North State Road 75
Thorntown, IN 46071

HOSPITAL

Jonathan S. Nalli
Chief Executive Officer
St. Vincent Health, Inc.
10330 N. Meridian Street
Indianapolis, IN 46290

COPIES TO:

Ralph Reiff, M.Ed., LAT, ATC
Director
St. Vincent Sports Performance
8227 Northwest Blvd., Suite 160
Indianapolis, IN 46278

St. Vincent Contract Management
8402 Harcourt Road, Suite 823
Indianapolis, IN 46260

- 11.3 Assignments. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by St. Vincent without the written approval of School to any successor entity operating the facility now operated by St. Vincent or to a Related or Affiliated Organization. "Related or Affiliated Organization" shall mean an entity whose sole member or owner is St. Vincent Health, Inc. or one of its subsidiaries.
- 11.4 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and does constitute the entire Agreement between the parties hereto and St. Vincent and School shall neither be entitled to other benefits than those herein specifically enumerated.
- 11.5 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.
- 11.6 Governing Law. This Agreement shall be construed and governed by the laws of the state of Indiana.

- 11.7 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 11.8 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 11.9 Regulatory Compliance. The parties agree that this Agreement is intended to comply with all applicable state and federal laws, rules, regulations and accreditation standards including, but not limited to, the Medicare and Medicaid Fraud and Abuse Statute and Regulations, HIPAA, OSHA, and standards of accrediting bodies, including JCAHO standards, and all regulations governing use of facilities financed with tax-exempt bonds ("Laws"). If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Laws, and after consultation with the other party, and thirty (30) days after written notice to the other party, the parties shall renegotiate the portion of this Agreement that creates the violation of the Laws. If the parties fail to reach agreement within one hundred twenty (120) days following said written notice, this Agreement shall terminate.
- 11.10 HIPAA Compliance. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"), and as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which St. Vincent or its subsidiary organizations are subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that Hospital is at all times in conformance with all Privacy Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.
- 11.11 Interpretation. The parties hereto acknowledge and agree that (i) each party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against

the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

- 11.12 Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the Agreement shall not apply a presumption that the terms hereof shall be more strictly construed against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation of this Agreement.
- 11.13 Rights of Third Parties. Nothing in this Agreement whether express or implied, is intended to confer any rights or remedies on any persons other than the parties to this Agreement and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provisions give third persons any right of subrogation or action against any party to this Agreement.
- 11.14 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of St. Vincent and School. Each duplicate copy shall be deemed an original, but both duplicate originals together constitutes one and the same instrument.

XII. EXECUTION

IN WITNESS WHEREOF, the duly authorized representatives of St. Vincent and School have executed this Agreement on the dates written below.

ST. VINCENT HEALTH, INC.

By: _____
Jonathan S. Nalli
Chief Executive Officer

Date: _____

**WESTERN BOONE COUNTY
COMMUNITY SCHOOL
CORPORATION**

By: _____

Printed: _____

Date: _____

ADDENDUM "A"
SERVICES ELEMENTS

High School Coverage:

- Monday through Friday training room coverage beginning one hour before the end of the school day.
- Weekend practice coverage on a mutually agreed upon schedule.
- Coverage of all home sports events.
- Travel to away varsity football contests.
- Summer "on call" availability for injury checks
- Physician "injury checks" as arranged by athletic trainer at the school

Middle School Coverage:

- Coverage of home football and wrestling by the high school athletic trainer.
 - Injury checks provided by high school athletic trainer in the training room daily.
 - Athletic trainer will be available to middle school athletes via radio/phone during high school events.
-
- Payment from School:
 - \$13,950 for 2015-16
 - \$14,200 for 2016-17
 - \$14,450 for 2017-18
 - Two sports psychology presentations per year. Topic and target audience to be determined by athletic director and SVSP.
 - Two sports nutrition presentations per year. Topic and target audience to be determined by athletic director and SVSP.

ADDENDUM "B"

SPONSORSHIP ELEMENTS

From and after the Effective Date and during the Term, subject to the terms and conditions of this Agreement, Hospital shall be, and be treated as a sponsor with the School. As a sponsor, Hospital hereby purchases and School hereby sells to Hospital the following privileges:

Obligations of Western Boone County Community School Corporation:

- SVSP will agree to purchase a space on the football scoreboard for the duration of the agreement at the cost of \$1000/year. This will include add space in the program guide. Additionally temporary signs provided by SVSP will be placed in the gyms and at other outdoor venues.

TO: Dr. Judi Hendrix Superintendent
School Board Members

FROM: Cecil Gosser, Transportation Director

DATE: September 1, 2015

SUBJECT: SP driver safety training

This year, Western Boone Schools implemented the Indiana Department of Education's safety training for multi-purpose school bus "SP bus" drivers. Under IC 20-27-8-10.5, after September 1, 2009, the Indiana Department of Education is required to make available safety training to school districts for SP bus drivers. The program has drivers view 4 videos with a 5 question quiz after each video. The driver must answer 4 out of the 5 questions correct to pass. The driver can attempt the quiz and watch the videos as many times as required to pass.

I propose beginning each school year to have potential SP bus drivers to review and sign a page of general rules and State regulations regarding the safe operations of the SP buses. Agreeing to complete the online safety course before being allowed to drive an SP bus, and to help keep the SP buses clean for the next user.

In the past, there have been flagrant violations of rules for safe operations of the SP buses and we are striving to keep the operations safe. With technology allowing us to monitor the operations of the SP buses, I propose a warning form to be signed by anyone caught disregarding the rules governing the safe operations of the buses. If a second violation occurs during the same school year, I propose denying bus driving privileges.

These changes will help bring Western Boone Schools in compliance with state requirements for providing safety training for all our bus drivers.

Cecil Gosser
Transportation Director
Western Boone Schools

enclosures: 2

GENERAL FUND COMPARISON REPORT:

As of August 31, 2015, the General Fund cash balance was \$1,766,947.

The total General Fund expenditures through August, 2015 was \$6,949,690 or 58% of the 2015 appropriation.