

BOARD MINUTES
PUBLIC MEETING
ADMINISTRATION OFFICE
August 14, 2017
7:00 P.M.

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

- **MINUTES**

- The Board President recommended the Board approve the minutes of the July 17, 2017 School Board Meeting.

Motion: Dennis Reagan, Second, Melissa Smith (Discussion) Vote: 6-0
Abstaining: Rick Davis & Mike Martin

- **SPECIAL PRESENTATIONS/ RECOGNITIONS**

Julie Hill- School Counseling Department

- **ACTION ITEMS**

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

1. **PERSONNEL-** All employment recommendations are pending completed satisfactory criminal background history reports
 - **Granville Wells Elementary**
 - Brittany Fitzgerald- Employment- RtI (Success Period) effective 2017-2018 school year
 - Shannon Reid- Employment- Special Education Instructional Assistant effective 2017-2018 school year
 - Cassie Lowhorn- Employment- Dev. PreK/ Lifeskills Instructional Assisstant effective 2017-2018 school year
 - Cassie Anderson- Employment- 2nd Grade Assistant effective 2017-2018 school year
 - Natalie Copeland- Employment- Special Education Instructional Assistant effective 2017-2018 school year
 - Courtney Hannemann- Employment- Kindergarten Teacher effective 2017-2018 school year
 - Tami Ison-Employment- Physical Education Instructional Assistant effective 2017-2018 school year
 - Danielle Bowman- Employment- Cafeteria Assistant effective 2017-2018 school year
 - Lynn Abney – FMLA from August 9th through October 4th, 2017
 - **Thorntown Elementary**
 - Amy Vyain- Resignation- School Nurse effective August 7, 2017
 - Kristie Ballentine- Resignation- Kindergarten Instructional Assistant effective immediately

- Maria Higer- Employment- School Nurse effective 2017-2018 school year
- April Shipper- Employment- Cafeteria Assistant effective 2017-2018 school year
- Kristine Barnes- Employment- Cafeteria Assistant effective 2017-2018 school year
- Shazia Baker- Employment- Special Education Instructional Assistant effective 2017-2018 school year
- Tami Ison- Employment- Physical Education Instructional Assistant effective 2017-2018 school year
- Maria Villialba- Employment- Head 5th grade Volleyball Coach
- Brenda Gillum- Employment - Assistant 5th grade Volleyball Coach
- **Western Boone**
 - Karen Turner- Employment- Part Time Cafeteria effective August 1, 2017
 - Morgan Smith- Employment- Special Education Teacher effective 2017-2018 school year
 - Philip Webb- Employment-Physical Education Teacher effective 2017-2018 school year
 - Sara Nicodemus- FMLA- effective from November 17, 2017 until January 8, 2018.
 - Teresa Shepherd- Resignation- Media Center effective July 5, 2017
 - Jordon Klinedinst- Resignation- Health and PE Teacher effective July 27, 2017
 - **2017-18 ECA Additional Recommendations-**
 - Olivia Cape- Fall Play Assistant
 - Terri Gavin- Fine Arts Department Chair
 - Jennifer Foxworthy, Rita Newton- Junior High Quiz Bowl
- **Western Boone Athletics for the 2017-2018 school year**
 - Jordon Klinedinst- Resignation- Head Varsity Baseball Coach
 - Michelle Payne-Knoper- Employment- Assistant Jr. High Cross Country Coach
 - Brett Comer- Volunteer- Varsity Football Assistant Coach
 - Todd Smith- Volunteer- Jr. High Football Assistant Coach
 - Luke Pearson- Employment- Boys Varsity Basketball Assistant Coach
 - Kyle Medeiros- Employment- 8th Grade Boys Head Basketball Coach
 - Mark Lickliter- Employment- 7th Grade Boys Head Basketball Coach
 - Brian Bowerman- Employment- Girls Varsity Basketball Assistant Coach
 - Katy Copey- Employment- Girls JV Basketball Head Coach
 - Jayme Brewer- Employment- 8th Grade Girls Head Basketball Coach
 - John Mercer- Employment- 7th Grade Girls Head Basketball Coach
 - Katy Swisher- Employment- 6th Grade Girls Head Basketball Coach
 - Matt Joyce- Employment- Varsity Wrestling Head Coach
 - Eric Adams- Employment- Varsity Wrestling Assistant Coach
 - Bobby Taylor Jr.- Employment- Jr. High Wrestling Head Coach
 - Isaiah Huckstep- Employment- Jr. High Wrestling Assistant Coach
 - Wes Mikesell- Employment- Elementary/ Youth Wrestling Coach
 - Colin Haney- Employment- Varsity Girls Tennis Head Coach
 - Dustin Cunningham- Employment- Varsity Girls Tennis Assistant Coach
 - Willie Smith- Employment- Boys Golf Head Coach
 - Jayme Comer- Employment- Varsity Track Head Coach
 - Keith Lively- Employment- Varsity Track Assistant Coach

- Mathan Gadbury- Employment- Varsity Track Assistant Coach
- Sara Solomon- Employment- Varsity Track Assistant Coach
- Jeremy Huckstep- Employment- Varsity Track Assistant Coach
- Amy Morrison- Employment- Jr. High Boys and Girls Track Head Coach
- Sydney Riegel- Employment- Jr. High Cheerleading Head Coach
- Sheri Riegel- Volunteer- Jr. High Cheerleading Coach
- Philip Webb- Employment- Varsity Baseball Head Coach
- Michael Cullen- Position Change- From Jr. High Girls Soccer Head Coach to Varsity Girls Soccer Assistant Coach
- Tom Aguilar- Position Title Change- From Varsity Boys and Girls Soccer Assistant Coach to Jr. High Girls Soccer Head Coach

Motion: Rick Davis, Second: Mike Martin (Discussion) Vote: 7-0

2. BUSINESS

- **Non-Resident Students**
 - Superintendent Ramey recommended the Board to approve the following non-resident students
 - Elsa Gick- Thorntown Elementary School, Kindergarten
 - Ezekiel Brown- Thorntown Elementary School, Kindergarten
 - Isabella Brown- Thorntown Elementary School, Kindergarten
 - Nathaniel Sallee- Thorntown Elementary School, 4th Grade
 - Kennen Hobensack- Thorntown Elementary School, 6th Grade
 - Natasha Hobensack- Thorntown Elementary School, 4th Grade
 - Logan Evalenko- Granville Wells Elementary School, 3rd Grade
 - Quinn Cunningham- Granville Wells Elementary School, Pre-K
 - Jordan Snarud- Granville Wells Elementary School, 1st Grade
 - Tristan Mofford- Granville Wells Elementary School, Kindergarten
 - Zachary Schneider- Granville Wells Elementary School, Kindergarten
 - Tray Ray- Granville Wells Elementary School, 6th Grade
 - Addyson Schneider- Granville Wells Elementary School, 4th Grade
 - Bryleigh Fussell- Granville Wells Elementary School, 3rd Grade
 - Cambrie Napier- Granville Wells Elementary School, Pre-K
 - Lilly Sallee- Western Boone Jr. Sr. High School, 7th Grade
 - Gavan Sallee- Western Boone Jr. Sr. High School, 9th Grade
 - Kaiden Rothenberger- Western Boone Jr. Sr. High School, 7th Grade
 - Jacob Taylor- Western Boone Jr. Sr. High School, 7th Grade
 - Ashlyn Sallee- Western Boone Jr. Sr. High School, 9th Grade
 - Samantha Bogan- Western Boone Jr. Sr. High School, 10th Grade
 - Haley Schneider- Western Boone Jr. Sr. High School 9th Grade
 - Arianna Hobensack- Western Boone Jr. Sr. High School 9th Grade
 - Dylan Byrne- Western Boone Jr. Sr. High School 12th Grade

- Hayden Woodruff- Western Boone Jr. Sr. High School, 10th Grade
- Annie Lundy- Western Boone Jr. Sr. High School, 9th Grade
- Lili Jones – Western Boone Jr. Sr. High School, 7th Grade

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

- **Naming Rights / Athletic Training**

- Superintendent Ramey recommended the Board to approve the Naming Rights Agreement and the Athletic Training Services Agreement subject to final terms being finalized by Attorney Kent Frandsen and Witham Health Services.

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

- **District Vision, Mission, Core Value Statement and District Goals**

- Superintendent Ramey recommended the Board to approve the District Vision, Mission, Core Value Statements and District Goals for the 2017-2018 school year as presented

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

- **Addition to Board Policies**

- Superintendent Ramey recommended the Board to approve the following policies:
 - **Criminal History Checks-School Employees- 3111**
Expanded Criminal History check on each employee every five (5) years and the Expanded Child Protection Index check on each employee every five (5) years
 - **Criminal History Information- Applicants and Contractors- 3112**
Each Individual hired for employment that is likely to have direct, ongoing contact with children as a result of the individual's position will need to obtain an Expanded Criminal History check and an Expanded Child Protection Index check
 - **Reporting Child Abuse- 3120**
Intended to aid school officials and employees in complying with child abuse reporting laws
 - **Teacher Appreciation Grants- 3136**
Criteria for the distribution of Teacher Appreciation Grant monies received from the Indiana Department of Education

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

- **2018 Budget**

- The Business Manager requested the Board to approve the advertisement of the 2018 Budget, 2018-2020 Capital Project Fund Plan, and the 2018 -2021 Bus Replacement Plan

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

- **CLAIMS**

- **Approval of claims for the period of July 18, 2017 through August 14, 2017 as submitted**

Motion: Phil Foster, Second: Mike Martin (Discussion) Vote: 7-0

- **FINANCIAL REPORT**

- Comparison Report

- **OTHER**

- Superintendent Ramey recommended the Board to approve the following:
 - Non-Resident Transfer Student – Carter Eckert – 2nd Gr – Granville Wells Elementary
 - Non-Resident Transfer Student – Allyssa Rose – 3rd Gr – Granville Wells Elementary
 - Donation - \$250 from Hoosier Agri-Matic Inc to the Athletic Department
 - Christi Martin – Employment – Media Center Instructional Asst at Western Boone Jr-Sr High School
 - Nanette Kentner – Temporary Teacher for FMLA of Lynne Abney at Granville Wells
 - Darcy Overman – Employment – 1st Gr Teacher at Thorntown Elementary

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

- **ANNOUNCEMENTS**

- August 21st – School dismissal will be delayed by 10 minutes later due to the Solar Eclipse
- Jeremy Dexter was acknowledged for having a WeBo Student speak about sportsmanship prior to a Varsity Soccer game.

- **ADJOURNMENT**

The School Board President entertained a motion to adjourn

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



School Counseling Dept. 2016-2017



The Journey

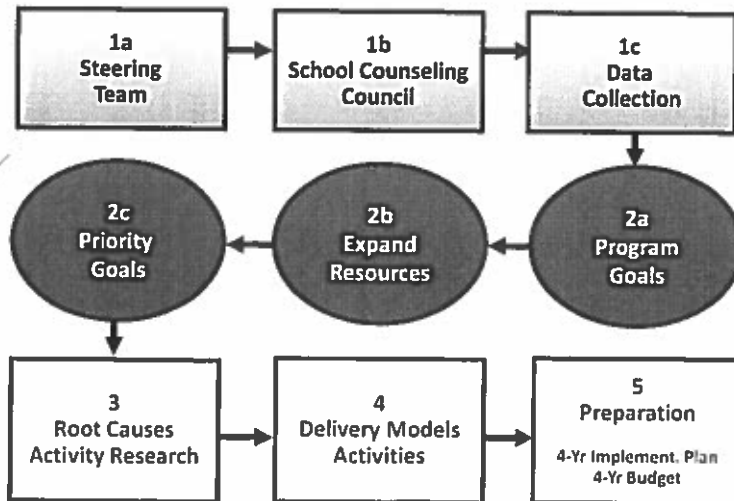
- September 30, 2016—Lilly sends out RFP
- December 15, 2016—Deadline for Planning Grant Proposals (non-competitive)
- January 20, 2017—Planning Grant Notifications
- May 19, 2017—Deadline for Implementation Grant Proposals (competitive--\$100/student Feb 2016 ADM)
- September 30, 2017—Implementation Grant Notifications

The Strategy

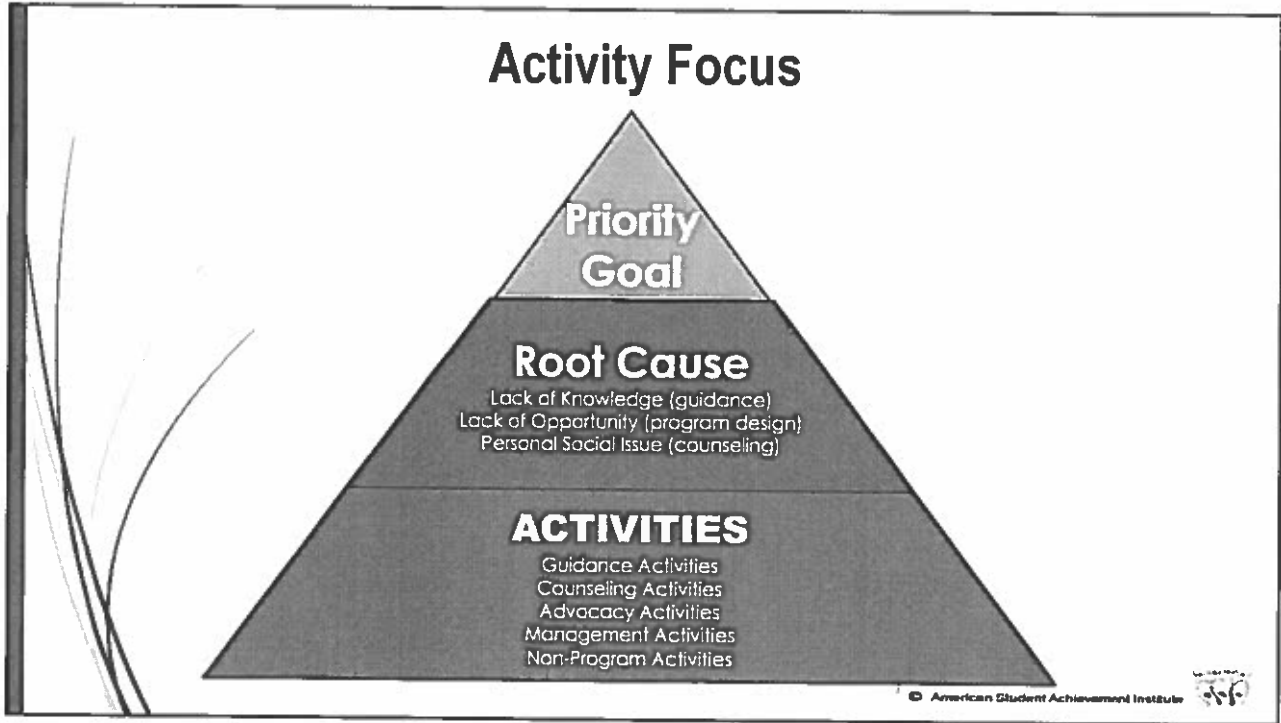
- ▶ Collaborate with area districts
 - ▶ Share Technical Assistance from Fleck Education
 - ▶ Monthly meetings with Montgomery Co teams
 - ▶ Explore Boone Co programs
- ▶ Complete Indiana Gold Star School Counseling Program Initiative (Redesigning School Counseling—RSC)
 - ▶ Provide meaningful program assessment data to drive the “ask” in the Lilly grant proposal
 - ▶ Identify strengths and weaknesses
 - ▶ Prioritize needs of program

RSC 2017 Program Planning Process

2017



ACTION



PRIORITY GOALS

	STUDENT GROUP	CHOICE	BASELINE DATA	TARGET DATA
1	All	Students (or parents) attend a program to learn how to pay for college	11%	40% 10%--7 th /8 th 40%--9 th 50%--10 th 60%--11 th 70%--12 th
2	All	Have a way to organize class materials and assignments	53%	90%
3	All	Have a WRITTEN plan for their future that includes 1) potential careers, 2) postsecondary education plans, 3) high school course plan, 4) testing plan, 5) academic goals for the coming year, and 6) what the student will do to be a better learner.	26%	100%

PRIORITY GOALS

	STUDENT GROUP	CHOICE	BASELINE DATA	TARGET DATA
4	All	Know which options for education after high school best fit your school performance and career goals.		100%
5	All	Take a written or online career interest inventory	13%	100%
6	All	Understand and explore post-secondary options other than 4-year college	Apprentice:40% Tech cer: 22% 2-yr college: 75% Military: ~35% Proprietary: ~29%	70%

PRIORITY GOALS

	STUDENT GROUP	CHOICE	BASELINE DATA	TARGET DATA
7	All	Use strategies to keep their emotions under control	64%	80%

What We Asked

- Do we have sufficient activities to impact each priority goal and its root causes?
- Do we have sufficient activities to impact our non-priority goals?
- Does each of our current activities support at least one program goal?
- Do we have sufficient resources to implement activities with fidelity?

Also Consider

- 2016-2017 Student Perceptions of School Counselors
 - Very positive (SC has high goals, believes all students are important, is fair, know how to help)
- 2016-2017 School Counselor Staffing
 - 3.5 School Counselors (3.0 WEBO 0.5 Thorntown/Wells)
 - Student: Counselor Ratio at WEBO = 300:1
 - Student: Counselor Ratio Corp Wide = 491:1
 - Time Use
 - (Skewed): 35% Guidance, 9% Counseling, 6% Advocacy, 38% Management, 11% Non-Program
 - One Counselor (actual—contract hours): 20% Guidance, 9% Counseling, 9% Advocacy, 46% Management, 16% Non-Program
 - 433 non-contract hours = 60 days
- 2017-2018 School Counselor Staffing
 - 3.0 School Counselors (2.5 WEBO 0.5 Thorntown/Wells)
 - Student: Counselor Ratio at WEBO = 357:1
 - Student: Counselor Ratio Corp Wide = 573:1

Activities Year One

- ▶ Increase Programming around Career Readiness
 - ▶ Students will develop written plan
 - ▶ Revamp WEBO Homeroom Advisory programming (additional time)
 - ▶ Increase use of Indiana Career Explorer
 - ▶ 2-hour Block each quarter
 - ▶ Develop relationships with business/industry (guest speakers, field trips, internship placements)
 - ▶ Career Fair
- ▶ Continued Professional Development for Counseling Staff
- ▶ PBIS Staff Trainings

Year One (continued)

- ▶ Programming to address post-secondary costs
 - ▶ 529 Promotion
 - ▶ College Cost Estimator Participation
 - ▶ Financial Aid/FAFSA Help
- ▶ Student organization skills
 - ▶ Adult modeling
 - ▶ Student Handbook/Planner
- ▶ NeuroScience/Trauma-Informed Practices trainings for staff (pending addnl funding)
- ▶ Hire College & Career Readiness Coach (pending addnl funding)

Activities Year 2-4

- Increase Programming around Career Readiness
 - Students will develop written plan
 - 2-hour Block each quarter becomes weekly advisory period
 - Develop relationships with business/industry (guest speakers, field trips, internship placements)
 - Career Fair
- PBIS Implementation
- Continued Professional Development for Counseling Staff (pending addnl funding)
- Continue NeuroScience/Trauma-Informed Practices trainings for staff and/or program implementation (pending addnl funding)
- Increased Involvement of College & Career Readiness Coach (pending addnl funding)

What Does this Mean?

- Implementation grant notification September 30, 2017
 - Put significant planning grant investment into curriculum and professional development to maximize long-term results
- Continue to explore ways of expanding resources
 - Community resources
 - Be vigilant about staff time
 - Is every activity meaningful/impactful?
 - Expanding programming may be slower than desired

Indiana Gold Star School



Western Boone will be recognized at ISCA Annual Conference
November 2, 2017. Designation is valid for 3 years.

RAMP (Recognized ASCA Model Program)

- 2017: 3 Indiana Schools/104 Nationwide



Western Boone will be honored at ASCA Annual Conference in Los Angeles, July 2018. Designation valid for five years.

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (the "Agreement") is executed on the dates set forth below and effective on the ____ day of _____, 2017, by and between the **Western Boone County Community School Corporation ("Western Boone")**, an Indiana community school corporation whose offices are located at 1201 North State Road 75, Thorntown, Indiana 46071 and the **Board of Trustees of the F. J. Witham Memorial Hospital d/b/a Witham Health Services ("Witham")**, an Indiana county hospital whose offices are located at 2605 North Lebanon Street, Lebanon, Indiana 46052.

RECITALS

WHEREAS, Western Boone is a local school system which operates a junior/senior high school in western Boone County, Indiana serving the diverse educational needs by providing a safe learning environment that is innovative, competitive inspiring to build the self-worth of its students, all to enhance the community at large;

WHEREAS, Witham and Western Boone believe that having healthy students assists Western Boone in achieving its educational goals; and

WHEREAS, to bring awareness of good health to the Western Boone students, their parents and others in the community, Witham desires to have naming rights to certain of the Western Boone athletic fields and other athletic facilities on the junior/senior high school campus, and Western Boone willing to grant such naming rights to Witham on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby made a part of this Agreement.
2. **Cancellation of Prior Agreements.** By execution of this Agreement, Witham and Western Boone hereby agree that any and all prior agreements entered into by the parties prior to this agreement regarding naming rights for any Western Boone facilities are hereby rescinded and any sums due by Witham to Western Boone pursuant to any prior agreements are hereby cancelled.
3. **Term and Payment.** This Agreement shall commence on the date stated above and shall continue for a period of ten (10) years, unless earlier terminated as hereinafter provided. In consideration of the naming rights granted herein, Witham agrees to pay to Western Boone the sum of One Hundred Thousand Dollars (\$100,000) for each year the Agreement remains in effect (the "Naming Rights Fee"). Such payment shall be made in installments of Twenty Five Thousand Dollars (\$25,000) each due on or before the first day of the months of _____, _____, _____ and _____ of each year.

Comment [KF1]: Months can vary from those in Lebanon agreement to allow Witham flexibility with its cash flow

1065

4. **Early Termination.** Notwithstanding the above term, after the third anniversary date of this Agreement Witham shall have the right to terminate this Agreement with or without cause upon thirty (30) days advance written notice to Western Boone; provided, however, in the event of such early termination Witham shall continue making its quarterly payments to Western Boone for an additional two (2) full years following the effective date of termination. In the event the effective date of cancellation is other than on an anniversary date of the Agreement, the payments shall be prorated. Witham shall not retain its naming rights following the effective date of termination, but at the end of such two-year additional payments period, Witham's obligation to make further payments shall terminate.

Comment [KF2]: Witham may terminate without cause but only after initial three years

5. **Grant of Naming and Additional Rights.** During the term of this Agreement, Western Boone grants to Witham the right to have its name on or associated with the Western Boone athletic facilities and fields as follows:

- a. While this Agreement remains in effect, Witham shall have the right to name the Jr./Sr. high school football field as "Witham Heath Field" or something similar to be agreed upon by the parties with appropriate signage as described below. Starting with the second year of this Agreement and so long as the Agreement remains in effect, Witham may also have and maintain signage identifying Witham as a major sponsor of the Jr./Sr. high school gymnasium and the baseball, softball and soccer fields, subject to the recognition that the Jr./Sr. high school gymnasium is already named in memory of Steven Wall and shall remain so. The signage shall be of such size, style, content and location as may be agreed to by the parties identifying the field or facility as a "Witham Health" facility or a similar designation as determined by Witham and agreed to by Western Boone.
- b. The exclusive right and obligation to provide Fitness Grams to the elementary grade level students yearly. These services are valued at approximately One Hundred Dollars (\$100) per student annually.
- c. The first right of refusal to provide athletic training for all Western Boone athletes on terms and fees to be separately negotiated between the parties beginning with the 2018-19 school year as Witham will not be providing the training services for the 2017-18 school year. Provided the Agreement remains in effect that long, Witham shall provide the first three years of training services to Western Boone at no charge. Thereafter the training fees shall be negotiated by the parties at then current market rates.
- d. The exclusive right and obligation to provide necessary emergency equipment such as automated external defibrillator (AEDs) for both children and adults at the facilities as agreed to by the parties with a designation on such equipment that indicates it is provided by Witham.
- e. The right to be granted such additional sponsorship recognition in programs, and fliers as is typically afforded others sponsoring Western Boone athletic events.

Comment [KF3]: Locations where signage is permitted

Comment [KF4]: Size, content, location of signage must be agreed upon by both parties

Comment [KF5]: Witham to provide fitness grams for elementary students

Comment [KF6]: Witham has exclusive right to provide trainers and therapy but to be at no charge first three years

Comment [KF7]: Witham entitled to such other additional promotional material as other sponsors receive

6. **Additional Obligations** In addition to granting the foregoing naming rights, the parties shall have the following obligations during the term of the Agreement:

- a. Witham shall bear the sole cost of design, purchase, installation, repair and removal of all signage agreed to hereunder. The style, location and content of the signage shall be subject to the approval of both Witham and Western Boone and the locations shall be subject to the existing rights of current sponsors. Any updates to the signage desired by Witham shall be solely at the cost of Witham.
- b. Western Boone shall allow Witham reasonable access to its facilities as needed to design, install and maintain the signage. Upon the expiration or early termination of this Agreement, Witham shall remove all signage from Western Boone facilities within thirty (30) days following the effective date of termination.
- c. Except during the first year of this Agreement, Western Boone shall not allow any other competing medical care or service provider to install signage of any type at the Jr./Sr. high school football field, in the Jr./Sr. high school gymnasiums or at the above mentioned athletic fields without Witham's prior written consent.
- d. Western Boone agrees to utilize the naming rights fee solely for the direct benefit of the student body for healthy student initiatives in accordance with the goals set forth in the above recitals.

Comment [KF8]: Witham to bear cost of installing, maintaining and removing all signage

Comment [KF9]: Advertising by other medical providers is prohibited absent Witham's consent

7. **Right of First Refusal.** Following the expiration of this agreement, but not in the event of a Section 4 early termination by Witham, Western Boone hereby grants Witham a right of first refusal on any future naming rights for the above described athletic fields and facilities. Western Boone shall provide Witham with a notice within ten (10) days of receipt of any bona fide offer from a third party to enter into an agreement for naming rights, which notice shall detail the terms, consideration and conditions of such offer. Witham shall have a period of thirty (30) days after receipt of such notice from Western Boone to notify Western Boone of its exercise of its right of first refusal. Upon such election, the parties shall enter into a new naming rights agreement on the same terms and conditions contained in such third party's offer. If Witham does not exercise its right of first refusal within such fourteen (14) day period, then Western Boone may enter into a naming rights agreement with such third party upon the terms and conditions contained in the original notice.

Comment [KF10]: Witham's right of first refusal to match others upon expiration of term-year term

8. **Confidentiality.** The parties hereto agree that the matters set forth in this Agreement are strictly confidential except to the extent release is required upon request under the Indiana Access to Public Records law. Each party will strive to ensure that the information is not disclosed to any outside person or entities without the written consent of the other party except as is required by law. This section shall not apply to information in the public domain or coming into the public domain through no fault of the parties or their agents or representatives, to information in the possession of a party before receipt from the other party, or to information made public by a third party. Notwithstanding the foregoing, either party, upon written notification to the other, may release information required to be disclosed by or to a court, tribunal or regulatory authority or under any applicable law. The parties will consult with each

other before releasing any public announcement relating to this Agreement, and will mutually approve the timing, content and manner of dissemination of any public announcement.

9. **Notices.** Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the parties at the addresses listed at the beginning of this Agreement or such other address as the parties shall designate in writing to the other party from time to time. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgement of delivery and shall be deemed delivered; if sent by U.S. Mail, give (5) days after deposit, or if sent by commercial overnight delivery service, upon verification of receipt.

10. **Severability.** No provision of this Agreement shall be interpreted to require any unlawful action by either party. If any provision of this Agreement is held to be invalid or unenforceable, then the meaning of that provision shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such provision or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

11. **Non-Waiver.** No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both parties.

12. **Binding Effect; Assignment.** This Agreement shall be binding upon the parties hereto and upon their respective successors, and assigns. Western Boone may not make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of Witham. Witham shall have the right to assign this Agreement or any interest herein to any person or entity that acquires or purchases all or substantially all of the assets of Witham without the consent of Western Boone; provided, however, Western Boone's consent shall be required in all other circumstances.

13. **Entire Agreement; Amendment.** This Agreement, and any exhibits referenced and attached hereto or to be attached hereto, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings and agreements with respect hereto, whether oral or written. This Agreement may be amended only by a written instrument executed by the party against whom enforcement of the modification is sought. This Agreement shall be governed and construed under the laws of the state of Indiana, without regard to its conflict of laws principles.

14. **Authority.** Western Boone warrants and represents that it has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby, including granting naming rights as described in this Agreement. The execution and delivery by Western Boone of this Agreement, and the performance by Western Boone of its obligations hereunder have been duly and validly authorized by the members or governing board of Western Boone and no other action on the part of Western Boone or its members or governing board is necessary. This Agreement has been duly and validly executed and delivered by Western Boone and constitutes legal, valid and binding obligations of Western Boone enforceable against Western Boone in accordance with the terms.

Witham warrants and represents that it has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Witham and performance of its obligations hereunder have been duly and validly authorized by the members or governing board of Witham and no other action on the part of Witham or its governing board is necessary. This Agreement has been duly and validly executed and delivered by Witham and constitutes legal, valid and binding obligations of Witham enforceable against Witham in accordance with the terms.

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

**Board of Trustees of the F. J. Witham
Memorial Hospital d/b/a Witham Health
Services**

**Western Boone County Community School
Corporation**

By _____
Raymond V. Ingham, Ph.D., CEO President

By _____
Shane Steimel, President, Board of School
Trustees

Date

Date

773721

AGREEMENT FOR ATHLETIC TRAINING SERVICES

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THIS AGREEMENT FOR ATHLETIC TRAINING SERVICES ("Agreement") is entered into by and between **BOARD OF TRUSTEES OF THE FLAVIUS J. WITHAM MEMORIAL HOSPITAL D/B/A WITHAM HEALTH SERVICES, INC.**, an Indiana county hospital, (hereinafter "Witham") and **BOARD OF TRUSTEES OF WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION**, an Indiana public community school corporation, (hereinafter "School").

WITNESSETH:

WHEREAS, Witham is the owner and operator of a hospital with facilities located in Boone County, Indiana; and

WHEREAS, the Hospital operates a program for 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 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 Witham. "Witham" shall mean the Board of Trustees of the Flavius J. Witham Memorial Hospital doing business as Witham Health Services.

1.2 Hospital. "Hospital" shall mean Witham.

1.3 Program. "Program" shall mean the services and assessments provided through

1 of 11

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 Witham.

1.5 School. "School" shall mean Western Boone County Community School Corporation, an Indiana public community school corporation currently conducting business from the address of 1201 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 Witham 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 provide 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.

3.6 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 School and Witham agree that Witham 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 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.

V. TERM AND TERMINATION

5.1 The term of this Agreement shall be for three (3) years commencing on the 1st day of August, 2017~~2018~~ ("Effective Date") and terminating on the 31st day of July, 2020~~2021~~. The Agreement may be extended beyond the termination date only upon the written agreement of both parties.

5.2 This Agreement may be terminated as follows:

5.2.1 In the event Witham and School shall mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

5.2.2 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 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 During the term of this Agreement, and for any extension(s) hereof, Witham shall ensure Staff providing Services have sufficient Medical Malpractice Insurance (or a policy of self-insurance) and otherwise qualify as a health care provider under the Indiana Medical Malpractice Act (I.C. § 34-18 et seq.). Witham shall provide to School proof of such coverage upon request.

6.2 School shall carry occurrence form, Primary Commercial General Liability in

minimum limits of \$1,000,000 for 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 In performing the services as contemplated hereunder, Witham 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 agrees that it will indemnify and hold harmless Witham, 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 Witham 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 Witham, or any of its agents or employees.

IX. NON-COMPETITION

During the term of this Agreement and for a period of two (2) years following either termination of this Agreement, 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 provided by Hospital under this Agreement.

X. GENERAL PROVISIONS

10.1 Except as is required by the Indiana Access to Public Records Act or lawful court order, School shall not disclose any data, reports or other materials containing information

specific to Witham or the Hospital or the Program without the prior written consent of Witham or Hospital. Witham Hospital and School agree that the terms and conditions of this Agreement shall remain confidential. Neither Witham 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.

10.2 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	HOSPITAL
Superintendent Western Boone Schools 1201 North State Road 75 Thorntown, Indiana 46071	Chief Executive Officer Witham Memorial Hospital 2605 North Lebanon Street Lebanon, Indiana 46052

10.3 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 Witham without the written approval of School to any successor entity operating the facility now operated by Witham or to a Related or Affiliated Organization. "Related or Affiliated Organization" shall mean an entity whose sole member or owner is Witham Health, Inc. or one of its subsidiaries.

10.4 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 Witham and School shall neither be entitled to other benefits than those herein specifically enumerated.

10.5 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.

10.6 This Agreement shall be construed and governed by the laws of the state of Indiana.

10.7 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.

10.8 This Agreement may be amended only by an instrument in writing signed by the parties hereto.

10.9 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.

10.10 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 Witham 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.

10.11 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.

10.12 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.

10.13 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.

10.14 This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Witham and School. Each duplicate copy shall be deemed an original, but both duplicate originals together constitutes one and the same instrument.

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

**BOARD OF TRUSTEES OF THE FLAVIUS J. WITHAM
MEMORIAL HOSPITAL**

By: _____
Raymond V. Ingham, Ph.D.
Chief Executive Officer

Date: _____

**WESTERN BOONE COUNTY COMMUNITY SCHOOL
CORPORATION**

By: _____
Shane B. Steimel
President, Board of School Trustees

Date: _____

7/2/06

779723 w latest changes

**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:

\$0 for 2017-2018-18), 2019-20 and 2020-21 ~~through the end of the 2019-20 school year and~~ thereafter to be negotiated between the parties based on then current market rates

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 ad space in the program guide. Additionally temporary signs provided by SVSP will be placed in the gyms and at other outdoor venues.

Formatted: Centered

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

2017-2018 DISTRICT GOALS

1. **Student Learning** is focused on preparing all students to meet and exceed college and career expectations.
 - We will implement a Response to Instruction (RtI) process for levels K-6.
 - We will utilize NWEA MAP testing to inform all stakeholders (students, parents, teachers, administrators) of ongoing student progress.
 - We will explore and revise instructional consistencies for core subject areas.
2. **Operations and Support Services** are continually evaluated to provide a safe and up-to-date learning environment.
 - We will conduct student management and crisis intervention training for support staff.
 - We will develop and refine our long-range Capital Project Fund (CPF) plan to address facility needs.
3. **Athletics** is a valued component of our school community.
 - We will collaborate among individual sports programs regarding scheduling, athlete sharing, and communication.
 - We will strengthen and grow youth feeder systems.
4. **Wellness and Personal Development** address the essential needs of our students and staff.
 - We will develop a system of Positive Behavior Intervention and Supports (PBIS) to create a culture of consistent behavior expectations and responses.
 - We will explore strategies to attract and retain quality teachers.

CRIMINAL HISTORY CHECKS – SCHOOL EMPLOYEES

BP - 3111

To help ensure a safe environment and as required by state law, the Western Boone County Community School Corporation will conduct an expanded criminal history check on each employee once every five (5) years. The superintendent will be responsible for determining the schedule for conducting the expanded criminal history checks on school employees. The cost of an expanded criminal history check will be the responsibility of the employee unless otherwise collectively bargained with the exclusive representative of the employee.

The School Corporation may also conduct an expanded child protection index check on each employee every five (5) years. The school corporation will be responsible for the costs of obtaining the expanded child protection index checks on all employees.

The School Corporation may conduct an expanded criminal history check on an employee when the Corporation has reason to believe the employee has been convicted of or charged with certain crimes enumerated in state law or an expanded child protection index check when the Corporation has reason to believe the employee is the subject of a substantiated report of child abuse or child neglect.

Each employee may be questioned about the individual's expanded criminal history check and the expanded child protection index check. Failure to answer honestly any questions related to the expanded criminal history check or the expanded child protection index check may be cause for termination of the employee.

Any information obtained from any criminal history check and an expanded child protection index check is confidential and shall not be released or disseminated.

All school employees are required by state law to report to the School Corporation if they have been convicted during their employment of certain crimes enumerated in state law. The superintendent or designee is responsible for implementing regulations to notify the employees, including volunteers, and the entities for contracted services of this duty. In addition to the crimes listed in the state law, the notice shall also include the convictions of the "attempted" crimes listed in the law.

LEGAL REFERENCE: I.C. 20-26-5-10(f), (h), (i), and (j)
I.C. 20-26-5-11

ADOPTED:

CRIMINAL HISTORY INFORMATION – APPLICANTS AND CONTRACTORS

BP - 3112

To help ensure a safe environment and as required by state law, the Western Boone County Community School Corporation will obtain for each individual hired for employment that is likely to have direct, ongoing contact with children as a result of the individual's position an expanded criminal history check and an expanded child protection index check. The individual will be responsible for the cost of obtaining the expanded criminal history check and the expanded child protection index check.

The expanded criminal history check should be obtained by the Corporation prior to the individual beginning employment with the school corporation, and must be obtained no later than thirty (30) days after the individual's employment begins.

The expanded child protection index check should be obtained by the Corporation prior to the individual beginning employment with the school corporation, and must be obtained no later than sixty (60) days after the individual's employment begins.

The School Corporation is prohibited from hiring an individual who has been convicted of an offense which requires the revocation of a license under state law, unless the conviction has been reversed, vacated, or set aside on appeal.

School officials must communicate with all of the employment references and the most recent employer (if provided) of the applicant recommended for employment prior to the applicant being hired by the School Corporation.

Each individual hired may be questioned about the individual's expanded criminal history check and the expanded child protection index check. Failure to answer honestly any questions related to the expanded criminal history check or the expanded child protection index check may be cause for termination of the applicant.

Any volunteer who may have direct, ongoing contact with children when performing services for the school, must provide to the Corporation a limited criminal history check [and an expanded child protection index check prior to beginning volunteer work for the Corporation. The volunteer will be responsible for all costs associated with obtaining the limited criminal history check.

Any entity which has a contract to provide services to the Corporation and whose employees have direct, ongoing contact with children when performing those services for the school, must provide to the Corporation an expanded criminal history check and expanded child protection index checks for such employees. The entity and/or the entity's employees are responsible for all costs associated with obtaining the expanded criminal history checks and expanded child protection index checks. An individual who is working for such an entity may also be required to provide the individual's expanded criminal history check and an expanded child protection index check to the school corporation upon its request to do so or to provide consent to the school corporation for it to request an

expanded criminal history check and an expanded child protection index check of the individual. This provision also applies to an individual who has a contract to provide services to the Corporation.

Any information obtained from any criminal history check and an expanded child protection index check is confidential and shall not be released or disseminated.

All individuals or entities that have contracts for services with the School Corporation are required by state law to report convictions of certain crimes enumerated in state law to the School Corporation. The superintendent or designee is responsible for implementing regulations to notify the individuals, including volunteers, and the entities for contracted services of this duty. In addition to the crimes listed in the state law, the notice shall also include the convictions of the "attempted" crimes listed in the law.

LEGAL REFERENCE: I.C. 20-26-5-10
 I.C. 20-26-5-10.5
 I.C. 20-26-5-11
 I.C. 20-28-5-8(c)

ADOPTED:

REPORTING CHILD ABUSE

BP - 3120

The board of school trustees of Western Boone County Community School Corporation recognizes that school officials and employees may be able to identify abused or neglected children due to their continuous contact with school age children. This board policy is intended to aid school officials and employees in complying with child abuse reporting laws (I.C. 31-6-11). The board takes this opportunity to state its support for these laws.

The State of Indiana requires by law any school official or employee who has reason to believe that a child is a victim of child abuse or neglect shall make an immediate oral report to the Department of Child Services or to local law enforcement. After the report has been made, the school employee shall notify the local building principal a report of suspected child abuse or neglect has been made to the Department of Child Services or to local law enforcement.

"Child abuse or neglect" as used in this policy refers to a "child in need of services" defined by I.C. 31-6-4-3 (a) (1) through (6) as follows:

"A child is a child in need of services if before his eighteenth birthday:

- (1) his physical or mental condition is seriously impaired or seriously endangered as a result of the inability, refusal, or neglect of his parent, guardian, or custodian to supply the child with necessary food, clothing, shelter, medical care, education, or supervision;
- (2) his physical or mental health is seriously endangered due to injury by the act or omission of his parent, guardian, or custodian;
- (3) he is the victim of a sex offense under I.C. 35-42-4-1, I. C. 35-42-4-2, I.C. 35-42-4-3(a), I.C. 35-42-4-3(b), I.C. 35-42-4-4, I.C. 35-42-4-1, I.C. 35-45-4-2, or I.C. 35-46-13;
- (4) his parent, guardian, custodian allows him to participate in an obscene performance defined by I.C. 35-30-10.1-3 or I.C. 35-30-10.1;
- (5) his parent, guardian, or custodian allows him to commit a sex offense prohibited by I.C. 35-45-4; or
- (6) he substantially endangers his own health or the health of another; and needs care, treatment, or rehabilitation that is unlikely to be provided or accepted without the coercive intervention of the court."

"Reason to believe," as used in this policy, means evidence (such as a child's statement or appearance) which is presented to individuals of similar background and training (i.e., professional educators) would cause those individuals to believe that a child was abused or neglected.

Staff personnel should be aware that they are required by state law to make the reports stated in this policy. Anyone making a report of a child who may be the victim of child abuse or neglect is granted immunity by statute from any civil or criminal liability. Persons acting maliciously or in bad faith will not be so protected.

Any physical inspection or personal interview of a child will be conducted by the appropriate personnel from the local child protection service. School personnel will not contact parents to determine the cause of suspected child abuse or neglect, or otherwise investigate suspected abuse or neglect.

All records of suspected child abuse or neglect will be kept confidential. The identity of a person making a report will not be revealed to the parent, guardian, custodian, or other person who is responsible for the welfare of the child named in a report.

Legal Reference: I.C. 31-6-4-3

Date Adopted: 08/22/94

Revised: 10/10/16

Revised: 8/14/17

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

8/14/17

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at 1201 N State Road 75, Thorntown, IN.

Notice is hereby given to taxpayers of **WESTERN BOONE COUNTY SCHOOL CORPORATION, Boone County, Indiana** that the proper officers of **Western Boone County School Corporation** will conduct a public hearing on the year **2018** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Western Boone County School Corporation** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Western Boone County School Corporation** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Western Boone County School Corporation** will meet to adopt the following budget:

Public Hearing Date	Monday, September 11, 2017
Public Hearing Time	7:00 PM
Public Hearing Location	School Corporation, 1201 N State Road 75, Thorntown, IN
Est. Transportation Max Levy	\$1,370,503
Est. Bus Repl. Max Levy	\$441,350
Property Tax Cap Credit Estimate	\$22,430

Adoption Meeting Date	Monday, October 09, 2017
Adoption Meeting Time	7:00 PM
Adoption Meeting Location	School Corporation, 1201 N State Road 75, Thorntown, IN

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy
0061-RAINY DAY	\$475,000	\$0	\$0	\$0
0101-GENERAL	\$11,834,600	\$0	\$0	\$0
0180-DEBT SERVICE	\$3,802,347	\$3,518,612	\$0	\$3,026,000
1214-CAPITAL PROJECTS (School)	\$1,615,978	\$1,485,752	\$0	\$1,298,580
6301-TRANSPORTATION	\$1,700,500	\$1,262,506	\$0	\$1,158,537
6302-BUS REPLACEMENT	\$405,000	\$371,083	\$0	\$269,365
Totals	\$19,833,425	\$6,637,953	\$0	\$5,752,482

NOTICE TO TAXPAYERS

Complete details of the Capital Projects Fund plan may be seen by visiting the office of this unit of government at the following address: School Corporation, 1201 N State Road 75, Thorntown, Indiana.

Notice is hereby given to taxpayers of Western Boone School Corporation that the proper officers of Western Boone School Corporation will conduct a public hearing on the year 2018 proposed Capital Projects Fund Plan pursuant to IC 20-46-6-11. Following the public hearing, the proper officers of Western Boone School Corporation may adopt the proposed plan as presented or with revisions.

Public Hearing Date: September 11, 2017
 Public Hearing Time: 7:00 PM
 Public Hearing Place: School Corporation, 1201 N State Road 75, Thorntown, Indiana

Taxpayers are invited to attend the meeting for a detailed explanation of the plan and to exercise their rights to be heard on the proposed plan. If the proposed plan is adopted by resolution, such plan will be submitted to the Department of Local Government Finance for approval.

The following is a general outline of the proposed plan:

EXPENDITURES	<u>Dept.</u>	2018	2019	2020
1) Land Acquisition and Development	4100			
2) Professional Services	4300	92,000	95,000	94,000
3) Education Specifications Development	4400			
4) Building Acquisition, Construction and Improvement	4510, 4520, 4530	225,800	227,300	231,800
5) Rental of Buildings, Facilities and Equipment	4550			
6) Purchase of Mobile or Fixed Equipment	4700	290,000	290,000	290,000
7) Emergency Allocation	4900	45,000	45,000	45,000
8) Utilities (Maintenance of Buildings)	2620	346,832	346,832	346,832
9) Maintenance of Equipment	2640	178,000	181,000	182,000
10) Sports Facility	4540			
11) Property or Casualty Insurance	2670			
12) Other Operation and Maintenance of Plant	2680			
13) Technology				
Instruction-Related Technology	2230			
Admin Tech Services	2580	438,346	443,376	448,356
SUBTOTAL CURRENT EXPENDITURES		<u>1,615,978</u>	<u>1,628,508</u>	<u>1,637,988</u>
14) Allocation for Future Projects				
15) Transfer From One Fund to Another	6010			
TOTAL EXPENDITURES, ALLOCATIONS AND TRANSFERS		<u>1,615,978</u>	<u>1,628,508</u>	<u>1,637,988</u>
 SOURCES AND ESTIMATES OF REVENUE				
1) Projected January 1 Cash Balance		31,226		
2) Less: Encumbrances Carried Forward from Previous Year				
3) Estimated Cash Balance Available for Plan (Line 1 minus line 2)		31,226	-	-
4) Property Tax Revenue		1,485,752	1,529,508	1,538,988
5) Estimated Property Tax Cap Credits (show as a negative)				
6) Auto Excise, CVET and FIT receipts		99,000	99,000	99,000
7) Other Revenue				
TOTAL FUNDS AVAILABLE FOR PLAN (Add lines 3, 4, 5 and 6)		<u>1,615,978</u>	<u>1,628,508</u>	<u>1,637,988</u>

This notice contains future allocations for the following projects:

Project - Location	20__	20__	20__
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Future allocations as specified above will be subject to objections during the period stated in the Notice of Adoption to be published at a later date.

.....
 TO BE PUBLISHED IN YEARS AFTER THE FIRST YEAR

This notice contains future allocations for the following projects, which have previously been subject to taxpayer objections.

Project - Location	20__	20__	20__
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Future allocations as specified above are not subject to objections during the period stated in the Notice of Adoption to be published at a later date.

NOTICE TO TAXPAYERS

Complete details of the Bus Replacement Fund plan may be seen by visiting the office of this unit of government at the following address: School Corporation, 1201 N State Road 75, Thorntown, Indiana.

Notice is hereby given to taxpayers of Western Boone School Corporation that the proper officers of Western Boone School Corporation will conduct a public hearing on the year 2018 proposed Bus Replacement Fund Plan pursuant to IC 20-46-5. Following the public hearing, the proper officers of Western Boone School Corporation may adopt the proposed plan as presented or with revisions.

Public Hearing Date: September 11, 2017

Public Hearing Time: 7:00 PM

Public Hearing Place: School Corporation, 1201 N State Road 75, Thorntown, Indiana

Taxpayers are invited to attend the meeting for a detailed explanation of the plan and to exercise their rights to be heard on the proposed plan. If the proposed plan is adopted by resolution, such plan will be submitted to the Department of Local Government Finance for approval.

The following is a general outline of the proposed plan:

<u>Year</u>	<u>No. of Buses Owned</u>	<u>No. of Buses to be Replaced</u>	<u>Total Estimated Replacement Cost</u>	<u>Total Contract Costs</u>
2018	34	3	405,000	
2019	34	3	420,000	
2020	34	3	435,000	
2021	34	4	600,000	
2022	34	3	525,000	
2023	34	3	390,000	
2024	34	2	380,000	
2025	34	3	420,000	
2026	34	2	420,000	
2027	34	2	440,000	
2028	34	4	680,000	
2029	34	2	450,000	

The proposed plan includes additional school buses or school buses with larger seating capacity as compared with the prior school year. Evidence of a demand for increased transportation services is detailed in the proposed plan. School corporation certifies/affirms that the additional buses it plans to acquire are for the purpose of replacement or having larger seating capacity.

Number of Additional Buses: 0 Cost of Additional Buses: None

SOURCES AND ESTIMATES OF REVENUE

	2018
1) Projected January 1 Cash Balance	<u>13,117</u>
2) Less: Encumbrances Carried Forward from Previous Year	
3) Estimated Cash Balance Available for Plan (Line 1 minus Line 2)	<u>13,117</u>
4) Property Tax Revenue	<u>371,083</u>
5) Estimated Property Tax Cap Credits (show as a negative)	
6) Auto Excise, CVET and FIT receipts	<u>20,800</u>
7) Other Revenue	
TOTAL FUNDS AVAILABLE FOR PLAN (Add lines 3, 4, 5 and 6)	<u>405,000</u>

GENERAL FUND COMPARISON REPORT:

As of July 31, 2017, the General Fund cash balance was \$2,198,579.

The General Fund expenditures for July, 2017 was \$671,802. As of the end of July, 2017, a total of 50% of the 2017 appropriation has been expended.